

PAYEE SHOULD DETACH STUB AND
DEPOSIT VOUCHER AT ONCE

WAKE COUNTY PUBLIC SCHOOL SYSTEM
General Expense Fund
110 Corning Road, Cary, N.C. 27518

DATE
26-Apr-21

CHECK NO
1001312

DATE	INVOICE	GROSS	DISCOUNT	NET
DESCRIPTION				
06-APR-21 233142	2481	6,000.00	.00	6,000.00

WELL FARGO BANK, N.A.
RALEIGH NC 27611

FISCAL CONTROL ACT.

11-24
1210

General Expense Fund
WAKE COUNTY PUBLIC SCHOOL SYSTEM
110 Corning Road, Cary, N.C. 27518

CHECK NO
1001312

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

PAY Six Thousand And No/100 Dollars

void after one year

TO THE ORDER OF

✓
EDUCATION ELEMENTS, INC
PO BOX 92109
LAS VEGAS, NV 89193-2109

DATE
26-Apr-21

CHECK AMOUNT
\$*****6,000.00



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

PURCHASE ORDER

233142

Page 1 of 1

INVOICE
TO

WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
111 CORNING ROAD, Suite 250
CARY, NC 27518

PAYMENT TERMS

Net 30

PO REVISION

1

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.

RECEIPT KEYED

APR 21 2021

DENITA PURSER

TO

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

SHIP
TO

Alston Ridge MS - 309
120 Winding Pine Trail
Cary, NC 27518

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

WCPSS Deliver To Only: Fegeley, Ms. Kimberley Kelley

Alston Ridge MS - 309

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		02.5110.848.312.0217.0309.000 SIX VIRTUAL SESSIONS - THREE FOR FALL / THREE FOR WINTER - ON NEW SCHOOL SUPPORT & RESOURCES	6000	Dollar	1.00	

RECEIVED
APR 12 2021
ACCTG.

RECEIVED
APR 13 2021
CIERRA OJILA

K. Fegeley

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

4/8/21

DATE

PARTIAL
☐

FINAL
☒

[Signature]

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

04-08-21

DATE

MATERIAL RECEIVING REPORT

Education Elements, Inc.

101 Hickey Blvd, Ste A #526
South San Francisco, CA 94080
US
(650)517-3601
receivables@edelements.com



INVOICE

BILL TO

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

INVOICE # 2481

DATE 04/06/2021

DUE DATE 05/06/2021

TERMS Net 30

DESCRIPTION	AMOUNT
Professional Services per Agreement signed 10/1/20 Invoice 1 of 1 6 Virtual Sessions - Oct 2020 - April 2021	6,000.00

Please remit all checks to:
Education Elements, Inc.
PO Box 92109
Las Vegas, NV 89193-2109

BALANCE DUE

\$6,000.00

ACH & Wire Instructions:

Bridge Bank, a division of Western Alliance Bank
ABA or Routing number: 121143260
Account number: 8827810149
For Credit to: Education Elements Inc

PAID

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Contract Routing Form 1950

Check Box for Contract Type:

- ☐ Service Agreement: Version 1, 2, or 3
- ☐ Memorandum of Agreement (MOA)
- ☐ Change Order
- ☐ Revenue Contract/Grant

Person to Call for Pick up: Kim Hegarty Phone: 919.694.8044 ext. 2790

Name of Contract Vendor: Education Elements

If Change Order - Amount of Change: _____ Total Contract Amount: 6000.00

Board Action (Required at \$100,000): ☐ Yes ☐ No Board Meeting Date: _____

Budget Code: 02.5110.848.312.0217.0309.000

Items of Special Note:

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 to \$9,999)	<u>KH</u>	<u>09/22/2020</u>
Leadership Team Supervisor or Area Superintendent (\$10,000 to \$99,999 and All MOA's)	_____	_____
Chief Officer or Deputy (\$100,000 plus and All MOA's)	_____	_____

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

	Initial	Date
Risk Management	<u>gcb</u>	<u>9/24/20</u> *!
Required Certification of Funds	<u>mbw</u>	<u>9/24/20</u>
Finance Officer	<u>mbw</u>	<u>9/24/20</u>
Chief Operating Officer	<u>----</u>	_____
School Board Attorney (As required by Chief Officer, Area or Deputy Superintendent)	_____	_____

