AGENDA
Durham Public Schools Board of Education Monthly Meeting
Thursday, October 21, 2021
6:30 PM

1. Call to Order
2. Moment of Silence
3. Celebrations
   • Student of the Month
4. Superintendent’s Update
5. Agenda Review and Approval
6. Board of Education Monthly Meeting Minutes
   • September 23, 2021
7. General Public Comment
8. Consent Items
   a) Purchase Agreement with TentandTable.com for Sixty (60) 20’x40’ Tents
   b) Hillside High School Right of Way with Temporary Construction Easement for New GoTriangle Bus Stop
9. Board of Education
   a) Mask Mandate Vote
10. Operations Services
    a) Durham Public Schools 10 Year CIP Update
    b) Naming of Elementary School F
11. Academic Services
    a) Hillside New Tech High School Renaming Update
    b) Revised School Calendars
    c) COVID-19 Update
12. Closed Session
    • Consider confidential personnel matters protected under G.S. 143-318.11(a) (6) and G.S. 115C-319.
    • Consult with the attorney to preserve the attorney-client privilege information pursuant to G.S. 143-318.11(a) (3).
      o K.B.B. by and through his parents, K.B. and M.B. v. Durham Public Schools Board of Education and North Carolina Department of Public Instruction, 21 EDC 00966.
    • Approve Closed Session Minutes dated September 23, 2021
13. Adjournment
Durham Public Schools
Board of Education

PRECIS

Agenda Item: Celebrations

Staff Liaison Present: William ‘Chip’ Sudderth Phone#: 560-2602

Main Points:

- Student of the Month: October
  - Lauryn Futtrell, City of Medicine Academy, Interim Principal Renita Griffin Jordan

Fiscal Implications: N/A

<table>
<thead>
<tr>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information ☒</td>
</tr>
<tr>
<td>Discussion □</td>
</tr>
<tr>
<td>Action □</td>
</tr>
<tr>
<td>Consent □</td>
</tr>
</tbody>
</table>

Reviewed by: ☐ Finance _________ ☐ Attorney _________
Durham Public Schools
Board of Education Monthly Meeting
PREcis

Agenda Item: Minutes

Staff Liaison Present: Nicole Smith Phone#: 919-560-2502

Main Points:

Minutes for approval:

- September 2021

Fiscal Implications: N/A

Purpose
Information/Discussion ☐ Action ☒ Consent ☐

Reviewed by: ☐ Finance __________ ☐ Attorney __________
Durham Public Schools Board of Education held its regular monthly Board of Education Meeting on Thursday, September 23, 2021, at approximately 6:33 p.m. at the Fuller Administration Building, 511 Cleveland Street, Durham, NC 27701.

**Board Members Present:** Bettina Umstead (Chair), Jovonia Lewis (Vice Chair), Mike Lee, Natalie Beyer, Matt Sears, and Alexandra Valladares. Frederick Ravin participated virtually.

**Administration Present:** Pascal Mubenga (Superintendent), Dr. Nakia Hardy (Deputy Superintendent of Academic Services), Julius Monk (Deputy Superintendent of Operations), Tanya Giovanni (Chief of Staff), Dr. Alvera Lesane (Assistant Superintendent of Human Resources) and William “Chip” Sudderth III (Chief Communications Officer).

**Attorney Present:** Ken Soo

**Recorder:** Nicole Smith, Board of Education Executive Assistant

**Call to Order:**
Chair Bettina Umstead called the meeting to order and asked for a moment of silence.

**Spanish Translator Present:**
Interpretation services were provided by the DPS Multilingual Resource Center

### 3. Celebrations
- **Student of the Month:** September
  - Esvin Vasquez-Colaj, Middle College High School at DTCC, Principal Crystal Taylor-Simon
- Former Principal of Peasontown Elementary School, Rod Teal, was presented with the National Blue Ribbon Award.

### 4. Superintendent Update

Dr. Pascal Mubenga reported that some ESSR funds have been used to hire a DPS COVID Response Team. The positions will last for about two (2) years. There will be ten (10) contact tracers and bilingual positions. The district will also hire a COVID Communications Specialist.

He also reported that 44.57% of the students in DPS have been vaccinated. He met with the Superintendent’s Student Advisory Committee and received feedback on the vaccination process. He also provided additional data pertaining cases and student age.

He also mentioned COVID testing and said there is working being collaborative work being done with central office staff and schools to help with testing. Maco Medical has also been facilitating testing with the district to begin testing at four schools on October 4th. All schools will have access
to testing beginning October 11th.

Progress has been made with implementing outdoor eating and there is still more work to be done.

Bettina Umstead mentioned, per state law, the district has to vote to continue to require the mask mandate in district buildings as schools. Jovonia Lewis made a motion to continue to require wearing masks in district and school buildings. Alexandra Valladares seconded, and the motion passed unanimously.

5. **Agenda Review and Approval**
   Jovonia Lewis moved that the agenda be approved as presented. Natalie Beyer seconded, and the agenda passed unanimously.

6. **Board of Education Meeting Minutes dated August 26, 2021**
   Natalie Beyer moved to approve the minutes dated August 26, 2021. Frederick Ravin seconded, and the motion passed unanimously.

7. **General Public Comment**
   There were two (5) in-person public comments:

   Millicent Rogers  
   Rachelle McLain  
   Irving Truitt  
   Hershel Wiley  
   Cora Tucker

   There were twenty-one (21) comments submitted online. William Sudderth read the first 30 seconds of each comment submitted.

7. **Consent Items**
   a. Cleaning and Disinfecting Invoice and Expense Approval
   b. Bethesda Elementary School Additions and Renovations Design Contract with Little Diversified Architectural Consulting
   c. Glenn Elementary School Additions and Renovations Design Contract with Little Diversified Architectural Consulting
   d. Club Blvd. Elementary School Additions and Renovations Design Contract with HH Architecture
   e. Holt Elementary School Additions and Renovations Design Contract with Andre Johnson Architect, PLLC
   f. Mangum Elementary School Renovations Design Contract with Mosely Architects
   g. Morehead Montessori Additions and Renovations Design Contract with HH Architecture
   h. Elementary F Commissioning Contract with SystemWorCX
   i. Exam Exemption Policy
   j. Title 1 District Plan 2021-2022
Alexandra Valladares asked to review slide number 9 in the Title 1 District Plan 2021-22 presentation. Dr. Dietrich Danner was present to answer questions and provide context regarding Title I Planning Allotment.

Matt Sears made a motion to approve the consent items as presented. Natalie Beyer seconded, and the motion passed unanimously.

9. **DSNAC Proclamation**

Sumetrice Porter (public comment) provided background information related to the DSNAC Proclamation and its origins.

Each board member took turns reading the passages. Natalie Beyer made a motion to approve the proclamation as presented. Alexandra Valladares seconded, and the motion passed unanimously.

Alexandra Valladares and Fredrick Ravin commented on the purpose of this resolution and the importance of supporting the mission.

10. **Chief of Staff**

a. Board Policy 7550- Absences Due to Inclement Weather – First Reading

Tanya Giovanni reviewed the policy and the changes that are being recommended by the district administrators. Frederick Ravin asked questions regarding the work from home option. Dr. Pascal Mubenga explained the content on the current state bill as it pertains to the number of days (5) that can be used to work from home. Ken Soo stated that the district is within their right to manage the details without violating statue.

Mike Lee asked questions about the details surrounding closures that effect students’ attendance and how it will affect the teachers’ leave with or without pay. Ken Soo added that the teacher can make the missed day up. Mike Lee asked if all principals are willing to allow teachers to make up the day instead of exhausting their leave. Dr. Mubenga said that principals have been advised to be flexible with their staff so everyone can make the safest decisions. Dr. Lesane provided additional details pertains make-up time as it applies to hourly staff. Board members continued to ask clarifying questions and administration provided additional details.

Mike Lee made a motion to approve Board Policy 7550 – Absences Due to Inclement Weather for second reading at the BOE Work Session on October 7th. Natalie Beyer seconded, and the motion passed unanimously.

11. **Operations Services**

a) Bus Driver Salary Increase Proposal

Paul LeSieur reviewed a PowerPoint presentation that detailed the following:

- Proposed Bus Driver Pay Increases
Current and Proposed DPS Salary Schedule and Comparison to Wake County Public School System

Frederick Ravin asked if the cost is based at full capacity or the current number of bus drivers the district has the average number of years of experience the bus drivers have. Paul LeSieur confirmed the information reflects full capacity and the average number of years of experience is 9 years. Matt Sears asked questions regarding the base salary amount and Paul LeSieur explained how the salary amount effects the transportation allocations.

Board members and administration continued discussion about vacancies, recruiting and improving the quality of transit. The pay increase will be retroactive.

Frederick Ravin made a motion to approve the Bus Driver Salary Increase Proposal as presented. Natalie Beyer seconded, and the motion passed unanimously.

b) Vaccination Mandate Implementation

Dr. Alvera Lesane reviewed a PowerPoint presentation that detailed the following:

- HR Vaccination Mandate Implementation Processes
- Develop Procedure to Determine Vaccination Status
- Are you Fully vaccinated against COVID-19?

Note: Dr. Lesane began to provide narrative on this item because the PowerPoint presentation being displayed was not the updated version. It was later determined during the meeting that she did not send the updated version to the board office to be posted. She sent the updated presentation that showed survey completion and the data was shared with the board.

