

PAYEE SHOULD DETACH STUB AND  
DEPOSIT VOUCHER AT ONCE

WAKE COUNTY PUBLIC SCHOOL SYSTEM  
**Capital Improvement Fund**  
110 Corning Road, Cary, N.C. 27518

DATE  
20-Apr-21

CHECK NO  
57018

DATE	INVOICE	GROSS	DISCOUNT	NET
DESCRIPTION				
✓ 12-MAR-21	2447 ✓	25,666.67	.00	✓ 25,666.67 ✓
PO # 217595/ TECHNOLOGY SERVICES				

WELL FARGO BANK, N.A.  
RALEIGH NC 27611

FISCAL CONTROL ACT.

11-24  
1210

**Capital Improvement Fund**  
WAKE COUNTY PUBLIC SCHOOL SYSTEM  
110 Corning Road, Cary, N.C. 27518

CHECK NO  
**57018**

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

**PAY** Twenty-Five Thousand Six Hundred Sixty-Six And 67/100 Dollars

void after one year

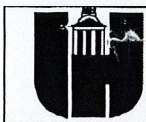
DATE  
20-Apr-21

CHECK AMOUNT  
\$\*\*\*\*\*25,666.67

**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

BOND

VF  
S/S

# PURCHASE ORDER

217595

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

Technology Services - 810  
Crossroads II  
110 Corning Road  
Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
20-FEB-19	Destination	Prepaid	Gooding, Petra, pgooding@wcpss.net 919-588-3456 EXT. 83456

WCPSS Deliver To Only: Gaddis, Ms. Marlo

Technology Services - 810 (MARLO GADDIS)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		04.6400.862.529.0745.0810.000 CLASSROOM TECHNOLOGY ASSESSMENT, PURCHASE, AND ROLLOUT - VENDOR WILL SUBMIT MONTHLY INVOICES FOR WORK COMPLETED	275000	Dollar	1.00	

RECEIPT KEYED

APR 09 2021

DENITA PURSER

Final Invoice. Close P.O. - thanks

RECEIVED

APR 07 2021

ACCTG.

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

DATE

DATE

PARTIAL

FINAL

RECEIVED

APR 08 2021

CIERRA OJJO

CGW  
3/31/21





## Description of work

---

PO BEGAN 2019

**If applicable, start date of contract**

217595	
275,000.00	
\$ 145,000.00	MG

PO amount includes all amendments either increase or decrease. Also adjust the line amounts below.

[illegible]



**Education Elements, Inc.**

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



# INVOICE

**BILL TO**

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

**INVOICE # 2447****DATE 03/12/2021****DUE DATE 04/11/2021****TERMS Net 30****PAID****P.O. NUMBER**

217595

**DESCRIPTION****AMOUNT**

January 21, 2020  
Agenda: Strategy Session with Kevin to prepare for Student + Classroom Tech  
RFI  
Output: Drafted RFIs

25,666.67

January 22, 2020  
Agenda: Shadowed Soft Launch of Staff Rollout @ Knightsdale  
Output: Reflect + Iterate on rollout plan

January 27, 2020  
Agenda: Update on RFI Process, Prepare for Principals Meeting  
Output: Principals Meeting messaging

February: Virtual  
Continued Planning for Classroom Technology

March 3, 2020  
Agenda: Brain dump on top of mind tasks + activities  
Output: Minimum Requirements for RFI

March 5, 2020  
Agenda: NCTIES Vendor Floor Exploration  
Output: Chart of Vendors for RFI + Contact Information

?

