

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Federal Fund - State of NC
110 Corning Road, Cary, N.C. 27518

PAYEE SHOULD DETACH STUB AND
DEPOSIT VOUCHER AT ONCE

DATE
18-Dec-19

CHECK NO
595653

DATE	INVOICE	GROSS	DISCOUNT	NET
DESCRIPTION				
01-DEC-19 223730	1898 ✓	57,500.00 ✓	.00	57,500.00

STATE TREASURER
Raleigh NC 27603

payable at par through
FEDERAL RESERVE SYSTEM

66-1059
531

Federal Fund - State of NC
WAKE COUNTY PUBLIC SCHOOL SYSTEM
110 Corning Road, Cary, N.C. 27518

CHECK NO
595653

THIS DISBURSEMENT HAS BEEN APPROVED
AS REQUIRED BY THE SCHOOL BUDGET AND
FISCAL CONTROL ACT.

PAY Fifty-Seven Thousand Five Hundred And No/100 Dollars

void after one year

DATE
18-Dec-19

CHECK AMOUNT
\$*****57,500.00

TO THE ORDER OF

✓ EDUCATION ELEMENTS, INC
PO BOX 841534
DALLAS, TX 75284-1534



WAKE COUNTY PUBLIC SCHOOL SYSTEM
 1551 ROCK QUARRY ROAD
 RALEIGH, NC 27610-4145

PURCHASE ORDER

223730

Page 1 of 1

INVOICE
TO

WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
 110 CORNING ROAD
 CARY, NC 27518

PAYMENT TERMS
 Net 30

PO REVISION
 0

CORRECT PURCHASE ORDER AND
 STOCK NUMBERS MUST APPEAR
 ON ALL PACKAGES, INVOICES,
 SHIPPING PAPERS AND
 CORRESPONDENCE. PACKING
 SLIPS MUST ACCOMPANY ALL
 SHIPMENTS. CONDITIONS AND
 BILLING INSTRUCTIONS ON
 REVERSE.

TO

EDUCATION ELEMENTS, INC
 999 SKYWAY RD, SUITE 325
 SAN CARLOS, CA 94070

SHIP
TO

Chief of Schools
 Crossroads I, 5625 Dillard Drive
 Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
09-SEP-19	Destination	Prepaid	Martin, Brian, bamartin@wcpss.net 919-588-3455 EXT. 83455

WCPSS Deliver To Only: Ellis, Ms. Jacqueline B.

Chief of Schools (JACKIE ELLIS)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		03.5870.103.312.0154.0806.000 PROFESSIONAL LEARNING SUPPORT BASED ON THE EDUCATION ELEMENTS AND SCHOOL SYSTEM CUSTOM FRAMEWORK FOR NEW SCHOOLS IN YEAR 1 AND YEAR 2 OF OPERATIONS PER RFP # 251-20-165 FROM AMY JENKINS @ EDUCATION ELEMENTS	184000	Dollar	1.00	

RECEIVED
 DEC 10 2019
 ACCTG.

\$184,000.00

12/6/19 - Invoice #1898, Dated 12/01/19.....Amount \$57,500.00

RECEIPT KEYED

DEC 13 2019

DENITA PURSER

RECEIVER'S SIGNATURE Certifying that the above
 Goods or services has been received

BUDGET MANAGER'S SIGNATURE Certifying Receipt
 and that all regulations set forth by the Finance
 Manual and Board Policy were followed

0612191426

DATE

12-9-2019

DATE

PARTIAL



FINAL



MATERIAL RECEIVING REPORT

12/6/19

19

Education Elements, Inc.