She reported information on the percent of employees that are vaccinated.
10% of Bus Drivers
41% Classified Employees
70% Licensed Employees

Also reported were ethnic demographic percentages that are vaccinated.
- Do you plan to get the COVID-19 vaccine?
- Do you plan to submit a request for a medical exemption?
- Do you plan to submit a request for a religious exemption?
- Testing Approach
- Medical and Religious Exemptions
- Identify Process for Tracking Test Results
- Testing Tracking
- Prepare for OSHA Complaints and Inspections
- Additional Considerations

Frederick Ravin is in support of this endeavor. He feels that the mandate should have two responsibilities: Caring about staff and encouraging them to be protected. Ensuring public safety by
reducing the viral load. Natalie Beyer expressed concern with the disproportionalities that we know still exists and how administration will manage outreach? Dr. Lesane stated there has been a lot of thought given to navigating approach especially since this is viewed as something very personal for employees. She also explained the process being used to gather vaccination information/proof from employees.

Natalie Beyer also expressed her desire to have vaccination requirements for volunteers. Dr. Pascal Mubenga provided information regarding the process being considered for testing and logistics.

Mike Lee shifted the conversation to outdoor eating expectation and reiterating that it is not a requirement. He stated that is should be communicated properly as to not place added pressure to school administration.

Board members continued to express their concerns with mandating vaccinations.

12. Academic Services

a) Hillside New Tech High School Update

Dr. Nakia Hardy, Dr. Debbie Pitman and Dr. Julie Pack reviewed a PowerPoint presentation that detailed the following:

- Agenda – History of HNTHS, Cooperative Innovative High School, Review of Current Status and Next Steps
- History of Hillside New Tech High School
- Cooperative Innovative High School
- Current Status of Hillside New Tech
- Next Steps

Matt Sears commented on how pleased he is with the innovative approach and hopes that the administration continues to focus on teaching, learning and performance. Natalie Beyer asked was is envisioned for the students that are currently in the program and how it will look moving forward. Dr. Julie Pack provided information on the work being done and partnerships formed to make the experience rewarding for the students. Frederick Ravin asked questions about the financial impacts for name changes and logo development. He hopes that students will be involved in the design process with incentives. Mike Lee asked what the timing is like for renaming the school as it pertains to the Magnet Fair. Dr. Julie Pack said there is a draft timeline in place but it is a lengthy process. William Sudderth provided information on timing and communicating this process out to the community/parents.

Bettina Umstead asked for Dr. Pack to provide information about the pathway and credentials that will be earned by the students and how it will benefit them in their future.

b) Spark Scholars at IGNITE!

Dr. Nakia Hardy reviewed a PowerPoint presentation that detailed the following:
Mike Lee said this is a great representation of the school listening to parents and is pleased with the adjustments. He asked if the program is just for one year. Dr. Hardy said yes. IGNITE! Online Academy will still be available for those families who still feel uncomfortable with sending their students in the building after one year. Dr. Hardy provided information on plans for staffing stability.

Natalie Beyer asked that the administration explain how this is different from IGNITE! Dr. Hardy explained that instruction for Spark Scholars will be provided by the vendor in a 99% virtual environment that offers synchronous and asynchronous learning. She also provided information regarding the effect it will have on graduation requirements for students.

Board members continued to ask for more details pertaining to what magnet seats and the lottery process would look like.

13. **Closed Session**

At approximately 10:27 p.m., Alexandra Valladares moved to go into Closed Session for the reasons stated on the agenda. Natalie Beyer seconded, and the motion passed unanimously.

**Reconvened Open Session**

The open session reconvened at approximately 11:00 p.m.

Mike Lee moved to approve the personnel reports dated September 23, 2021 as amended. Alexandra Valladares seconded, and the motion passed unanimously.

14. **Adjournment**

Having no further business, the meeting adjourned at approximately 11:03 p.m.
Durham Public Schools
Board Meeting
PRECIS

Agenda Item: Purchase Agreement with TentandTable.com for Sixty (60) 20’x40’ Tents

Staff Liaison Present: Mr. Frederick A. Davis,II  
Phone: (919) 560-3688  
Director – Design, Construction and Sustainability

Main Points:

• On September 23rd 2021 staff posted an RFP for 20’x40’ commercial grade tents.
• On October 5th, 2 bids were received and opened.
• TentAndTable.com was the lowest responsive and responsible bidder with a bid of $167,926.61 for 60 tents and extended use kits.
• Tents are available to ship upon order and confirmation of delivery date is dependent upon date of order.
• Installation of tents will be done under separate contract.

Recommendation:

• Administration recommends approval of the purchase of 60 tents and extended use kits from TentandTable.com at a cost of $167,926.61.

Fiscal Implications:

• ESSER

Purpose

Information/Discussion  ☐  Action  ☒  Consent  ☒

Reviewed by: ☒ Finance  PL  ☐ Attorney  _____

Reviewed by: ☒ Finance  PL  ☐ Attorney  _____

Back to Agenda
Hello DAN SCHNITZER,
Thank you again for your Quote Request.
You will find our proposal in the attached PDF.
Our Terms and Conditions are also attached.

Your Quote Request #38402 (placed on 10/06/2021 09:35am)

<table>
<thead>
<tr>
<th>Item</th>
<th>Name</th>
<th>SKU</th>
<th>Tier/Qty</th>
<th>Price</th>
<th>Discount</th>
<th>Sale Price</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>20' x 40' PVC Weekender West Coast Frame Party Tent - White</td>
<td>BT-FE24WT</td>
<td>60</td>
<td>2,149.99</td>
<td>0.00</td>
<td>2,149.99</td>
<td>128,999.40</td>
<td></td>
</tr>
<tr>
<td>12 Stake Canopy Tent Extended Usage, Kit E</td>
<td>LT-SET-KITE</td>
<td>60</td>
<td>399.99</td>
<td>0.00</td>
<td>399.99</td>
<td>23,999.40</td>
<td></td>
</tr>
</tbody>
</table>

Conditions:
Prices are not guaranteed. All prices are subject to change and will be calculated the day of ordering. For orders shipped or picked up in New York State, tax will be charged. If you are tax exempt, that exemption will be applied at the time you place the order. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

COVID 19 Service Interruptions- Due to the COVID 19 Pandemic Tentandtable.com continues to monitor its partner delivery network in both parcel, LTL, and other various methods of delivery of products. Tentandtable.com continues to see delays, shortages, damage, and misplaced shipments nationwide across multiple carriers. Tentandtable.com does not provide Guarantee of shipments to customer locations, nor refunds for delayed product(s) in shipment.

If you have any questions about your quote request please contact us at info@tentandtable.com or call us at 888-322-5606 Monday - Friday, 8am - 5pm EST. This quote was created by: Pamela Bell call 716-948-5846

Thank you, Tentandtable.net
### BID TABULATION SHEET

**RFP# 179-2122-615-PROTECT_TENT**  
Bid Opening Date: 10/05/2021

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Tents Qty: 60</th>
<th>Add Alt. Kits QTY: 60</th>
<th>Shipping</th>
<th>Tax</th>
<th>Total Base + Alt</th>
</tr>
</thead>
<tbody>
<tr>
<td>TentAndTable.Com</td>
<td>$128,999.40</td>
<td>$23,999.40</td>
<td>$3,212.00</td>
<td>$11,715.81</td>
<td>$167,926.61</td>
</tr>
<tr>
<td>USA Sealing Inc</td>
<td>$333,720.00</td>
<td>n/a</td>
<td>$12,250.00</td>
<td>$21,250.00</td>
<td>$367,220.00</td>
</tr>
</tbody>
</table>
Durham Public Schools

**REQUEST FOR PROPOSALS NO:**

RFP# 179-2122-615-PROTECT_TENT

**OCTOBER 5, 2021 @ 2:00PM**

**Bid Opening DATE:**

Durham Public Schools

Attn: Tanita Nicholson
511 Cleveland Street
Durham, NC 27701

Direct all inquiries concerning this RFP to:

Durham Public Schools

Attn: Tanita Nicholson

All questions must be submitted via email no later SEPTEMBER 27, 2021@ 12 NOON

Email: Dist.Purchasing@dpsnc.net

Using Agency Name:

Durham Public Schools

Bids will be publicly opened on:  **Tuesday, October 5, 2021 @ 2:00pm**

**NOTE:** Questions concerning the specifications in this Request for Proposals will be received until date and time listed above. ALL QUESTIONS MUST BE SUMITTED IN WRITING, EITHER BY EMAIL or TO THE ADDRESS LISTED ABOVE. NO QUESTIONS will be received by telephone. Questions received after the date and time listed above will not be considered. A summary of all questions and answers will be posted on the Interactive Purchasing System as an addendum, located under the RFP # being modified. It is the OFFEROR’S responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

**NOTICE TO BIDDERS**

Sealed Proposals subject to the conditions made a part hereof, will be received until October 5, 2021 @ 12noon for furnishing and delivering the commodity/services described herein and then publicly opened.

Bids submitted via telegraph, facsimile (FAX) machine, telephone and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable. Bids are subject to rejection unless submitted on this form.