----- COVID PAUSE -----

June 2, 2020  
Agenda: Strategy Session for Next Steps with Student Device Rollout  
Output: Develop Scenarios for Rollout

June 8, 2020 + June 11, 2020 + June 15, 2020  
Agenda: Review Scenarios + Spreadsheet + Options  
Output: SLT Communication (slides)



## DESCRIPTION

## AMOUNT

Additionally:

~~Weekly Progress + Plans + Problems~~

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

BALANCE DUE

**\$25,666.67**

ACH &amp; Wire Instructions:

Bridge Bank, a division of Western Alliance Bank

ABA or Routing number: 121143260

Account number: 8827810149

For Credit to: Education Elements Inc



## Education Elements – PO 217595

A contract was approved by the BOE and executed with Education Elements in March 2019 to develop an actionable roadmap for the assessment, purchase, and roll out of classroom technology utilizing Technology Services bond allocations for annual technology purchases. Term was set to run through December 31, 2019 and services were to be invoiced monthly. Original encumbrance was \$275,000. We were only invoiced \$75,000 during initial term.

In July 2020 during closeout of fiscal year 2019-20 an inquiry was made asking about any additional amounts that may be due against this contract. At that time, it was reiterated the contract only ran through December 2019. This was to make sure all amounts incurred last fiscal year were processed. Keith did not receive any indication that additional amounts were due so the file was closed. However, the PO remained open with a \$200,000 balance.

On October 28, 2020 we received an invoice in the amount of \$55,000 for work provided between September 2019 and June 2020. Email correspondence was generated about concerns with receipt of the invoice well after the fact and work having been provided after contract term had expired (between January and June 2020). It was determined a change order should be drafted allowing us to pay for services provided after the original term had expired since our staff continued to utilize Education Element's services for an additional six months.

After consulting with Mark Winters, he approved having Education Elements provide new invoices which split the \$55,000 request into \$29,333.33 for time provided between September and December 2019 (within the original contract term) and \$25,666.67 for time provided between January and June 2020 (which is what warrants the change order to extend term). The invoice for \$29,333.33 has been submitted for payment. The change order is being submitted for signature along with this justification letter, copies of email correspondence, and a copy of the remaining invoice in need of payment. Amount due is still within the original approved amount and can be paid against open PO.

Submitted by: Keith Cooper

Marlo Gaddis

OK  
attached to white  
3/24/21



# WAKE COUNTY PUBLIC SCHOOL SYSTEM

## Technology Services

### CHANGE ORDER

PROJECT: **Contracted Services  
Wake County Public School System  
Cary, North Carolina**

CHANGE ORDER NO: 1  
DATE: **November 10, 2020**  
PROJECT NO: 217595

PROVIDER: **Education Elements, Inc.  
999 Skyway Road, Suite 325  
San Carlos, California 94070**

CONTRACT ORIGINAL START DATE: **March 5, 2019**

CONTRACT: **professional services**

You are directed to make the following changes in this Contract:

1. **Contract term shall be extended 182 days through June 30, 2020.**
2. **All other terms and conditions stated in prior change order(s) and/or original Contract not herein amended remain unchanged and in full force and effect.**

Not valid until signed by School System. Signature of Provider indicates his/her agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was .....	\$275,000.00
Net change by previous authorized Change Orders / PO Amendments .....	\$0.00
The Contract Sum prior to this Change Order was .....	\$275,000.00
The Contract Sum will be <del>increased/decreased</del> <b>unchanged</b> by this Change Order .....	\$0.00
The new Cumulative Contract Sum including this Change Order will be .....	\$275,000.00
The Contract Time will be <del>increased/decreased</del> <b>unchanged</b> by this Change Order.....	182 days

#### EDUCATION ELEMENTS, INC.

Provider  
999 Skyway Road, Suite 325  
San Carlos, California 94070

#### Wake County Board of Education

School System  
Crossroads I  
5625 Dillard Drive  
Cary, North Carolina 27518

By: \_\_\_\_\_

Date: 11/12/2020

By: Marlo Maddis

Date: 11/13/20

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

\_\_\_\_\_ 11/25/21  
Finance Officer Date



## **Keith Cooper \_ Staff - TechnologySvcs**

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**From:** Mark Winters \_ Staff - Finance  
**Sent:** Monday, March 15, 2021 2:16 PM  
**To:** Keith Cooper \_ Staff - TechnologySvcs  
**Cc:** Lisa Richardson \_ Staff - Finance  
**Subject:** RE: Education Elements invoice and payment

Approved.