(please see remittance address below)
999 Skyway Rd, Suite 325, San Carlos
CA 94070
(650)517-3601
receivables@edelements.com



INVOICE

BILL TO

Wake County Public School
System
5625 Dillard Drive
Cary, NC 27518

INVOICE # 1898 ✓

DATE 12/01/2019

DUE DATE 12/31/2019

TERMS Net 30

P.O. NUMBER

223730

PAID

DESCRIPTION

AMOUNT

Professional Services per Agreement signed 9/11/2019
PO# 223730

57,500.00

EE conducted custom strategy sessions at each school focused on cultural and operational walkthroughs, celebrations and 30-60-90 day planning. We held preparatory calls to review progress, plan custom agendas, preview materials, and debrief visits. We also provided strategy session materials and turnkey professional development materials for school teams to share with staff during PLT.

The following school sessions happened in Oct-Nov 2019:

- October 1st: Parkside and Alston Ridge each had a 3-hour Strategy Sessions
- October 2nd: Southeast Raleigh had a 3-hour Strategy Sessions
- October 3rd: Green Level HS had a 3-hour Strategy Sessions
- October 16th: Apex Friendship and Buckhorn Creek each had a 3-hour Strategy Sessions
- October 17th: South Graner HS and Bryan Road each had a 3-hour Strategy Sessions
- November 13th: Southeast Raleigh and Alston Ridge each had a 3-hour Strategy Sessions

The rest of the visits to complete the second visits for both wave 1 and wave 2 will occur in December 2019.

**PLEASE NOTE THAT OUR BANKING INFORMATION HAS
CHANGED**

BALANCE DUE

\$57,500.00

Please remit all checks to:
Education Elements, Inc.
PO Box 841534
Dallas, TX 75284-1534



WAKE COUNTY PUBLIC SCHOOL SYSTEM
1551 ROCK QUARRY ROAD
RALEIGH, NC 27610-4145

PURCHASE ORDER

223730

Page 1 of 1

INVOICE
TO

WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
110 CORNING ROAD
CARY, NC 27518

PAYMENT TERMS
Net 30

PO REVISION
0

CORRECT PURCHASE ORDER AND
STOCK NUMBERS MUST APPEAR
ON ALL PACKAGES, INVOICES,
SHIPPING PAPERS AND
CORRESPONDENCE. PACKING
SLIPS MUST ACCOMPANY ALL
SHIPMENTS. CONDITIONS AND
BILLING INSTRUCTIONS ON
REVERSE.

TO

EDUCATION ELEMENTS, INC
999 SKYWAY RD, SUITE 325
SAN CARLOS, CA 94070

SHIP
TO

Chief of Schools
Crossroads I, 5625 Dillard Drive
Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
09-SEP-19	Destination	Prepaid	Martin, Brian, bamartin@wcpss.net 919-588-3455 EXT. 83455

WCPSS Deliver To Only: Ellis, Ms. Jacqueline B.

Chief of Schools (JACKIE ELLIS)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		03.5870.103.312.0154.0806.000 PROFESSIONAL LEARNING SUPPORT BASED ON THE EDUCATION ELEMENTS AND SCHOOL SYSTEM CUSTOM FRAMEWORK FOR NEW SCHOOLS IN YEAR 1 AND YEAR 2 OF OPERATIONS PER RFP # 251-20-165 FROM AMY JENKINS @ EDUCATION ELEMENTS	184000	Dollar	1.00	

RECEIVER'S SIGNATURE Certifying that the above
Goods or services has been received

DATE

PARTIAL



FINAL



BUDGET MANAGER'S SIGNATURE Certifying Receipt
and that all regulations set forth by the Finance
Manual and Board Policy were followed

DATE

MATERIAL RECEIVING REPORT

Type of Contract:

Service Agreement: Version 1, 2, or 3

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

Fiscal Year (FY): 2019 - 2020

Person to Call for Pick up: Jan Macpherson

Phone: 919-533-7011

Name of Contract: Education Elements, Inc.