Please submit three (3) hard copies and one (1) copy via flash drive of your proposal. One copy must be marked original.
EXECUTION
In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 84 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

| VENDOR | TenJarlable.com |
| STREET ADDRESS: | 3536 Bailey |
| CITY & STATE & ZIP: | Buffalo New York |
| P.O. BOX: | |
| ZIP: | 14215 |
| TELEPHONE NUMBER: | 716-570-029 |
| TOLL FREE TEL. NO.: | |
| PRINT NAME & TITLE OF PERSON SIGNING IN BEHALF OF VENDOR: | Mark Shuster, President |
| FEDERAL ID NUMBER: | 16-1343146 |
| VENDOR’S AUTHORIZED SIGNATURE: | |
| DATE: | 11/1/2021 |
| EMAIL: | Mark@TenJarlable.com |

Offer valid for at least 120 days from date of proposal opening, unless otherwise stated here: ___________ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL
If any or all parts of this proposal are accepted by Durham Public Schools, an authorized representative of Durham Public Schools shall affix his/her signature hereto and this document and all provisions of this Request For Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR DURHAM PUBLIC SCHOOLS USE ONLY: Offer accepted and Contract awarded this ______ day of __________, ______.

2 | Page
1.0 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

1.1 Proposal Questions

Written questions concerning this RFP will be received until September 27, 2021 @ 12noon Eastern Standard Time. They must be sent via e-mail to: Dist.Purchasing@dpsnc.net please insert “Questions for bid 179-2122-615-PROTECT_TENT” as the subject for the email.

Durham Public Schools will prepare responses to all written questions submitted, and post an addendum to the Interactive Purchasing System (IPS) https://www.ips.state.nc.us/ips/ oral answers are not binding on Durham Public Schools.

Questions received prior to the submission deadline date, Durham Public Schools response, and any additional terms deemed necessary by Durham Public Schools be posted in the form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Durham Public Schools 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.

Vendor contact regarding this RFP with anyone other than DPS employee listed above may be grounds for rejection of said Vendor’s offer.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this RFP periodically check the State website for any and all Addenda that may be issued prior to the offer opening date.

1.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions, the State’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 1.1 PROPOSAL QUESTIONS. If Durham Public Schools determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. Durham Public Schools may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, Durham Public Schools rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to
reject Vendor's proposal as nonresponsive.

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by Durham Public Schools. Identification of objections or exceptions to Durham Public Schools terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.

Contact with anyone working for or with Durham Public Schools regarding this RFP other than the State Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the State's election.

### 2.0 PROPOSAL SUBMITTAL

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

<table>
<thead>
<tr>
<th>Mailing address for delivery of proposal via US Postal Service</th>
<th>Office Address of delivery by any other method (special delivery, overnight, or any other carrier)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Durham Public Schools</strong></td>
<td><strong>Durham Public Schools</strong></td>
</tr>
<tr>
<td>RFP# 179-2122-615-PROTECT_TENT</td>
<td>RFP# 179-2122-615-PROTECT_TENT</td>
</tr>
<tr>
<td>Purchasing Department</td>
<td>Purchasing Department</td>
</tr>
<tr>
<td>Attn: Tanita Nicholson</td>
<td>Attn: Tanita Nicholson</td>
</tr>
<tr>
<td>511 Cleveland Street</td>
<td>511 Cleveland Street</td>
</tr>
<tr>
<td>Durham, NC 27701</td>
<td>Durham, NC 27701</td>
</tr>
</tbody>
</table>

**IMPORTANT NOTE:** All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may **not** be delivered to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.**
a) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

2.1 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

a) Cover Letter
b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP, and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).

2.2 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) BAFO: Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.

b) BUYER: The employee of Durham Public Schools or Other Eligible Entity that places an order with the Vendor.

c) CONTRACT LEAD: Representative of Durham Public Schools who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to Durham Public Schools and who will administer this contract.

d) E-PROCUREMENT SERVICES: The program, system, and associated services through which the State conducts electronic procurement.

e) FOB-DESTINATION: Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.

f) LOT: A grouping of similar products within this RFP.

g) ON-TIME DELIVERY: The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.

h) QUALIFIED PROPOSAL: A responsive proposal submitted by a responsible Vendor.

i) RFP: Request for Proposal

j) STATE: The State of North Carolina, including any of its sub-units recognized under North Carolina law.

k) STATE AGENCY: Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institution.

l) VENDOR: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.
3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS PROPOSAL REVIEW AND AWARD

It is the intent of Durham Public Schools to award this RFP to the responsible bidder(s) who best matches the needs of Durham Public Schools. Durham Public Schools reserves the right to reject any and all bids. All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation.

While it is the intent of Durham Public Schools to award this RFP to a single Vendor, Durham Public Schools reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to Durham Public Schools to do so.

The status of a Vendor’s E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State’s discretion be disqualified from further evaluation or consideration.

Durham Public Schools reserves the right to waive any minor informality or technicality in proposals received.

3.1 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor’s office), or private entity, 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, unless it is determined in the State’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. 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 the issuing agency 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.

3.2 PROPOSAL EVALUATION PROCESS

Durham Public Schools shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

Durham Public Schools will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor in a sealed envelope or package. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor. Durham Public Schools reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with Durham Public Schools, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, Durham Public Schools will make Award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to Durham Public Schools.

3.3 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for Durham Public Schools to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 1.1.

4.1 CONTRACT TERM

The Contract shall have an initial term of three years, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within thirty (30) business days of the Effective Date.

At the end of the Contract's current term, Durham Public Schools shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. Durham Public Schools will give the Vendor written notice of its intent whether to exercise each option no later than thirty
(30) days before the end of the Contract's then-current term. In addition, Durham Public Schools reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal.

4.3 INVOICES

a) Invoices must be submitted to the Accounts Payable Office on the Vendor(s) official letterhead/stationery.

b) Invoices must bear the correct contract number/purchase order number to ensure prompt payment. The Vendor’s failure to include the correct purchase order number may cause delay in payment.

c) Invoices must include an accurate description of the work/items for which the invoice is being submitted, the invoice date, the period of time covered when applicable, the amount of fees due to the Vendor and the original signature of the Vendor’s project manager.

4.4 PAYMENT TERMS

a) The Vendor will be compensated at the rates quoted in the Vendor’s Cost Proposal.

b) The Vendor will be paid net thirty (30) calendar days after the Vendor’s invoice is approved by Durham Public Schools.

4.5 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify Durham Public Schools within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.6 VENDOR EXPERIENCE

When applicable in its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.7 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. Durham Public Schools may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.
4.8 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background the details below must be provided to Durham Public Schools:

a) Any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide services on this project, of which Vendor has knowledge or a statement that it is aware of none;

b) Any criminal investigation for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;

c) Any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

d) Any regulatory investigations pending against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.

e) Any civil litigation, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor’s responses to these requests shall be considered to be continuing representations and Vendor’s failure to notify Durham Public Schools within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform services under this contract.

Any personnel or agent of the Vendor performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by Durham Public Schools.

4.9 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. Durham Public Schools will approve or disapprove the requested substitution in a timely manner. Durham Public Schools may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, Durham Public Schools may request acceptable substitute personnel or terminate the contract services provided by such personnel.
4.10 VENDOR’S REPRESENTATIONS

a) Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. “Professional manner” means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of Durham Public Schools under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by Durham Public Schools. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor’s proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK/ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, Durham Public Schools shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by Durham Public Schools shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, Durham Public Schools may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.1 LIQUIDATED DAMAGES

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages but not as a penalty, for each such failure, as follows:

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

5.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to Durham Public Schools’ Contract Lead for resolution. A claim by Durham Public Schools shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any
dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

5.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by Durham Public Schools and Vendor.

The remainder of this page is intentionally left blank

RFP begins on the next page
6.0 PROPOSAL

INTRODUCTION:

Durham Public Schools wishes to purchase one of the following packages or a combination of items based on unit cost listed in Attachment C. Please submit costs for each package.

Commercial Grade 20' X 40' tent/canopy structures and associated installation supplies for grass, asphalt and/or concrete. Structures will be staked into the ground and will be up for extended periods of time (eg. "pop-up" solutions are not acceptable) and will be used as outdoor eating and gathering areas. Details of the requested products are below and pricing should be completed on Attachment C.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>20' x 40' commercial grade</td>
<td>60</td>
</tr>
<tr>
<td>-Must have waterproof tent top.</td>
<td></td>
</tr>
<tr>
<td>-Rust resistant materials or coatings on all metal.</td>
<td></td>
</tr>
<tr>
<td>-Freestanding frame.</td>
<td></td>
</tr>
<tr>
<td>-Must be fire-retardant certified from an approved testing laboratory certifying the tent fabric as indicated in the 2018 NC State Building Code: Fire Prevention Code - 3104.2</td>
<td></td>
</tr>
<tr>
<td>-No sidewalls needed</td>
<td></td>
</tr>
<tr>
<td>Metal stakes for staking tents.</td>
<td></td>
</tr>
<tr>
<td>-Minimum 30&quot;</td>
<td></td>
</tr>
<tr>
<td>-Need the correct quantity for sixty 20'x40' tents</td>
<td></td>
</tr>
<tr>
<td>Ratchet Straps for staking</td>
<td></td>
</tr>
<tr>
<td>- Need the correct quantity for sixty 20'x40' tents</td>
<td></td>
</tr>
<tr>
<td>ADD ALTERNATE: Extended Use Stakes &amp; Strap Set</td>
<td>60 sets</td>
</tr>
<tr>
<td>-40 inch stakes</td>
<td></td>
</tr>
<tr>
<td>-1.5 inch straps</td>
<td></td>
</tr>
<tr>
<td>*Each set = 1 stake + 1 strap for each pole</td>
<td></td>
</tr>
</tbody>
</table>

6.1 PROPOSAL SCHEDULE

<table>
<thead>
<tr>
<th>EVENT</th>
<th>RESPONSIBILITY</th>
<th>DATE &amp; TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>DPS</td>
<td>September 23, 2021</td>
</tr>
<tr>
<td>Submit Written Questions</td>
<td>Vendor</td>
<td>September 27, 2021 @ 12noon</td>
</tr>
<tr>
<td>Provide Response to Questions</td>
<td>DPS</td>
<td>September 27, 2021 @ 5:00pm</td>
</tr>
<tr>
<td>Submit Proposals Vendor</td>
<td>Vendor</td>
<td>October 5, 2021 @ 12noon</td>
</tr>
<tr>
<td>Bid Opening</td>
<td>DPS</td>
<td>October 5, 2020 @ 2:00pm</td>
</tr>
</tbody>
</table>
ATTACHMENT A: INSTRUCTIONS TO VENDORS:

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

3. **ACCEPTANCE AND REJECTION:** Durham Public Schools 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. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, Durham Public Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to Durham Public Schools, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of Durham Public Schools.