Comments:

*! the contract requires insurance certificates(section 7) Please secure COI for General Liability
and attach to the contract --- gcb

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

F.A. 24203



Service Agreement/Contract

Justification/Negotiation Statement

Requestor's Name: **Kim Fegeley**

Vendor's Name: Education Elements

Date: **9/14/2020**

Justification (why services are required): Staff Development (New Teacher)

Scope of Services (what is being provided and measurable outcomes): Ed Elements will provide 6 virtual sessions (3 fall 3 Winter) , will focus on new school support and resources based on real time needs

Negotiation (Price/terms negotiated; if bid or quote for services is not the lowest of the three quotes or submitted bids please justify):

WAKE COUNTY PUBLIC SCHOOL SYSTEM

This contract (the "Contract") is made and entered into this 14th day of September, 2020, between the Wake County Board of Education (the "School System"), 5625 Dillard Drive, Cary, NC 27518, and Education Elements(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:

Obligations and Representations of Parties. Provider hereby agrees to provide the following services to the School System: Ed Elements will provide 6 virtual sessions (3 fall 3 Winter), will focus on new school support and resources based on real time needs at designated times and sites as specifically requested and authorized by the School System. 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. The parties acknowledge that the Wake County Board of Education has authorized the Superintendent or his designee to enter into service contracts involving expenditures of up to \$100,000. The parties further acknowledge that the School System may perform all or part of its obligations pursuant to this Contract through the Superintendent or his designee.

1. **Compensation.** The School System hereby agrees to compensate Provider in the amount (not to exceed) \$6000.00, once all services have been rendered in accordance with the terms of this Contract. 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. **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.
3. **Term.** The services described in this Contract will be provided from Sept, 2020 through February 2021, unless sooner terminated as herein provided.
4. **Termination for Convenience.** The School System may terminate this Contract at any time at its complete discretion upon ten (10) 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.
5. **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.
6. **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 Operations 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.

7. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
8. Monitoring and Auditing. Provider shall maintain, during the entirety of this Contract term, including any extensions, and for three (3) years thereafter, receipts, records, and/or documents to support the following: the cost of materials purchased for Projects completed under this Contract by the Provider or its subcontractor; the number of labor hours billed by the Provider's employees and its subcontractors; the sales tax paid by the Provider and its subcontractors for materials; and the names and contact information for all of Provider's employees or subcontractors who performed work under this Contract. Provider must be able to provide this supporting documentation to the School System upon request during the Contract term, including any extensions, and within three (3) years thereafter. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract.
9. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this Contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
10. Lunsford Act/Criminal Background Check. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. 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 Provider's convenience only, 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/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider 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 Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider 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. Provider 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. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the school system to perform a criminal 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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 relevant WCPSS policies while on School System property. The Provider acknowledges that it has received copies of and will abide by the following Wake County Board of Education policies:

- Policy 2305: Code of Ethics and Standards of Conduct
- Policy 2307: Drug-free Workplace Environment
- Policy 3012: Prohibited Conduct on School Property and at School Events
- Policy 4040/7310: Staff-Student Relations
- Policy 5026/7250: Use of Tobacco and Nicotine Products
- Policy 5027/7275: Weapons and Explosives Prohibited
- Policy 7241: Drug and Alcohol Testing of Commercial Motor Vehicle Operators

17. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of the WCPSS agreement and the Education Elements that the terms and conditions in the WCPSS agreement shall prevail.
18. Entire Agreement. This Contract may be amended only by written amendments duly executed by and between the School System and Provider. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
19. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. The Parties agree that scanned, faxed, and/or electronically transmitted copies of this Contract will have the same validity and force as an original, and that scanned, faxed, or electronic signatures shall be deemed original signatures for purposes of this Contract and given the same legal effect as original signatures.
20. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.
21. Proprietary Rights. Provider and/or its licensors own and retain all right, title and interest in and to (i) the Services, and (ii) any improvements or modifications to the Services and related materials, that the Provider, or personnel working for or through the Provider, may make, conceive or develop, alone or jointly with others, in the course of performing the Services or as a result of such Services. The parties agree that, except as expressly stated herein, this Agreement does not grant the School System any rights or licenses in respect of the Services. The Services are licensed to the School System for a duration limited by dates on the Agreement; if there is no Services end-date on the Agreement, the term shall be limited to 12 months from the effective date of the Agreement. A license to continued use of the services will extend to the new term date if the Agreement is renewed. This license does not permit rebranding or distribution of the Services beyond the licensee. Notwithstanding the above, any copyrights falling under 34 CFR § 80.34 are not exclusive Provider copyrights.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**WAKE COUNTY
BOARD OF EDUCATION**

Richard B. Williams, Jr- Principal ARMS

PROVIDER

Education Elements-Authorized Signature

02.5110.848.312.0217.0309.000
Budget Code



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).

PRODUCER Suhr Risk Services of California - 0K07568 910 East Hamilton Avenue Suite 410 Campbell CA 95008	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: certificates@insuhr.com
INSURED Education Elements, INC. 999 Skyway Road Suite 325 San Carlos CA 94070	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Co INSURER B: Travelers Casualty and Surety Company of America 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 - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input 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	02/22/2020	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			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 <input type="checkbox"/> N/A	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

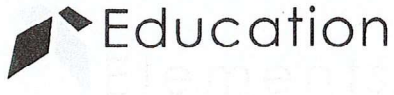
Page ____ of ____

AGENCY Suhr Risk Services of California - 0K07568		NAMED INSURED Education Elements, INC.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** : Notes

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. Packaged with MPL & D&O policies additional coverages: Kidnap & Ransom 250k; Identity Expense
Reimbursement 5k; Investigation Expense Limit 100k; Supplemental Personal Indemnification Coverage 500k.

Travelers Casualty and Surety Company of America - Policy # 106061243 - 2/22/2020 to 2/22/2021.



999 Skyway Road,
Suite 325
San Carlos, CA, 94070

New School Support for Alston Ridge

08.17.2020

- The Alston Ridge Principal is seeking outside support for him and his administration team to continue to grow in a responsive, cyclical, and data-driven manner in year two of opening a new school.
 - The Principal believes Education Elements is a strong partner for coaching given the organization's experience in new school, leadership and team development along with already having a relationship established.
-
- Education Elements will provide six virtual sessions (3 fall and 3 winter).
 - Each one-hour, virtual session will focus on new school support and resources based on real time needs.
 - This work will tentatively take place Sept, 2020 to February, 2021.

- We will continue to build school capacity to support new school implementation with the administration team. We will identify and support effective practices around instruction and culture along with aligning with the new school models.
- We will customize what the school/administration team needs are. We have resources, protocols, and frameworks at hand, and deploy these based on what the needs for the sessions are.
- Our sessions are anchored in trust and responsiveness. We are here as a confidant and are nimble in adjusting our approach to best meet the schools/admins teams needs.

The following table outlines our proposed set of activities and deliverables to provide comprehensive support. We have provided a sample time-frame and set of virtual sessions. We would work together remotely to prepare for each session, summarize learnings, and prepare deliverables.

Fall		
Touchpoints	Description or Deliverable	Timeline & Duration
Virtual Session 1	3 hours of responsive planning - We will identify and support effective practices around instruction and culture along with aligning with the new school models. <ul style="list-style-type: none"> • Co-create agenda with ARMS Leadership Team based on current needs • Create protocols and coach ARMS Leadership Team to move the work between sessions 	October- November

Winter

Touchpoints	Description or Deliverable	Timeline & Duration
Virtual Session 2	3 hours of responsive planning - We will identify and support effective practices around instruction and culture along with aligning with the new school models. <ul style="list-style-type: none"> • Co-create agenda with ARMS Leadership Team based on current needs • Create protocols and coach ARMS Leadership Team to move the work between sessions 	January - February

- Education Elements will dedicate a one person to manage the project, key meetings and deliverable creation.
- Jill Thompson, Associate Partner, will provide overall quality assurance, project support and subject matter expertise.