If Change Order - (Amount +/-): _____

Total Contract Amount: \$ 184,000.00

Board Action: (Required at \$100,000) ☒ Yes ☐ No

Board Meeting Date: 09/17/2019

Budget Code: 03.5870.103.312.0154.806.000

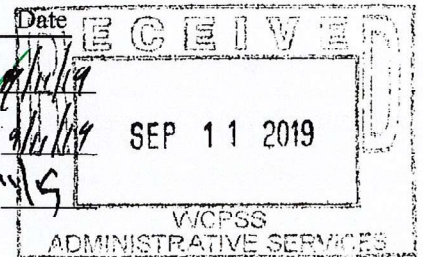
Items of Special Note: Professional Learning Support based on the Education Elements and School System custom framework for new schools in Year 1 and Year 2 of operations.

To be completed by the School or Department required for all contracts \$2,500 and up
INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:

	Initial	Date
Administrator (\$2,500 - \$9,999 and All MOAs)	<u>am</u>	<u>am</u>
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>JP</u>	<u>9/10/19</u>
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)		
Chief Officer (\$100,000+ and All MOAs)	<u>JDE</u>	<u>JDE</u>

To be completed by the Administrative Services required for all contracts \$2,500 and up

	Initial	Date
Risk Management (Insurance Review)	<u>C Bell for Allen</u>	<u>9/11/19</u>
Finance Officer *	<u>My</u>	<u>9/11/19</u>
Chief Operating Officer (Required at \$100,000 +)	<u>ON</u>	<u>9/11/19</u>
School Board Attorney		
(As required by the Chief Officer or Superintendent)		
Comments:		



* "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act."
G.S. 115C-441(a).

FIN

22504

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** – Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order. By accepting this purchase order, the vendor grants to the purchaser the right to audit vendor's books and records and to make any copies and extracts of any books or records related to the performance of this contract.
2. **PRICES** – Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
3. **PRICE INCREASES** – All requests for price increases or additional shipping charges must be approved by the Purchasing Department prior to shipment. Send request to Purchasing Department, Wake County Public School System, 1551 Rock Quarry Road, Raleigh, N.C. 27610-4145, or Phone (919) 588-3444, or Fax (919) 856-8107.
4. **DELIVERY** – Each shipment must be plainly labeled with the Purchase Order Number and delivered to the address and marked to the attention of the individual or department indicated on the face of this order. A complete packing list must accompany each shipment with any cancellation/back orders indicated.
5. **REJECTED MATERIALS** – Substitute items which are rejected will be returned to the vendor at the vendor's risk and expense.
6. **INVOICES** – Mail, deliver or email all invoices to Accounting Department, Wake County Public School System, 110 Corning Rd, Cary, N.C. 27518. Phone (919) 694-0312. Email: acctspay@wcpss.net. Invoices must show our Purchase Order Number. Invoices will not be paid prior to receipt of items ordered. Adequate and reasonable descriptions and/or written documentation are required for all invoices. All invoices must be in U.S. Dollars.
7. **CANCELLATION** - Wake County Public School System reserves the right to cancel this order in whole or in part at any time by written or telephone notice effective upon receipt by vendor. Any item on this order not received within 61 days from the date of the order, will automatically be cancelled.
8. **ASSIGNMENT** - This Purchase Order may not be assigned by the vendor in whole or in part without prior approval from Wake County Public School System's Purchasing Department.
9. **FREIGHT** - Freight charges and cash discounts are indicated on the face of this Purchase Order.
10. **LEGAL** - It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto. Also, the vendor shall defend actions or claims brought and save harmless Wake County Public School System or its officials or employees from loss, cost, or damage by reason of actual or alleged violation.
11. **COMPLIANCE WITH E-VERIFY** - Provider shall comply with all applicable laws and regulations in providing services under this contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
12. **COMPLIANCE WITH AFFORDABLE CARE ACT** - Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
13. **IRAN DIVESTMENT ACT** - Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.

Vendor is specifically reminded that state law and board policy prohibit vendors from giving gifts or favors to school system employees in any way involved in the contracting process.