5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4 and 5 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.

7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.

8. **SUSTAINABILITY:** To support the sustainability efforts of Durham Public Schools of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

- All copies of the proposal are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
• Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.

• Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), Durham Public Schools 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.

10. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. The "Principal Place of Business" is defined as that principal place from which the trade or business of the Vendor is directed or managed.

11. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

12. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least $25,000, a Vendor shall submit a written request addressed to the Durham Public Schools, Office of Public Affairs, P. O. Box 30002, Durham, NC 27702. A protest request related to an award amount of less than $25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party’s claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at [https://www.dps.state.nc.us/dps](https://www.dps.state.nc.us/dps). All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

13. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

14. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of Durham Public Schools concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless Durham Public Schools directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the using and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of Durham Public Schools, from the
Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.

15. **TABULATIONS:** Proposal tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), [https://www.ips.state.nc.us/ips/BidNumberSearch.aspx](https://www.ips.state.nc.us/ips/BidNumberSearch.aspx). Click on the IPS BIDS icon, click on Search for Bid, enter the proposal number, and then search. Tabulations will normally be available at this website not later than one working day after the proposal opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

16. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information are available at the following website [http://ncadmin.nc.gov/about-doa/divisions/purchase-contract](http://ncadmin.nc.gov/about-doa/divisions/purchase-contract).

17. **WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor’s letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

18. **INFORMAL COMMENTS:** Durham Public Schools shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of Durham Public Schools during the competitive process or after award. Durham Public Schools is bound only by information provided in this RFP and in formal Addenda issued through IPS.

19. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor’s sole responsibility; Durham Public Schools of North Carolina will not reimburse any Vendor for any costs incurred prior to award.

20. **VENDOR’S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm’s proposal.

21. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describes what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.

22. **INSPECTION AT VENDOR’S SITE:** Durham Public Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for Durham Public Schools determination that such equipment/item, planter other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

This Space is Intentionally Left Blank
ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE AND DEFAULT: If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, Durham Public Schools shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of Durham Public Schools, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to Durham Public Schools for damages sustained by Durham Public Schools by virtue of any breach of this contract, and Durham Public Schools may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due Durham Public Schools from such breach can be determined. Durham Public Schools reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to Durham Public Schools.

In case of default by the Vendor, Durham Public Schools may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, Durham Public Schools may immediately cease doing business with the Vendor, immediately terminate this contract for cause, and may act to debar the Vendor from doing future business with Durham Public Schools.

2. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. Durham Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.

4. TAXES: Any applicable taxes shall be invoiced as a separate item.
   a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
   b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
   c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
   d. Durham Public Schools is NOT tax exempt unless otherwise indicated; tax must be computed and added to your bid as a separate line item. Any itemized shipping charges are also subject to tax. When invoiced, tax should be invoiced as a separate line item.
5. **Situs:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to is conflict of laws rules.

7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

9. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save Durham Public Schools, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.

10. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of Durham Public Schools of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether Durham Public Schools is willing to act as a reference by providing factual information directly to other prospective customers.

11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-48(9).

12. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

   However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, Durham Public Schools may:

   a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and

   b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

   In no event shall such approval and action obligate Durham Public Schools to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, Durham Public Schools, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. **INSURANCE:**

    **COVERAGE -** During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial
insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/underinsured motorist; and $2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

14. **GENERAL INDEMNITY:** The Vendor shall hold and save Durham Public Schools, 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 provided that the Vendor is notified in writing within 30 days that Durham Public Schools has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against Durham Public Schools agents who are involved in the delivery or processing of Vendor goods or services to Durham Public Schools. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

15. **INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with Durham Public Schools.

16. **KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by Durham Public Schools assigned Contract Lead. The Individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Vendor's proposal.

17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the State's assigned Contract Administrator. Unless
otherwise indicated, acceptance of a Vendor’s proposal shall include approval to use the subcontractor(s) that
have been specified therein in accordance with paragraph 20 of Attachment A: Instructions to Vendor.

18. **TERMINATION FOR CONVENIENCE:** Durham Public Schools may terminate this contract at any time by
providing __ days’ notice in writing from Durham Public Schools to the Vendor. In that event, all finished or
unfinished deliverable items prepared by the Vendor under this contract shall, at the option of Durham Public
Schools, become its property. If the contract is terminated by Durham Public Schools as provided in this section,
Durham Public Schools shall pay for services satisfactorily completed by the Vendor, less any payment or
compensation previously made.

19. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or
prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only
for the purpose(s) required to perform this contract and not divulged or made available to any individual or
organization without the prior written approval of Durham Public Schools.

20. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any
property furnished it by Durham Public Schools for use in connection with the performance of this contract or
purchased by or for Durham Public Schools for this contract, and Vendor will reimburse Durham Public Schools
for loss or damage of such property while in Vendor’s custody.

21. **PROPERTY RIGHTS:** All deliverable items and materials produced for or as a result of this contract shall
become the property of Durham Public Schools, and Vendor hereby assigns all ownership rights in such
deliverables, including all intellectual property rights, to Durham Public Schools; provided, however, that as to
any preexisting works imbedded in such deliverables, Vendor hereby grants Durham Public Schools a fully-
paid, perpetual license to copy, distribute and adapt the preexisting works.

22. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to Durham Public
Schools of North Carolina shall disclose to inbound callers the location from which the call or contact center
services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of the work to a location
outside the United States, or to contract with a subcontractor for the performance of any work, which
subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written
approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor,
subcontractors of the Vendor, or other persons performing services under a State contract to a location outside
of the United States.

23. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and
licensing requirements that are applicable to the conduct of its business and its performance in accordance with
this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

24. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the
entire agreement between the parties and supersede all prior oral or written statements or agreements. This
RFP, any addenda thereto, and the Vendor’s proposal are incorporated herein by reference as though set forth
verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties
contained herein shall survive the contract expiration or termination date unless specifically provided otherwise
herein, or unless superseded by applicable Federal or State statutes of limitation.
25. **AMENDMENTS:** This contract may be amended only by a written amendment duly executed by Durham Public Schools and the Vendor. The NC Division of Purchases and Contract shall give prior approval to any amendment to a contract awarded through that office.

26. **WAIVER:** The failure to enforce or the waiver by Durham Public Schools of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusal to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

28. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to Durham Public Schools under applicable law.

This Space is Intentionally Left Blank
## ATTACHMENT C: PRICING

<table>
<thead>
<tr>
<th>Item</th>
<th>QTY</th>
<th>Unit Cost (no tax)</th>
<th>Total Cost (no tax)</th>
</tr>
</thead>
</table>
| 20’ x 40’ commercial grade  
- Must have waterproof tent top.  
- Rust resistant materials or coatings on all metal.  
- Freestanding frame.  
- Must be fire-retardant certified from an approved testing laboratory certifying the tent fabric as indicated in the 2018 NC State Building Code: Fire Prevention Code - 3104.2  
- No sidewalls needed | 60 | $219.99 | $128,999.40 |

<table>
<thead>
<tr>
<th>Item</th>
<th>QTY</th>
<th>Unit Cost (no tax)</th>
<th>Total Cost (no tax)</th>
</tr>
</thead>
</table>
| Metal stakes for staking tent.  
- Minimum 30”  
- Need the correct quantity for sixty 20’x40’ tents | | | |
| Ratchet Straps for staking  
- Need the correct quantity for sixty 20’x40’ tents  
**SPECIFY SIZE:** STAKES: _______ inches  
**STRAP WIDTH:** _______ inches | | | |

**Add Alternate:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit Cost (No Tax)</th>
<th>Total Cost (No Tax)</th>
</tr>
</thead>
</table>
| Extended Use Stakes & Strap Set  
- 40 inch stakes  
- 1.5 inch straps  
*Each set = 1 stake + 1 strap for each pole | 60 | $399.99 | $23,999.40 |

**Add Alternate:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit Cost (No Tax)</th>
<th>Total Cost (No Tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL: 60 TENTS + EXTENDED USE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