The pricing for the work is \$6,000. Our pricing is inclusive of all expenses.



Close Window Preferences Diagnostics

77 Navigation Favorites

Suppliers

Quick Update Update EDUCATION ELEMENTS, INC. 57573 Quick Update

* Indicates required field

Supplier Name EDUCATION ELEMENTS, Supplier Number 57573
Alternate Supplier Name
Fegistry ID 372462
Inactive Date
Alias

Forchase Order hold ☐ All New Order's
Hold from Payment ☐ All Invoices
☐ Unmatched Invoices
☐ Unvalidated Invoices

Supplier Sites

Site Status Active Site Name Operating Unit 656

Key Purchasing Setups Key Payment Setups

Operating Site Name Unit Ship-To Location Bill-To Location Accounts Payable Slip Va Pay On Alternate Pay Site Invoice Summary Level Invoice Gapless Transaction Numbering Selling Company Identifier FOB Freight Terms
POBOX341354 Wake County Public School System
99SKYWAY Wake County Public School System OR

#StrengthInARMS

From: Trisha Posey _ Staff - Finance <tposey@wcpss.net>
Sent: Thursday, October 1, 2020 11:49 AM
To: Kimberley Fegeley _ Staff - AlstonRidgeMS <kfegeley@wcpss.net>
Cc: Jennifer Drisko _ Staff - Finance <jdrisko@wcpss.net>
Subject: RE: EE Contract Proprietary Language: Alston Ridge Middle School

Kimberley,

Yes, you can add that back in. If you have the original Word version of the contract please email it to me and I will add it back in.

Thanks,
Trisha

Trisha C. Posey, Senior Director
Financial Services
5625 Dillard Drive
Cary, NC 27518
919-533-7181

From: Kimberley Fegeley _ Staff - AlstonRidgeMS <kfegeley@wcpss.net>
Sent: Thursday, October 1, 2020 11:44 AM
To: Trisha Posey _ Staff - Finance <tposey@wcpss.net>
Subject: Re: EE Contract Proprietary Language: Alston Ridge Middle School

Good Morning Trisha,

Thank you so much for your help with this . I am still a bit confused, are you saying that we can add this paragraph back to the Version 1 contract? If yes, how do I go about doing that?

Kim

Kim Fegeley

Bookkeeper

EE Contract Proprietary Language: Alston Ridge Middle School

Trisha Posey _ Staff - Finance <tposey@wcpss.net>

Wed 9/30/2020 3:48 PM

To: Richard Williams _ Staff - AlstonRidgeMS <rwilliams5@wcpss.net>

Cc: Elizabeth Hodge _ Staff - ChiefOfStaff <ehodge3@wcpss.net>; Jennifer Drisko _ Staff - Finance <jdrisko@wcpss.net>;

Kimberley Fegeley _ Staff - AlstonRidgeMS <kfegeley@wcpss.net>

Mr. Williams,

I am familiar with the services offered by Education Elements. If they are not developing material for the School System that would become our property than the proprietary language to protect Education Elements licensed property is acceptable.

Proprietary Rights. Provider and/or its licensors own and retain all right, title and interest in and to (i) the Services, and (ii) any improvements or modifications to the Services and related materials, that the Provider, or personnel working for or through the Provider, may make, conceive or develop, alone or jointly with others, in the course of performing the Services or as a result of such Services. The parties agree that, except as expressly stated herein, this Agreement does not grant the School System any rights or licenses in respect of the Services. The Services are licensed to the School System for a duration limited by dates on the Agreement; if there is no Services end-date on the Agreement, the term shall be limited to 12 months from the effective date of the Agreement. A license to continued use of the services will extend to the new term date if the Agreement is renewed. This license does not permit rebranding or distribution of the Services beyond the licensee. Notwithstanding the above, any copyrights falling under 34 CFR § 80.34 are not exclusive Provider copyrights.