WAKE COUNTY PUBLIC SCHOOL SYSTEM

This contract (the "Contract") is made and entered into this 17th day of September 2019, between the Wake County Board of Education (the "School System"), 5625 Dillard Drive, Cary, NC 27518, and Education Elements, Inc., (the "Provider"), 999 Skyway Road Suite 325, San Carlos, CA 94070.

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations and Representations of Parties. Provider hereby agrees to provide the following services to the School System: PROFESSIONAL LEARNING SUPPORT BASED ON THE EDUCATION ELEMENTS AND SCHOOL SYSTEM CUSTOM FRAMEWORK FOR NEW SCHOOLS IN YEAR 1 AND YEAR 2 OF OPERATIONS as outlined in the Request for Proposal #251-20-165.
 - 1.1. The work will be completed in a manner acceptable to the School System and in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference. All agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
2. Compensation. The School System hereby agrees to compensate Provider in an amount not to exceed \$184,000; payable upon completion of monthly benchmarks and rendered in accordance with the terms of this Contract.
 - 2.1. Provider shall provide School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s).
 - 2.2. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
3. Contract Funding. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
4. Term. The services described in this Contract will be provided from 9/18/2019 through 6/30/2020, unless sooner terminated as herein provided.
5. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon thirty (30) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System, be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will provide a prorated payment for all services performed as of the date of termination.
6. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
7. Insurance. Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The Wake County Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

12. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. The School System shall indemnify and hold harmless the Provider and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever resulting from the omission or commission of any act, lawful or unlawful, by the School System or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters
13. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
14. Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. North Carolina law will govern the interpretation and construction of the Contract. Provider shall comply with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
15. Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
16. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Wake County Board of Education or of any principal or central office staff administrator employed by the Wake County Board of Education. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of the Wake County Public School System. Unless formally waived by the Wake County Board of Education, the existence of a family relationship covered by this Contract is grounds for immediate termination by Owner without further financial liability to Provider.
17. Applicable Wake County Board of Education Policies. Provider acknowledges that the Wake County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all

Attachment B

Uniform Guidance

Provisions Required by Federal Law. Provider acknowledges that all or part of the funding for this Contract may be provided through grants received from various agencies or departments of the United States government.

Pursuant to 2 C.F.R. Part 200.218 (c)(1) the Parties agree to the following provisions as applicable:

1. Gifts. Vendors and contractors are prohibited to giving gifts, gratuities, favors or anything of monetary value to an officer, employee or agent of the School System.
2. Violation. Vendors and contractors in violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.

Pursuant to 2 C.F.R. Part 200, Subpart 2, the Parties agree to the following provisions as applicable:

1. Equal Employment Opportunity. In the event this Contract meets the definition of "federally assisted construction contract" set forth in 41 C.F.R. § 60-1.3, the Contractor agrees to all requirements set forth in 41 C.F.R. 60-1.4(b), which are incorporated by reference into this Contract.
2. Compliance with Davis-Bacon Act. In the event this Contract involves a prime construction arrangement for an amount in excess of \$2,000, the Contractor agrees to comply with all provisions of the Davis-Bacon Act (40 U.S.C. §§ 1341-3144, 3146- 3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
3. Compliance with Contract Work Hours and Safety Standards Act. In the event this Contract is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor agrees to comply with all requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Compliance with Regulations Regarding Rights to Inventions. In the event the federal funds expended on this Contract meet the definition of "funding agreement" under 37 CFR § 401.2 (a), and this Contract involves the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the District agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. Compliance with Clean Air Act and Federal Water Pollution Control Act. If the Contract is for an amount in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
6. Compliance with Disbarment and Suspension Requirements. The Contractor certifies that it is not listed in the System for Award Management (SAM), as a party debarred, suspended, or otherwise excluded by agencies, or otherwise declared ineligible under statutory or regulatory authority.