Mark

---

**From:** Keith Cooper \_ Staff - TechnologySvcs <kcooper@wcpss.net>  
**Sent:** Monday, March 15, 2021 1:48 PM  
**To:** Mark Winters \_ Staff - Finance <mwinters@wcpss.net>  
**Cc:** Lisa Richardson \_ Staff - Finance <lwrichardson@wcpss.net>  
**Subject:** RE: Education Elements invoice and payment

The original encumbrance was \$275,000. We only spent \$75,000 so there is still \$200,000 of bond funds sitting on the PO. Education Elements has provided new invoices which split the \$55,000 request into \$29,333.33 for time provided between September and December 2019 (within the original contract term) and \$25,666.67 for time provided between January and June 2020 (which is what warrants the change order to extend term).

Are you okay with me releasing the first invoice for \$29,333.33 for time provided during the valid term and then we can deal with generating a justification letter to go with the change order and second invoice?

Keith  
919-694-0111

---

**From:** Mark Winters \_ Staff - Finance <[mwinters@wcpss.net](mailto:mwinters@wcpss.net)>  
**Sent:** Monday, March 1, 2021 10:55 AM  
**To:** Keith Cooper \_ Staff - TechnologySvcs <[kcooper@wcpss.net](mailto:kcooper@wcpss.net)>  
**Cc:** Lisa Richardson \_ Staff - Finance <[lwrichardson@wcpss.net](mailto:lwrichardson@wcpss.net)>  
**Subject:** RE: Education Elements invoice and payment

If the po was open, then the work was performed without a contract of additional funds added to the po?

Who managed the project? I would suggest that individual write a letter to Marlo for her signature.

We do need to verify 100% of the work was completed in a satisfactory manner.

And I like the thought of splitting the invoices.

Thanks,  
Mark

---

**From:** Keith Cooper \_ Staff - TechnologySvcs <[kcooper@wcpss.net](mailto:kcooper@wcpss.net)>  
**Sent:** Monday, March 1, 2021 10:50 AM  
**To:** Mark Winters \_ Staff - Finance <[mwinters@wcpss.net](mailto:mwinters@wcpss.net)>



**Cc:** Lisa Richardson \_ Staff - Finance <[lwrichardson@wcpss.net](mailto:lwrichardson@wcpss.net)>

**Subject:** Education Elements invoice and payment

I am checking up on outstanding items on my To Do List and came across the change order for Education Elements. Back before the Holidays you were provided a change order to sign to extend the term for an Education Elements contract. This was an after-the-fact change order required to allow us to pay for services provided after the original contract end date had expired but our staff continued to utilize their services for an additional six months. I have not received it back and was curious if there is anything you need from me before signing or, perhaps, you were wanting to chat with Marlo before signing?

Keith Cooper  
Senior Administrator  
Technology Services  
919-694-0111



## **Keith Cooper \_ Staff - TechnologySvcs**

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**From:** Keith Cooper \_ Staff - TechnologySvcs  
**Sent:** Wednesday, October 28, 2020 11:22 AM  
**To:** Marlo Gaddis \_ Staff - TechnologySvcs  
**Cc:** Rita Tighe \_ Staff - TechnologySvcs; Cherie Wiggs \_ Staff - Finance  
**Subject:** RE: Invoice from Education Elements

I have serious concerns processing this invoice. Below are my reasons.

- Term of contract for these services ran March 6, 2019 through December 31, 2019. I was never informed that an extension was required. Therefore any work that is noted on the current invoice occurring between January and June 2020 was after the contract had expired.
- Contract states services provided are to be invoiced monthly. Current invoice lists dates from over a year ago and is four months after last date of service. Timely submission of invoices should be expected.
- I reached out to you through MS Teams in July specifically asking about any additional amounts against this contract and reiterated that the contract only ran through December 2019. This was during closeout of fiscal year 2019-20 to make sure all amounts incurred last fiscal year were processed. When I did not receive any indication that additional amounts were due, I closed the file.