Thanks,

Trisha

Trisha C. Posey, Fiscal Director

Financial Services

5625 Dillard Drive

Cary, NC 27518

919-533-7181

From: Elizabeth Hodge _ Staff - ChiefOfStaff <ehodge3@wcpss.net>

Sent: Wednesday, September 30, 2020 1:55 PM

To: Trisha Posey _ Staff - Finance <tposey@wcpss.net>

Subject: FW: Alston Ridge Middle School

Hey Trisha – we have a school beginning a contract with Education Elements and have bumped up against an issue that they have reached out to me about. There may be nothing that we can do, which is fine, but I was wondering if you have any additional insight or guidance that you can provide that might help Rick (the principal) be able to move forward. Feel free to call if it is easier.

Many thanks,

Beth Hodge

Senior Director for Innovative and Strategic Initiatives

Office of the Chief of Staff

Wake County Public School System

Crossroads I
5625 Dillard Drive
Cary, NC 27518
Office Phone: 919.533.7078
Office Number 2705

From: Richard Williams _ Staff - AlstonRidgeMS <rwilliams5@wcpss.net>
Date: Wednesday, September 30, 2020 at 1:38 PM
To: Beth Hodge <ehodge3@wcpss.net>
Subject: Fw: Alston Ridge Middle School

Beth,

I hope you are well today. I was wondering if you could help me with something before I go to Seydric. I know you both are incredibly busy.

We completed a contract for Ed Elements to help Alston Ridge MS in year 2 (Seydric is aware and approved). But as you can see from the history below, WCPSS removed a certain kind of language from their contracts in 2020-21 versus what was in the contracts in previous years:

Proprietary Rights. Provider and/or its licensors own and retain all right, title and interest in and to (i) the Services, and (ii) any improvements or modifications to the Services and related materials, that the Provider, or personnel working for or through the Provider, may make, conceive or develop, alone or jointly with others, in the course of performing the Services or as a result of such Services. The parties agree that, except as expressly stated herein, this Agreement does not grant the School System any rights or licenses in respect of the Services. The Services are licensed to the School System for a duration limited by dates on the Agreement; if there is no Services end-date on the Agreement, the term shall be limited to 12 months from the effective date of the Agreement. A license to continued use of the services will extend to the new term date if the Agreement is renewed. This license does not permit rebranding or distribution of the Services beyond the licensee. Notwithstanding the above, any copyrights falling under 34 CFR § 80.34 are not exclusive Provider copyrights.

WCPSS Budget is standing firm.

Filip Kesler (from Ed Elements) is standing firm that they want the language in the contract.

I'm at a loss of what to do. I thought maybe you'd have some insight from the previous work done with Ed Elements in the district.

Thanks so much for helping me trouble this last stage of getting Ed Elements support here.

From: Kimberley Fegeley _ Staff - AlstonRidgeMS <kfegeley@wcpss.net>
Sent: Wednesday, September 30, 2020 1:31 PM
To: Richard Williams _ Staff - AlstonRidgeMS <rwilliams5@wcpss.net>
Subject: Fw: Alston Ridge Middle School

History:

Kim Fegeley

Bookkeeper

Alston Ridge Middle School

919-694-8044 x-27909

#StrengthInARMS

From: Jennifer Drisko _ Staff - Finance <jdrisko@wcpss.net>

Sent: Wednesday, September 30, 2020 1:16 PM

To: Kimberley Fegeley _ Staff - AlstonRidgeMS <kfegeley@wcpss.net>

Subject: Re: Alston Ridge Middle School

It has been removed.

Jenny Drisko

Fiscal Administrator for Chief of Schools

Wake County Public School System

5625 Dillard Drive

Cary, NC 27518

919.694.0366 (office)

919.389.6927 (cell)

From: Kimberley Fegeley _ Staff - AlstonRidgeMS <kfegeley@wcpss.net>

Sent: Wednesday, September 30, 2020 1:16 PM

To: Jennifer Drisko _ Staff - Finance <jdrisko@wcpss.net>

Subject: Re: Alston Ridge Middle School

Is the language in the paragraph that is missing stated anywhere else in the new version?