Attachment A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE

Project Name: Professional Learning Support Contract: RFP 251-20-165

Check the appropriate box to indicate the type of check:

☒ Initial

☐ Supplemental

☐ Annual

I, Amy Jenkins (insert name), CoO (insert title) of Education Elements, Inc. (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

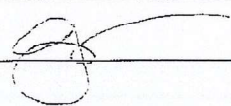
Contractual Personnel Names

Job Title

1.	Simma Reingold	Partner
2.	Jill Thompson	Associate Partner
3.	Dexter Korto	Design Principal
4.	Crystal Xu	Design Principal
5.	_____	_____
6.	_____	_____
7.	_____	_____

I attest that the forgoing information is true and accurate to the best of my knowledge.

Amy Jenkins (print name)

 / 09/09/2019 (signature / date)

Education Elements

999 Skyway Road, Suite 325
San Carlos, CA, 94608

Wake County Public School System

Response to Request for Proposal #251-20-165

New Schools Extended Support Professional Development

Prepared September 3, 2016

Response Contents

Section	Page
Scope of Work	4
Wake RFP (in entirety)	8
Execution Page and Signature	9
Attachment A	20
Attachment B	21
Attachment C - Federal Contracting Requirements and Fee Proposal	22
Attachment D - Addendum to Terms and Conditions of Service Contract	24
Attachment E - Insurance Certificate	25
Attachment F - NC Certificate of Authority	26
Attachment G - RFP Addendum 1	27

- Revisit district implementation and support plans, revising them as progress is made towards goals and adjusting them to match school improvement planning structures and focus areas.

We think of school support as an ongoing, continuous improvement process flexible enough to address the specific problems of practice affecting each school team. Throughout the course of the year, we propose engaging in four strategy sessions with each school, remaining responsive to their unique needs and goals. For each strategy session, we will have the following components which are the backbone of the Education Elements custom design model created for WCPSS:

- **Planning** Identify problems of practice based on needs and goals, and develop a sprint action plan aligned with district and school structures. This typically occurs during remote preparatory calls and webinars with each school leadership team, discussions with area superintendents and special assistants, as well as context that is provided from Academic leaders and the professional learning calendar.
- **Design** Provide collaborative space for school teams to share and learn about new best practices, evaluate progress to date, & build support systems. This will be the heart of the quarterly in-person strategy sessions that bring together WCPSS central services and the school leadership team.
- **Follow up** Ongoing support and resources to individual schools, aligned with the strategy session content and goals. This occurs in the weeks following each strategy session, typically remote via calls and webinars.
- **Evaluation** Examine progress and impact in classrooms, discuss overall trends to make needed adjustments for the next cycle. This will occur with project lead and area teams, remote via calls and webinars in between the strategy session cycles.

Our focus isn't just on supporting schools, but on building the capacity of central services staff and area teams to provide tailored and differentiated support to new schools. Building on the foundation of capacity building with area teams during Spring 2019, we will continue to directly work with a core crew of Area Superintendents, Special Assistants and Directors from across Central Services to collaboratively problem solve for school teams, build professional development content and develop strategy sessions approaches that are customized per school. We do this through check in calls and onsite strategy meetings where we will share our deep set of resources and highlight how and why we select certain activities and protocols for schools. We will provide a safe space to practice facilitating and developing materials, either as a team or with the schools. Over the course of the year, we will move from Education Elements leading the Why / What / How for each strategy session to WCPSS identifying Why / What / How.