From my standpoint, the contract ended in December 2019. Any additional amounts due should have been invoiced at that time. If an extension was required, it should have been executed before we left for Christmas break. If you feel this invoice is warranted and we must pay it, then you will need to write up a justification and we will need to execute a change order after the fact to account for the additional time utilized for completion. Accounting may still question the invoice. Let me know how you want to proceed.

Keith  
919-694-0111

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**From:** Marlo Gaddis \_ Staff - TechnologySvcs <mgaddis@wcpss.net>  
**Sent:** Wednesday, October 28, 2020 10:35 AM  
**To:** Keith Cooper \_ Staff - TechnologySvcs <kcooper@wcpss.net>  
**Subject:** FW: Invoice from Education Elements

Marlo Gaddis  
Chief Technology Officer  
Wake County Public School System  
110 Corning Rd  
Cary, NC 27518  
(o) 919.533.7277  
[mgaddis@wcpss.net](mailto:mgaddis@wcpss.net)  
@mrhgaddis



DUE 11/27/2020

**\$55,000.00**

**Print or save**

Powered by QuickBooks

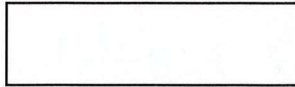
Education Elements, Inc.

(please see remittance address below) 999 Skyway Rd, Suite 325, San Carlos CA 94070 US

(650)517-3601

[receivables@edelements.com](mailto:receivables@edelements.com)

If you receive an email that seems fraudulent, please check with the business owner before paying.



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2020

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).

<b>PRODUCER</b> Suhr Risk Services of California - 0K07568 910 East Hamilton Avenue Suite 410 Campbell CA 95008	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificates@insuhr.com														
<b>INSURED</b> Education Elements, INC. 999 Skyway Road Suite 325 San Carlos CA 94070	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Continental Casualty Co</td><td>20443</td></tr><tr><td>INSURER B: Travelers Casualty and Surety Company of America</td><td>31194</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Co	20443	INSURER B: Travelers Casualty and Surety Company of America	31194	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 2020**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 WVD	POLICY NUMBER	POLICY EFF (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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		5092200557	02/22/2020	02/22/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5092200557	02/22/2020	02/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			5092200560	02/22/2020	02/22/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	MPL & Crime 10K Retention, D&O \$0 Retention & Extortion/Detention \$25K			106061243	02/22/2020	02/22/2021	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)

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 
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Type of Contract:

Service Agreement: Version 1, 2, or 3

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**Contract Routing Form 1950**

FINANCE / ACCOUNTING

FEB 22 2019

Person to Call for Pick up: Keith Cooper

Phone: 919-694-0111

Name of Contract: Education Elements, Inc.

If Change Order - (Amount +/-): \_\_\_\_\_

Total Contract Amount: \$ 275,000.00

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

Board Meeting Date: 03/05/2019

Budget Code: 04-6400-862-529-0745-0810

Items of Special Note: Professional services contract to develop an actionable roadmap for the assessment, purchase, and roll out of classroom technology utilizing bond allocations for annual technology purchases. Term will run 3/6/19-12/31/19. Services invoiced monthly. PO 217595 to be utilized.

**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)

\_\_\_\_\_

\_\_\_\_\_

Fiscal Administrator (\$2,500 and up and all MOAs)

gcw

2/21/19

Assistant Superintendent or Area Superintendent  
(\$10,000 - \$99,999 and all MOAs)

\_\_\_\_\_

\_\_\_\_\_

Chief Officer (\$100,000+ and All MOAs)

mg

2/21/19

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

Initial

Date

Risk Management (Insurance Review)

gib

2/27/19\*

Finance Officer \*

mk

2/26/19

Chief Operating Officer (Required at \$100,000 +)

OR

3/1/19

School Board Attorney

(As required by the Chief Officer or Superintendent)

Comments:

\*The Keith for catching COI date gpb.

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

\* confirmed w/ Facilities Please confirm it is the cash portion it is part of cash portion. A CIP being requested. For this D. Note