Kim Fegeley

Bookkeeper

Alston Ridge Middle School

919-694-8044 x-27909

#StrengthInARMS

From: Jennifer Drisko _ Staff - Finance <jdrisko@wcpss.net>

Sent: Wednesday, September 30, 2020 1:14 PM

To: Kimberley Fegeley _ Staff - AlstonRidgeMS <kfegeley@wcpss.net>

Subject: Re: Alston Ridge Middle School

Well, tell him that this contract is a few years old and this is the new contract. Our contracts are reviewed and revised by our attorney on a regular basis. We are not adding it back in.

Let him know that this is the most current version and to please sign this version.

Jenny Drisko

Fiscal Administrator for Chief of Schools

Wake County Public School System

5625 Dillard Drive

Cary, NC 27518

919.694.0366 (office)

919.389.6927 (cell)

From: Kimberley Fegeley _ Staff - AlstonRidgeMS <kfegeley@wcpss.net>
Sent: Wednesday, September 30, 2020 1:11 PM
To: Jennifer Drisko _ Staff - Finance <jdrisko@wcpss.net>
Subject: Fw: Alston Ridge Middle School

This is what he sent me yesterday, we here at ARMS have never had them out, however he attached a past WCPSS contract (see attached) which I assume is why he is asking for the paragraph to be put back in.

Thank you for your help with this!

Kim Fegeley

Bookkeeper

Alston Ridge Middle School

919-694-8044 x-27909

#StrengthInARMS

From: Filip Kesler (work) <filip@edelements.com>
Sent: Monday, September 28, 2020 2:11 PM
To: Jill Thompson <jill@edelements.com>; Kimberley Fegeley _ Staff - AlstonRidgeMS <kfegeley@wcpss.net>
Cc: BizOps <BizOps@edelements.com>
Subject: Re: Alston Ridge Middle School

CAUTION: This email originated from outside of the organization! Proceed with caution!

Hi Kim-

Attached is one of our previous contracts. Pls see Clause #18 Proprietary Rights. That is the one we'd need to add to this contract. I have also added the full text of the clause below:

Proprietary Rights. Provider and/or its licensors own and retain all right, title and interest in and to (i) the Services, and (ii) any improvements or modifications to the Services and related materials, that the Provider, or personnel working for or through the Provider, may make, conceive or develop, alone or

jointly with others, in the course of performing the Services or as a result of such Services. The parties agree that, except as expressly stated herein, this Agreement does not grant the School System any rights or licenses in respect of the Services. The Services are licensed to the School System for a duration limited by dates on the Agreement; if there is no Services end-date on the Agreement, the term shall be limited to 12 months from the effective date of the Agreement. A license to continued use of the services will extend to the new term date if the Agreement is renewed. This license does not permit rebranding or distribution of the Services beyond the licensee. Notwithstanding the above, any copyrights falling under 34 CFR § 80.34 are not exclusive Provider copyrights.

Filip Kesler

BizDev & BizOps | Education Elements | @EdElementary

Get your copy of The NEW School Rules and The NEW Team Habits

by Anthony Kim, CEO of Education Elements

On Fri, Sep 25, 2020 at 5:37 AM Jill Thompson <jill@edelements.com> wrote:

Hi Kim,

Thank you. I have forwarded this to our Biz ops team and copied Filip in case there are any follow up questions etc he will contact you.

Have a great day and weekend,
Jill

On Fri, Sep 25, 2020 at 8:26 AM Kimberley Fegeley _ Staff - AlstonRidgeMS <kfegeley@wcpss.net> wrote:

Please return signed contract and COI at your earliest convience.

Thank you!

Kim

Kim Fegeley

Bookkeeper

Alston Ridge Middle School

919-694-8044 x-27909

#StrengthInARMS

From: Alston Ridge Middle <noreply@wcpss.net>

Sent: Friday, September 25, 2020 11:33 AM

To: Kimberley Fegeley _ Staff - AlstonRidgeMS <kfegeley@wcpss.net>

Subject: Send data from MFP13416581 09/25/2020 08:33

Scanned from MFP13416581

Date:09/25/2020 08:33

Pages:6

Resolution:200x200 DPI

--

Jill Thompson | Associate Partner

jill@edelements.com | 704.340.2787

Twitter: [@edu_thompson](https://twitter.com/edu_thompson)

Error! Filename not specified.