22 | Page
1. What is your estimated delivery dates for the items and quantities requested? 40 in stock 05

If multiple shipments are needed, list item, quantity and estimated shipping below:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Ship Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>A. 30/40 on Acceptance.</td>
<td></td>
</tr>
<tr>
<td>B. 30/40 on Acceptance.</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
</tr>
</tbody>
</table>

2. Are you willing to hold the quoted price for 120 days?  Yes  No
   If "no," how many days can you hold the quoted price? 30 days

Furnish and Deliver:
All products will be delivered to 1817 Hamlin Road Durham, NC 27704.
ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor  [Insert Name]

The undersigned hereby certifies that:  [check all applicable boxes]

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

☐ Date of latest audit: ________________

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

[Signature]  [Date]  9/24/2021

Mark Slater  President

Printed Name  Title

[This Certification must be signed by an individual authorized to speak for the Vendor]
NON-APPROPRIATION/CANCELLATION

Lessee's operations are funded under appropriations or budgetary approvals made by Durham Public Schools, on a fiscal year basis. For the fiscal year, Lessee has received all necessary approvals for the lease of the equipment subject to this Lease and for the payment of the rentals required under this Lease. While similar approvals are expected for each of the future fiscal years during the term of this Lease, such approvals cannot be assured. If, for any such fiscal year, necessary approvals are not received for the continuation of this Lease, then the Lessee shall have the right, exercisable by written notice delivered twenty (20) days prior to the expiration of the then current fiscal year, to terminate this Lease as of the last day of such current fiscal year, subject to the requirements that (a) all obligations of the Lessee under the Lease for the then current fiscal year shall be satisfied in full, (b) the Lessee shall package and return the equipment as directed by Lessor, with all costs of packaging, freight and insurance borne by Lessee and (c) if, within two (2) years after the effective date of termination, necessary approvals are received for the purchase or lease of equipment performing functions similar to those performed by the equipment subject to this lease, then the lessor, at its election, may (I) reinstate this Lease for a term equal to the unexpired term of this Lease as of the date of cancellation by providing like equipment or (II) have a right of refusal to be the seller or lessor in the Lessee's acquisition of like kind equipment. If Lessee purports to cancel this Lease under this Section, then Lessor, as a condition to acceptance of such cancellation, may require the written opinion of Lessee's counsel detailing specifically the circumstances giving rise to the right of cancellation and such counsel's affirmative opinion as to the existence of that right.

Durham Public Schools

By: _____________________________
## ATTACHMENT C: PRICING

<table>
<thead>
<tr>
<th>Item</th>
<th>QTY</th>
<th>Unit Cost (no tax)</th>
<th>Total Cost (no tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>20’ x 40’ commercial grade</td>
<td>60</td>
<td>$219.99</td>
<td>$12,999.40</td>
</tr>
</tbody>
</table>

- Must have waterproof tent top.
- Rust resistant materials or coatings on all metal.
- Freestanding frame.
- Must be fire-retardant certified from an approved testing laboratory certifying the tent fabric as indicated in the 2018 NC State Building Code: Fire Prevention Code 3104.2.
- No sidewalls needed.

Metal stakes for staking tent.
- Minimum 30”
- Need the correct quantity for sixty 20’x40’ tents.

Ratchet Straps for staking
- Need the correct quantity for sixty 20’x40’ tents

**SPECIFY SIZE:** STAKES: ____ inches
**STRAP WIDTH:** ____ inches

---

Add Alternate:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Cost (No Tax)</th>
<th>Total Cost (No Tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>$391.99</td>
<td>$23,999.40</td>
</tr>
</tbody>
</table>

Extended Use Stakes & Strap Set
- 40 inch stakes
- 1.5 inch straps
*Each set = 1 stake + 1 strap for each pole

---

**Note:**
- Add Alternate
- GRAND TOTAL: 60 TENTS + EXTENDED USE

---

**Page 22**
1. What is your estimated delivery dates for the items and quantities requested? 

<table>
<thead>
<tr>
<th>Qty</th>
<th>Ship Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>30/40</td>
<td>8/31/21</td>
</tr>
<tr>
<td>40/50</td>
<td>9/30/21</td>
</tr>
</tbody>
</table>

If multiple shipments are needed, list item, quantity and estimated shipping below:

- A. 30/40 on Acceptance.
- B. 40/50 on Nov 1
- C. 

2. Are you willing to hold the quoted price for 120 days? Yes, No
   If “no,” how many days can you hold the quoted price? 30 days

Furnish and Deliver:
All products will be delivered to 1817 Hamlin Road Durham, NC 27704.
ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: [Handwritten: Yard and Table.com]

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: ______________________

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

________________________________________________________________________________________________________________________________________________________

Signature: ___________________________ Date: 9/24/2021

Printed Name: Mark Slater Title: President

[This Certification must be signed by an individual authorized to speak for the Vendor]
NON-APPROPRIATION/CANCELLATION

Lessee’s operations are funded under appropriations or budgetary approvals made by Durham Public Schools, on a fiscal year basis. For the fiscal year, Lessee has received all necessary approvals for the lease of the equipment subject to this Lease and for the payment of the rentals required under this Lease. While similar approvals are expected for each of the future fiscal years during the term of this Lease, such approvals cannot be assured. If, for any such fiscal year, necessary approvals are not received for the continuation of this Lease, then the Lessee shall have the right, exercisable by written notice delivered twenty (20) days prior to the expiration of the then current fiscal year, to terminate this Lease as of the last day of such current fiscal year, subject to the requirements that (a) all obligations of the Lessee under the Lease for the then current fiscal year shall be satisfied in full, (b) the Lessee shall package and return the equipment as directed by Lessor, with all costs of packaging, freight and insurance borne by Lessee and (c) if, within two (2) years after the effective date of termination, necessary approvals are received for the purchase or lease of equipment performing functions similar to those performed by the equipment subject to this lease, then the lessor, at its election, may (I) reinstate this Lease for a term equal to the unexpired term of this Lease as of the date of cancellation by providing like equipment or (II) have a right of refusal to be the seller or lessor in the Lessee’s acquisition of like kind equipment. If Lessee purports to cancel this Lease under this Section, then Lessor, as a condition to acceptance of such cancellation, may require the written opinion of Lessee’s counsel detailing specifically the circumstances giving rise to the right of cancellation and such counsel’s affirmative opinion as to the existence of that right.

Durham Public Schools

By: ____________________________
Durham Public Schools
Board Meeting
PRECIS

Agenda Item: Hillside High School Right of Way with Temporary Construction Easement for New GoTriangle Bus Stop

Staff Liaison Present: Mathew Palmer  Phone#: (919) 560-9410
Executive Director, School Planning

Main Points:
- GoTriangle seeks 0.002 acres (right of way) and 0.007 acres temporary construction easement.
- Attached are a detailed plats showing the plans for the new bus stop.
- The plan is to have a paved pad with a bench, shelter and trash can with a paved 6’ sidewalk.
- To provide this request, DPS BOE must consent and sign the Right of Way and Temporary Construction Easement document.

Recommendation:
- In reviewing the GoTriangle Right of Way and Temporary Construction Easement document, the administration finds no issue with providing approval.
- Administration recommends that the Board of Education execute the accompanying Right of Way and Temporary Construction Easement document as requested.

Fiscal Implications:
None

<table>
<thead>
<tr>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information/Discussion □  Action ☒  Consent ☒</td>
</tr>
</tbody>
</table>

Reviewed by:  Finance ___  Attorney  KG
STATE OF NORTH CAROLINA
COUNTY OF DURHAM,

RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT

PROJECT NO: GOTRI02

Brief Description for the Index: Right of way and temporary construction easement for bus stop improvements and bus operations.

Prepared by: Collin Haggerty
Return after recording to City of Durham, Attention: Real Estate Division, General Services, 101 City Hall Plaza, Durham, NC 27701
Excise Tax: $

THIS RIGHT OF WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT is made this _______day of ______, 2021 by and between Durham Public Schools, whose mailing address is 128 Slateworth Drive, Durham, NC 27703 (“Grantor”), and the City of Durham, a N.C. municipal corporation, 101 City Hall Plaza, Durham, N.C. 27701 (hereinafter “Grantee” or “City”);

For valuable consideration of $50.00 paid to Grantor, the receipt of which is hereby fully acknowledged, Grantor has given granted, bargained and sold and does by these presents gives, grants, bargains, sells, and conveys unto it, the City and its successors and assigns, the easements on the following parcel of land, lying and being in said County and State, bounded and described as follows:

SECTION I: RIGHT OF WAY EASEMENT. A permanent right of way easement (hereinafter “ROW Easement Area”) containing +/- 74 square feet, which runs across a portion of parcel # 0820-20-82-3902 (3501 Fayetteville Street, Durham, NC) and is shown on Exhibit A, which is attached hereto and is fully incorporated herein.

SECTION II: TEMPORARY CONSTRUCTION EASEMENT. A temporary construction easement (hereinafter “Construction Easement Area”) containing +/- 323 square feet, which runs across a portion of parcel # 0820-20-82-3902 (3501 Fayetteville Street, Durham, NC) and is shown on Exhibit A, which is attached hereto and is fully incorporated herein.

Grantor acquired the above referenced parcel on 05/20/2010 by the deed recorded in Deed Book 6477, Page 793 in the office of the Register of Deeds of Durham County.