Below is an outline of the detailed approach for each of the types of schools we will support in the next school year:

Schools	Proposed Approach	# of Visits
Year One Schools Green Level HS SE Raleigh ES Parkside ES Alston Ridge MS	EE will conduct a custom 3 hour strategy session at each school with up to 10 participants (school leadership team, educators and support staff). We will hold preparatory calls to review progress, plan custom agendas, preview materials, and debrief visits.	Traditional Calendar Schools (x2) Strategy Session 1 (~Oct 2019) Strategy Session 2 (~Jan 2020) Strategy Session 3 (~Mar 2020) Strategy Session 4 (~May 2020)

the school leadership teams of the eight new schools. We propose the roles and responsibilities to be divided in the following way:


	Strategy Session 1	Strategy Session 2	Strategy Session 3	Strategy Session 4
<i>Planning Calls</i>				
<i>Agenda Creation</i>				
<i>Material Creation</i>				
<i>Session Facilitation</i>				
<i>Follow-up Calls</i>				

Education Elements Led
WCPSS Participate

WCPSS Led
Education Elements Participate

Planning

Based on the scope described in this document, we calculated planning, implementation, and support costs for the eight schools to be **\$184k**. Costs are inclusive of all EE onsite support, workshops, and travel expenses. Five tickets to our 2020 Personalized Learning Summit are included.

 WAKE COUNTY PUBLIC SCHOOL SYSTEM 1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610 Refer ALL Inquiries to: Brian A. Martin, WCPSS Purchasing Manager E-Mail: bamartin@wcpss.net All inquiries must be submitted in writing via email to bamartin@wcpss.net	Request for Proposal # 251-20-165	
	Proposals will be publicly opened: SEPTEMBER 6, 2019	
	Contract Type: Open Market	
	Commodity: 924 – Educational/Training Services	
	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM	
Pre-Proposal Meeting: None		

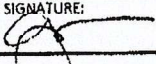
NOTICE TO VENDORS

Sealed Proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Bldg. F, Raleigh, NC) until 3:00 PM ET on the day of opening and then opened, for furnishing and delivering the service and/or commodity as described herein. Refer to page 3 for proper mailing instructions. Proposals are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this invitation for Proposals and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all services and/or items upon which prices are proposed, at the prices set opposite each item (when applicable) within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

Failure to execute/sign proposal prior to submittal may render bid invalid. Late proposals are not acceptable.

VENDOR: Education Elements, Inc.		FEDERAL ID OR SOCIAL SECURITY NO. 27-4456590	
STREET ADDRESS: 999 Skyway Road #325		P.O. BOX:	ZIP: 94070
CITY & STATE & ZIP: San Carlos, CA 94070		TELEPHONE NUMBER: 650-440-7860	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Amy Jenkins		FAX NUMBER: 650-590-7143	
AUTHORIZED SIGNATURE: 	DATE: 9/3/19	E-MAIL: bizops@eelements.com	

Offer valid for 60 days from date of proposal opening unless otherwise stated here: ____ days Prompt Payment Discount: ____ % ____ days.

PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s). Written questions shall be emailed to bamartin@wcpss.net by the date and time specified above. Vendors should enter "RFP #251-20-165 Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, WCPSS' response, and any additional terms deemed necessary by WCPSS will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us> and WCPSS Purchasing website <http://www.wcpss.net/domain/101>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any WCPSS personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. **Vendors shall rely *only* on written material contained in an Addendum to this RFP.**

Proposal Evaluation

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals. The services that are the subject of this RFQ/P are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFQ/P. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

goals that exist in the written plans developed between the School System and Education Elements. Sessions must take place in the weeks following each strategy session, typically remote via calls and webinars.

- Evaluation Examine progress and impact in classrooms, discuss overall trends to make needed adjustments for the next cycle. This will occur with project lead and area teams. remote via calls and webinars in between the strategy session cycles.

Timeline:

Year One schools: (Green Level HS, SE Raleigh ES, Parkside ES and Alston Ridge MS):

Year-Round Schools (x2)

Strategy Session 1 (~Sep 2019) -
Strategy Session 2 (~Nov 2019)
Strategy Session 3 (~Feb 2020)
Strategy Session 4 (~May 2020)

Traditional Calendar Schools (x2)

Strategy Session 1 (~Oct 2019)
Strategy Session 2 (~Jan 2020)
Strategy Session 3 (~Mar 2020)
Strategy Session 4 (~May 2020)

Year Two schools: (Buckhorn Creek ES, Bryan Road ES, Apex Friendship MS and South Garner HS.)

Standard Support (Buckhorn Creek ES, Bryan Road ES)

Strategy Session 1 (under an existing contract)
Strategy Session 2 (~Nov 2019)
Strategy Session 3 (~Feb 2020)
Strategy Session 4 (~May 2020)

Extended Support (Apex Friendship MS and South Garner HS)

Strategy Session 1 (~Oct 2019)
Strategy Session 2 (~Jan 2020)
Strategy Session 3 (~Mar 2020)
Strategy Session 4 (~May 2020)

Vendor must complete attachments A & B.

Additional information may be included that effect the total cost to WCPSS.

Vendor must disclose third party contractors

Qualifications

Vendor shall be licensed and approved to do business in the State of North Carolina.

Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.

Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry or the Federal Government debarred vendor registry. (Federal

suppliers) is prohibited from having any communications with any Wake County Board of Education member, any employee of WCPSS, or any other person in any way involved in the award of this contract, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by WCPSS for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision. Notwithstanding the above, the vendor may direct any written concerns, questions or issues to Debra Wallace at dwallace2@wcpss.net.

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. Vendor shall review WCPSS's Purchasing Department Ethics Policy and Standards of Conduct and shall refrain from any actions that would cause an employee to be in violation of the policies.
2. **NOTICE TO VENDORS:** All proposals are subject to the provisions of special terms and conditions specific to this RFP, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a vendor's response. This applies to any language appearing in or attached to the document as part of the vendor's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **EXECUTION:** Failure to sign under EXECUTION section will render proposal invalid.
4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this RFP, the order of precedence shall be (1) special terms and conditions specific to this RFP, (2) specifications, and (3) Instructions to Vendors.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, vendor's proposal shall be valid for 45 days from the date of proposal opening. Preference may be given to responses allowing not less than 45 days for consideration and acceptance.
6. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and vendor will be held responsible therefore. Deviations shall be explained in detail. The vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
7. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the WCPSS representative named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The vendor is cautioned that the requirements of this RFP can be altered only by written addendum and that verbal communications from whatever source are of no effect.
8. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the vendor, to accept any item in the proposal.
9. **AWARD OF CONTRACT:** Qualified proposals will be evaluated and acceptance may be made to the proposal most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the services offered; the general reputation and performance

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by state of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury Statutory Limits

Part B By Accident \$500,000 each accident

By Disease \$500,000 policy limit

\$500,000 each employee

b. Public liability and Property Damage Insurance - The Vendor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate \$2,000,000

Premises Operations \$1,000,000

Personal & Advertising Injury \$1,000,000

c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. Certificates of Insurance acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability.

The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.

24. **GENERAL INDEMNITY:** The vendor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the vendor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the vendor. The vendor represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the project. This section shall survive the termination or expiration of this contract.

25. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Vendor shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the state Sex Offender and Public Protection Registration Program, the state Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Vendor's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Vendor shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Vendor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Vendor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Vendor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Vendor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Vendor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the school system upon request. Vendor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply

WCPSS Purchasing Department Ethics Policy and Standards of Conduct

All purchasing department employee conducting business transactions on the behalf of the Wake County Public School System hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

Conflict of Interest:

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Wake County Public School System.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Wake County Public School System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Wake County Public School System facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Wake County Public School System.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations.

6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

Nepotism:

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family.

Gifts to Employees:

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. (<https://ncadmin.nc.gov/businesses/hub>)

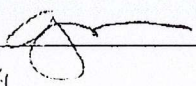
MBE INFORMATION: (Required)

Please provide the following data in order for WCPSS to provide it to the Office for Historically Underutilized Businesses, NC Department of Administration.