(a) Rights of the City in ROW Easement Area. The ROW Easement Area shall be subject to the following terms: The City, its agents, contractors, and franchisees, and any public transportation authority authorized by law to operate a public transportation system within the City of Durham, shall have the right to do any of the following: (1) clear the ROW Easement Area of structures, encroachments, obstructions, improvements, fill, embankments, plants, flora, and vegetation; (2) place materials and equipment on the ROW Easement Area; (3) modify the grade of the ROW Easement Area; and (4) construct, operate, maintain, replace, and inspect facilities to be used by the public including, but not
limited to, the construction, operation, and maintenance of a bus stop and other public transit improvements.

(b) Rights of City in Construction Easement Area. The Construction Easement Area shall be subject to the following terms: the City, its agents, contractors, and franchisees, and any public transportation authority authorized by law to operate a public transportation system within the City of Durham, shall have the right to do any of the following: (1) move soil from place to place in the Construction Easement Area; (2) remove vegetation from the Construction Easement Area; and (3) place materials and equipment in the Construction Easement Area for construction purposes. This easement shall terminate when construction adjacent to the Construction Easement Area has been completed. The City shall have the right to take soil from and/or add soil to the Construction Easement Area so that at the termination of this easement, there shall be a slope within the Construction Easement Area that does not exceed 2.5 horizontal to 1.0 vertical. The City shall seed with grass the portions of the Construction Easement Area that it has disturbed in exercising its rights under this easement. Nothing in this easement shall prevent the owner of the fee simple estate in the Construction Easement Area from using the Construction Easement Area in a manner that does not interfere with the foregoing easement.

No portion of the ROW Easement Area or the Construction Easement Area includes the primary residence of the Grantor.

This paragraph applies to SECTION I only: TO HAVE AND TO HOLD all and singular said easement in said parcel of land to the Grantee and to its successors and assigns forever.

This paragraph applies to SECTION II only: TO HAVE AND TO HOLD all and singular said easement in said parcel of land to the Grantee.

The Grantor hereby, for itself, its heirs, successors, and assigns, hereby warrants and covenants that it is the fee simple owner of the property described; that it has the right to grant these easements; that the same are free from encumbrances except as may be hereinafter stated; and that it will warrant and defend the title to the same against lawful claims of all persons whomsoever.

The designation "Grantor," "Grantee," and "City" as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

[EXECUTION APPEARS ON FOLLOWING PAGE]
IN TESTIMONY WHEREOF, Grantor has set its hand and seal, or if corporate, has executed this deed by its proper officers under seal, as of the date first above written.

GRANTOR:

________________________________,  
a ______________________________

By:________________________________ (SEAL)
Name: __________________________________
Title: __________________________________

State of ___________________
County of ___________________

I, ______________________________, a Notary Public in and for the above County and State, certify that ________________________ personally came before me this day and acknowledged that such person, being authorized to do so, executed the foregoing instrument under seal in the capacity indicated.

Witness my hand and official seal, this ____ day of _____________, 20__.  

_______________________________________
Notary Public

My Commission Expires:

_______________________________________
(Official Seal)
EXHIBIT A - SHEET 1 OF 1

1. THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE EXISTING PARCEL BOUNDARIES, EXISTING EASEMENTS, EXISTING RIGHT-OF-WAY PROPOSED NEW RIGHT-OF-WAY AND PROPOSED EASEMENTS REQUIRED FOR THE CONSTRUCTION OF A GODURHAM BUS STOP AND TO PROVIDE THE BASE FOR THE ACQUISITION OF THE PROPOSED EASEMENTS AND PROPOSED RIGHT-OF-WAY.

2. THE EXISTING BOUNDARIES, RIGHT-OF-WAYS AND EXISTING EASEMENTS AS SHOWN WERE COMPARED BY USING THE EXISTING PROPERTY CORNERS RECORDED AND BY USING CURRENT DEED AND PLAT REFERENCES. THE PROPOSED RIGHT-OF-WAY AND PROPOSED EASEMENTS WERE GENERATED WITH THE EXISTING PROPERTY DATA TO FORM THE BASE OF AREA COMPUTATIONS.

3. THE PARCELS AS SHOWN ARE NOT CONSIDERED TO BE BOUNDARY SURVEYS AND SHOULD NOT BE USED AS SUCH.

4. ALL DISTANCES SHOWN HEREIN IN THIS EXHIBIT ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.

5. THE COORDINATES AS SHOWN WERE DERIVED USING THE NC RTK NETWORK USING A TOPCON HIPER II DUAL FREQUENCY GPS UNIT.

6. THE HORIZONTAL DATUM IS NC GRID (NAD83/2011), THE COORDINATES AS SHOWN ARE ACTUAL GROUND COORDINATES EXPRESSING IN SURVEY FEET. COORDINATE VALUES HAVE A POSITIONAL ACCURACY OF SUB-FEET.

7. THE COORDINATES AS SHOWN WERE LOCATED OR SCALLED AROUND CONTROL POINT #2, HAVING A NORTHING OF 801.7956 AND EASTING OF 2325.9301. THE PROJECT CONSTRUCTED ERROR IS 0.0001 X 0.0001.

8. THIS EXHIBIT MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH REQUIRING REQUIREMENTS FOR LOTS. THE INTENT OF THIS EXHIBIT IS TO ILLUSTRATE THE LOCATION OF THE PROPOSED EASEMENTS AS SHOWN.

LEGEND

A CONTROL POINT RESILAR & CAP
O EXISTING PROPERTY CORNER
A RESILAR SET
O 600 HAIL SET
A COMPLETED POINT

B/W EXISTING RIGHT-OF-WAY

R/W PROPOSED RIGHT-OF-WAY

TCE TEMP CONSTRUCTION EASEMENT

STATE OF NORTH CAROLINA, COUNTY OF HALE

I, DALE LEE WIGGON, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACCURATE SURVEY MADE UNDER MY SUPERVISION AND FROM DESCRIBED DOCUMENTS AS REFERENCED. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BOUNDARIES AND THAT THE XING OF PERPENDICULAR IS CALCULATED AS 1.00,000,4. THAT THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY, THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE REDEVELOPMENT OF EXISTING PARCELS, A COURT ORDERED SURVEY AND OTHER ACTIONS TO THE SEPARATION OF 100 INDEPENDENT PARCELS.

DALE LEE WIGGON, PLS

FILE: SITE 538

ENGINEERING

3220 GLEN ROYAL RD. RALEIGH, NC 27617

TEL: (919) 284-0224 FAX: (919) 284-0225

CORPORATE LICENSE # P-0189

FILE: SITE 538
August 5, 2020

FROM: Eric Simpson, PE, PMP®, Capital Projects Engineer
THROUGH: Willie Noble, PE, Manager of Construction
THROUGH: Richard Major, PMP, Director of Capital Development
TO: Gary Tober, Director Real Estate

SUBJECT: GODurham Bus Stops Real Estate Acquisition
DTP - Bus Stop Improvements - GODurham FY20 (Master 02) (CD-21-25-D02)
Plan # 536Bus Stop #6257 at Fayetteville St & Cook Rd (Hillside HS), Parcel Identification: 0820-20-82-3902

Executive Summary
Pursuant to the July 22, 2020 GoTriangle Board action approval of “Durham Bus Stop Right of Way Acquisition”, GoTriangle Capital Development requests the Director of Real Estate and Facilities to acquire right of way needed for GoDurham bus stop improvements. Additional property is needed in order to make bus stop improvements. Capital Development has reviewed and approved the plans submitted by the Design Consultant and certifies that the right-of-way is required for the following existing bus stop location:

Site Number: 536
Bus Stop Identification: 6257
Located at Fayetteville St & Cook Rd (Hillside HS)
Parcel Identification: 0820-20-82-3902

See attached exhibit.
Durham Public Schools
Board Regular Monthly Meeting
PRECIS

Agenda Item: Durham Public Schools 10 Year Prioritized CIP Update

Staff Liaison Present: Fredrick A. Davis, II
Phone#: (919) 560-2176
Director-Design, Construction and Sustainability

Main Points:
- In 2020, the boards of education and county commission agreed to a $508,336,480 Capital Improvement Plan (CIP) to address the district’s strategic plan goals for improving learning environments through capital improvement projects. (See attached DPS Original CIP Projected Cash Flow)
- During the joint meeting in August 2021, between the boards of education and county commission, DPS and county staff were directed to work together to update the 2020 CIP based upon increase in construction costs, as well as include additional priorities to extend through 2031.
- The CIP plan has been met with some challenges from recent escalation in construction material pricing and the shortage in the work force. Additionally, Covid-19 and growth within some areas of our community, have led to the need to increase our district capacity.
- During the August 2021 monthly board of education meeting, administration provided an update on 6 Elementary School Renovation and Addition projects and the board approved administration to move forward with revised project budgets to include in the updated 2020 CIP.
- Along with design funds for six elementary school projects, the County approved funds for design at Durham School of the Arts (DSA) and discovery/feasibility phase for Jordan High School.
- While the Jordan High School feasibility study is still ongoing, NEMA Management conducted a feasibility study to assess the potential risk, opportunities and challenges of the DSA Renovation as a part of the CIP. (See attached CIP Update Presentation)
- The recommended CIP includes adjustments that reflect current market conditions plus escalation, as well as additional projects to extend the CIP through 2031. (See attached DPS Recommended CIP Projected Cash Flow Update)

Recommendation:
Administration recommends that the board approve the updated Capital Improvement Plan (CIP) 2021-2031 as indicated in the attached DPS Recommended CIP Projected Cash Flow Update, and that the board authorize staff to work collaboratively with Durham County staff to incorporate DPS’ proposed CIP into the county’s CIP.