I certify the status as a minority business (at least 51% of business is owned by) as recognized by the State of NC: (<https://ncadmin.nc.gov/businesses/hub>)

(check all that apply)

- ☐ Black, African American (B)
- ☐ Hispanic (H)
- ☐ Asian American (AA)
- ☐ American Indian (IA)
- ☐ Socially and Economically Disadvantaged (SE)
- ☐ Female (F)
- ☒ Not Applicable

Vendor Signature:  _____

Date: 9/3/14

Print Name: Amy Jenkins

7. Compliance with Byrd Anti-Lobbying Amendment. If the Contract is for an amount in excess of \$100,000, the Vendor agrees to provide the District with the certifications required by 31 U.S.C. § 1352.
8. Compliance with Solid Waste Disposal Act. In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, the Parties agree to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Vendor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

FEE PROPOSAL

TOTAL COST OF THE PROJECT FOR RFP # 251-20-165:

\$ 184,000.00



CERTIFICATE OF LIABILITY INSURANCE

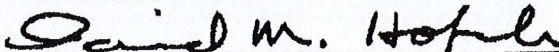
DATE (MM/DD/YYYY)
02/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ProCo Insurance Services - Lic#: 0K07568 504 Redwood Blvd Suite 240 Novato CA 94947		CONTACT NAME: Denise Sheehan PHONE (A/C, No, Ext): (415) 223-5500 FAX (A/C, No): (415) 382-0676 E-MAIL ADDRESS: Denise.sheehan@proco.global	
INSURED EDUCATION ELEMENTS, INC 999 SKYWAY ROAD, SUITE 325 SAN CARLOS CA 94070		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance NAIC # 20508 INSURER B: Continental Casualty Co 20443 INSURER C: Travelers Casualty and Surety Company of America 31194 INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: CL1921520168		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/Y	POLICY BFP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y		5092200557	02/22/2019	02/22/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOUND AGG \$ 4,000,000 Connect Technology \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5092200557	02/22/2019	02/22/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5092200560	02/22/2019	02/22/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR-PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	MPL & Crime 10k retention D&O \$0 retention & 25k Extortion/Detention			106061243	02/22/2019	02/22/2020	limit 1,000,000 additional defense limit 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability: \$1,000,000 Per Claim, \$2,000,000 aggregate, and \$1,000,000 Additional Defense Limit with \$10,000 Retention Crime (3rd Party): \$1,000,000 Limit with \$10,000 Retention Travelers Casualty and Surety Company of America - Policy # 106061243 - 2/22/2019 to 2/22/2020 The Wake County Board of Education is included as an additional insured as required by written contract or agreement							

CERTIFICATE HOLDER		CANCELLATION	
The Wake County Board of Education 5625 Dillard Drive Cary NC 27518		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

© 1988-2015 ACORD CORPORATION. All rights reserved.

25

Attachment G - RFP 251-20-165 Addendum 1

RFP Section, Page Number	Vendor Question	Answer
RFP # 251-20-165 Under "Scope of Work" Page 5	(The vendor's) question has to do with (the fact that) a vendor must have existing experience and knowledge of the "education elements and school system custom design model (created) for supporting new schools." Is this an established document that (the vendor) can review? (They) want to insure that (their) services will address this mandate.	We understand any vendor not currently providing this customized service would not have the most knowledge and experience surrounding the specifics of the model already created to support our new schools. Unfortunately, we do not have any specific established documentation to provide, but any vendor should be able to propose a methodology on how they would take the existing information as specified in the RFP and implement it within WCPSS.
Opening Section Page 2	Vendor: "In addition to including the signature in the Execution Section, would you like us to include a copy of the entire RFP as our acknowledgement of the terms and conditions?"	Yes, please.
Section 2 T&C Page 8	"DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS." – From the vendor: "In all our previous contracts with Wake, we had a Proprietary Rights Clause (Sec 18 of every Wake-EE contract). This is important for EE IP,	You may include any documentation. Our attorneys will ultimately make the final call in regards to any terms and conditions whether our own