Fiscal Implications:
Update to 2020 CIP

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Information/Discussion ☒</th>
<th>Action ☒</th>
<th>Consent ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed by:</td>
<td>☒ Finance PL</td>
<td>☐ Attorney</td>
<td></td>
</tr>
</tbody>
</table>
Durham Public Schools 10 Year Prioritized CIP Update

October 21, 2021 - Board of Education Monthly Meeting
10 Year Prioritized CIP : The Why

2018 – 2023 DPS Strategic Plan | Priority 5 Goal C
By 2023, 100 percent of elementary schools will have adequate, appropriate classroom space to accommodate reduced class sizes in kindergarten through third grade.

2018 – 2023 DPS Strategic Plan | Priority 5 Goal D
By 2023, DPS will improve the physical environment to enhance student learning and ensure safety.
Strategic Plan 2023 Benchmarks

Priority 5 Goal C – Accommodate K-3 Class Size Requirements
- Lyons Farm Elementary (New)
- Elementary F (New)
- (6) Elementary School Renovations and Additions

Priority 5 Goal D - Educational Suitability
- Provide suitable classrooms from Pre-Kindergarten and EC special programs
- Enhance campus safety and security through enclosures, ADA accessibility and replacing mobile classrooms
- Northern High School Replacement (New)
- Modernize building systems (e.g. HVAC)
# 2020 Capital Improvement Program (CIP)

**Durham Public Schools 10 Year Prioritized CIP**

*(Estimates are based on the Cumming’s DPS 2019 Long Range Facility Assessment)*

<table>
<thead>
<tr>
<th>Priority</th>
<th>Projects</th>
<th>General Scope</th>
<th>Project Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Northern HS Replacement</td>
<td>New Construction - 1600 Student Replacement High School</td>
<td>$96,353,387</td>
</tr>
<tr>
<td>2</td>
<td>Lyons Farm ES</td>
<td>New Construction - 600 Student Elementary School</td>
<td>$39,611,923</td>
</tr>
<tr>
<td>3</td>
<td>Durham School of the Arts</td>
<td>New Additions &amp; Major Renovations to Campus - 2000 Students (Grade 6-12)</td>
<td>$77,937,729</td>
</tr>
<tr>
<td>4</td>
<td>Elementary School F</td>
<td>New Construction - 800 Student Elementary School</td>
<td>$49,326,165</td>
</tr>
<tr>
<td>5</td>
<td>Jordan HS</td>
<td>New Construction - 2000 Student Replacement High School</td>
<td>$111,057,447</td>
</tr>
<tr>
<td>6</td>
<td>Glenn ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$12,878,014</td>
</tr>
<tr>
<td>7</td>
<td>Holt ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$16,819,783</td>
</tr>
<tr>
<td>8</td>
<td>Bethesda ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$11,182,992</td>
</tr>
<tr>
<td>9</td>
<td>Club ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$7,103,847</td>
</tr>
<tr>
<td>10</td>
<td>Morehead ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$5,024,524</td>
</tr>
<tr>
<td>11</td>
<td>Mangum ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$5,194,696</td>
</tr>
<tr>
<td>12</td>
<td>Parkwood ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$5,021,012</td>
</tr>
<tr>
<td>13</td>
<td>Eastway ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$5,078,260</td>
</tr>
<tr>
<td>14</td>
<td>E K Powe ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$10,481,720</td>
</tr>
<tr>
<td>15</td>
<td>Lakewood ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$6,175,957</td>
</tr>
<tr>
<td>16</td>
<td>Fayetteville Street ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$5,041,160</td>
</tr>
<tr>
<td>17</td>
<td>Oak Grove</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$5,243,421</td>
</tr>
<tr>
<td>18</td>
<td>Hope Valley ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$7,154,417</td>
</tr>
<tr>
<td>19</td>
<td>Pearsontown ES</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$8,500,026</td>
</tr>
<tr>
<td>20</td>
<td>System Wide Renovations</td>
<td>Moderate to Comprehensive Renovations for Middle and High School Building Systems</td>
<td>$19,550,000</td>
</tr>
<tr>
<td>21</td>
<td>HS Theater Renovations</td>
<td>Upgrade the theater lights and Equipment at Hillside, Riverside and Southern High Schools</td>
<td>$3,600,000</td>
</tr>
</tbody>
</table>

**Total** $508,336,480
2020 CIP Update Considerations:

- Operations – Facility Conditions
  - Higher Efficiency Building Systems
  - Replace Aging Mechanical Systems
  - Energy Efficiency Modernization and Upgrades (e.g. Windows and HVAC); High Efficiency Plumbing
  - Enclose buildings, when possible
  - Sustainability Goals (Well Building/LEEP AP)
  - Increased Construction Cost (Material & Labor)

- Academics – Educational Suitability
  - Suitable Classrooms for Early Childhood Education and Pre-K
  - Outdoor & Collaborative Learning Spaces
  - Administrative Space Updates, when possible
  - Learning Environments that Match Program
# 2020 DPS CIP Update

<table>
<thead>
<tr>
<th>Project</th>
<th>Original Project Budget</th>
<th>Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary School ‘F’</td>
<td>$49,326,165.00</td>
<td>$72,996,220.00</td>
</tr>
<tr>
<td>Glenn ES</td>
<td>$12,878,014.00</td>
<td>$34,861,304.00</td>
</tr>
<tr>
<td>Bethesda ES</td>
<td>$11,182,992.00</td>
<td>$28,247,007.00</td>
</tr>
<tr>
<td>Club ES</td>
<td>$ 7,103,847.00</td>
<td>$15,115,009.00</td>
</tr>
<tr>
<td>Morehead ES</td>
<td>$ 5,024,524.00</td>
<td>$18,409,109.00</td>
</tr>
<tr>
<td>Mangum ES</td>
<td>$ 5,194,696.00</td>
<td>$7,219,571.00</td>
</tr>
<tr>
<td>Holt ES</td>
<td>$16,819,783.00</td>
<td>$30,909,702.00</td>
</tr>
</tbody>
</table>

*Notes:*
2. Durham County afforded discovery budgets, which provided time and funding to evaluate existing systems and alignment with programmatic needs for high quality instruction (2021)
3. Approved by DPS board on August 26, 2021
## 2020 Capital Improvement Program (CIP)

### Durham Public Schools 10 Year Prioritized CIP

<table>
<thead>
<tr>
<th>No</th>
<th>General Scope</th>
<th>Project Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Northern HS Replacement (Construction Phase)</td>
<td>New Construction - 1600 Student Replacement High School</td>
</tr>
<tr>
<td>2</td>
<td>Lyons Farm Elementary (Elem School C) (Construction Phase)</td>
<td>New Construction - 600 Student Elementary School</td>
</tr>
<tr>
<td>3</td>
<td>Durham School of the Arts (Programming Phase)</td>
<td>New Construction - 2000 Students (Grade 6-12)</td>
</tr>
<tr>
<td>4</td>
<td>Elementary School F (Design Phase)</td>
<td>New Construction - 800 Student Elementary School</td>
</tr>
<tr>
<td>5</td>
<td>Jordan HS (Programming Phase)</td>
<td>New Construction - 2000 Student Replacement High School</td>
</tr>
<tr>
<td>6</td>
<td>Glenn ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>7</td>
<td>Holt ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>8</td>
<td>Bethesda ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>9</td>
<td>Club ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>10</td>
<td>Morehead ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>11</td>
<td>Mangum ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>12</td>
<td>Parkwood ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>13</td>
<td>Eastway ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>14</td>
<td>E K Powe ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>15</td>
<td>Lakewood ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>16</td>
<td>Fayetteville Street ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>17</td>
<td>Oak Grove (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>18</td>
<td>Hope Valley ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>19</td>
<td>Peersontown ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>20</td>
<td>High School Theater Renovations</td>
<td>Upgrade theater lights and equipment at Hillside (Close-out Phase), Riverside &amp; Southern High Schools</td>
</tr>
<tr>
<td>21</td>
<td>Districtwide Kitchen Renovations (Added as Updated CIP)</td>
<td>Upgrade kitchen infrastructure and equipment</td>
</tr>
<tr>
<td>22</td>
<td>New Tech Relocation Campus (Current DSA) (Added as Updated CIP)</td>
<td>Major Renovations and Up Fit to Campus for New Tech(Grade 9-12), IGNITE einstruction Space and Central Office Space</td>
</tr>
<tr>
<td>23</td>
<td>CTE Training Center (Current Northern High School) (Added as Updated CIP)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
</tr>
<tr>
<td>24</td>
<td>System Wide Renovations-Administrative Buildings (Added as Updated CIP)</td>
<td>Major Renovations and Up Fit to Admin Buildings(Fuller, SDC, Hamlin Rd, Bacon St)</td>
</tr>
</tbody>
</table>

Total: $857,839,863
## 2020 Capital Improvement Program (CIP)

### Durham Public Schools 10 Year Prioritized CIP

<table>
<thead>
<tr>
<th>No</th>
<th>General Scope</th>
<th>Project Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern HS Replacement (Construction Phase)</td>
<td>New Construction- 1600 Student Replacement High School</td>
<td>$96,353,387</td>
</tr>
<tr>
<td>Lyons Farm Elementary (Elem School C) (Construction Phase)</td>
<td>New Construction-600 Student Elementary School</td>
<td>$39,611,923</td>
</tr>
<tr>
<td>Durham School of the Arts (Programming Phase)</td>
<td>New Construction- 2000 Students (Grade 6-12)</td>
<td>$120,335,600</td>
</tr>
<tr>
<td>Elementary School F (Design Phase)</td>
<td>New Construction - 800 Student Elementary School</td>
<td>$72,996,220</td>
</tr>
<tr>
<td>Jordan HS (Programming Phase)</td>
<td>New Construction - 2000 Student Replacement High School</td>
<td>$150,000,000</td>
</tr>
<tr>
<td>Glenn ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$34,861,304</td>
</tr>
<tr>
<td>Holt ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$39,671,100</td>
</tr>
<tr>
<td>Bethesda ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$28,247,007</td>
</tr>
<tr>
<td>Club ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$15,115,009</td>
</tr>
<tr>
<td>Morehead ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$18,409,109</td>
</tr>
<tr>
<td>Mangum ES (Design Phase)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$7,219,571</td>
</tr>
<tr>
<td>Parkwood ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$12,552,530</td>
</tr>
<tr>
<td>Eastway ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$12,695,650</td>
</tr>
<tr>
<td>E K Powe ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$26,204,300</td>
</tr>
<tr>
<td>Lakewood ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$15,439,893</td>
</tr>
<tr>
<td>Fayetteville Street ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$12,802,900</td>
</tr>
<tr>
<td>Oak Grove (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$13,108,553</td>
</tr>
<tr>
<td>Hope Valley ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$17,886,043</td>
</tr>
<tr>
<td>Pearsontown ES (Hold per County Request)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$21,250,065</td>
</tr>
<tr>
<td>High School Theater Renovations</td>
<td>Upgrade theater lights and equipment at Hillside (Close-out Phase), Riverside &amp; Southern High Schools</td>
<td>$3,600,000</td>
</tr>
<tr>
<td>Districtwide Kitchen Renovations (Added as Updated CIP)</td>
<td>Upgrade kitchen infrastructure and equipment</td>
<td>$10,300,000</td>
</tr>
<tr>
<td>New Tech Relocation Campus (Current DSA) (Added as Updated CIP)</td>
<td>Major Renovations and Up Fit to Campus for New Tech (Grade 9-12), IGNITE eInstruction Space and Central Office Space</td>
<td>$35,182,500</td>
</tr>
<tr>
<td>CTE Training Center (Current Northern High School) (Added as Updated CIP)</td>
<td>Comprehensive renovation, selective demolition and addition(s)</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>System Wide Renovations-Administrative Buildings (Added as Updated CIP)</td>
<td>Major Renovations and Up Fit to Admin Buildings(Fuller, SDC, Hamlin Rd, Bacon St)</td>
<td>$44,197,200</td>
</tr>
</tbody>
</table>

Total: $857,839,863
Durham School of the Arts Construction Options Study

October 21, 2021 Board of Education Meeting
Primary Question

Does the Gregson Street Campus best support the Mission & Vision of a 21st Century School of the Arts?

Campus designed and built in 1906

- 115 years of conversions & changes of use
- Blackbox Theater was a former autobody shop

Challenges of Site

- Traffic Impact of magnet school carpooling & parking
- Multiple building levels & exterior entrances

Buildings Box In Opportunities

- Structure limits classroom sizes & daylighting
- Hard to modernize without complete reconfiguration
Secondary Question

How will external constraints impact the design of the Gregson Street Campus?

> Accessibility
> Impervious Surface Limits
> Security and Safety Best Practices
> NCDOT Restrictions on External Carpool Stacking
Accessibility and Security Challenges

68 Exterior Doors to Secure

69 Stairs & Ramps to Navigate
External Carpool Stacking
DSA Construction Options

Option 1 Renovate Existing DSA Campus
  > Option 1a: Phased Renovation
    > Four Phases on Occupied Campus
  > Option 1b: Old Northern Swing Space
    > Update Old Northern for Swing Space
    > One Phase Renovation of Unoccupied Campus
  > Option 1c: Commercial Swing Space
    > Lease & Buildout Swing Space
    > One Phase Renovation of Unoccupied Campus

Option 2: Build New Campus at Duke Homestead
  > Students remain at DSA then move to
  > New Construction on Duke Homestead Site
DSA Construction Criteria

- **Schedule**
  - Design
  - Zoning & Permitting
  - Construction

- **Costs**
  - Phasing
  - Schedule
  - Market Escalation

- **Risks**
  - Safety, Schedule & Costs
  - Zoning & Environmental Approvals
  - NCDOT Traffic Restrictions
SCHEDULE
## Schedule Summary

<table>
<thead>
<tr>
<th>Option</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A Occupied Renovation</td>
<td>47 months 8/24/2027</td>
</tr>
<tr>
<td>1B Old Northern Swing Space</td>
<td>23 Months 8/19/2025</td>
</tr>
<tr>
<td>1C Commercial Swing Space</td>
<td>38 Months 8/24/2027</td>
</tr>
<tr>
<td>2 Duke Homestead</td>
<td>23 Months 8/19/2025</td>
</tr>
</tbody>
</table>

- **2: Duke Homestead**
  - Quickest to completion
  - Lowest risk of delay
  - Highest certainty

- **1A: Phased Occupied Renovation**
  - Continuous construction
  - Phased moves in middle of school year
  - Unforeseen conditions
  - Highest risk of delay

- **1B: Old Northern Swing**
  - Renovation of Old Northern could extend schedule
## Costs Summary

<table>
<thead>
<tr>
<th>Option</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1A Occupied Renovation</strong></td>
<td>$14mm no ROI Risk of Existing Conditions</td>
</tr>
<tr>
<td><strong>1B Old Northern Swing Space</strong></td>
<td>Swing Space Costs + Unforeseen Conditions</td>
</tr>
<tr>
<td><strong>1C Commercial Swing Space</strong></td>
<td>Leasing Costs + Unforeseen Conditions</td>
</tr>
<tr>
<td><strong>2 Duke Homestead</strong></td>
<td>3% Premium Highest Cost Certainty</td>
</tr>
</tbody>
</table>

- **2: Duke Homestead ($120 mm)**
  - Highest cost certainty
  - Retains existing campus for repurposing for an additional $4mm

- **1B: Old Northern Swing ($116mm)**
  - Existing conditions are unpredictable

- **1A: Occupied Phased Renovation($130mm)**
  - Extended General Conditions ($3mm)
  - Increased Escalation ($11mm)
  - $14mm with no ROI

- **1C: Commercial Swing Space ($150mm)**
  - Leasing & upfit costs are expenses without any meaningful return
> 4 Years of logistics on an already tight site
> Accessibility
> Impervious Surface Limits
> Security and Safety Best Practices
> NCDOT Restrictions on External Carpool Stacking
> Students opt-out of DPS—look for other options
DSA Infrastructure
Traffic Impact Factors

**DSA Traffic Impact**

<table>
<thead>
<tr>
<th></th>
<th>1600 Students</th>
<th>2000 Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buses</td>
<td>29</td>
<td>37</td>
</tr>
<tr>
<td>Staff</td>
<td>154</td>
<td>192</td>
</tr>
<tr>
<td>Student Drivers</td>
<td>146</td>
<td>183</td>
</tr>
<tr>
<td>Daily Trips</td>
<td>1714</td>
<td>2148</td>
</tr>
<tr>
<td>High Demand Queue (Miles)</td>
<td>1.50</td>
<td>1.87</td>
</tr>
</tbody>
</table>

**Guess Road Average Auto Daily Trip Capacity**

- NCDOT AADT Capacity (2019): 25,500
- Available Capacity at Duke Homestead: 2,039
Risks Conclusion

<table>
<thead>
<tr>
<th>Option</th>
<th>Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1A Occupied Renovation</strong></td>
<td>Renovation Risk on Occupied Campus</td>
</tr>
<tr>
<td><strong>1B Old Northern Swing Space</strong></td>
<td>Renovation Risk at Old Northern + School of Arts</td>
</tr>
<tr>
<td><strong>1C Commercial Swing Space</strong></td>
<td>Renovation Risk</td>
</tr>
<tr>
<td><strong>2 Duke Homestead</strong></td>
<td>New Construction Lowest Risk</td>
</tr>
</tbody>
</table>

- **1A: Occupied Renovation** **Highest Risk**
  - Risks of phasing/occupied campus
  - Renovation of aged Gregson Campus
  - Crumbling infrastructure & deferred maintenance discoverable only during construction
  - Traffic Impact Analysis
  - Impervious Surface Limitations

- **1B: Old Northern Swing** **High Risk**
  - Renovation of aged Old Northern

- **2: Duke Homestead** **Lowest Risk**
  - New construction on isolated site
  - Students not on construction site
  - Students move once to new school
## Conclusion

### Durham School of the Arts Renovation Matrix

<table>
<thead>
<tr>
<th>Option</th>
<th>Schedule</th>
<th>Costs</th>
<th>Risk</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A Occupied Renovation</td>
<td>47 months</td>
<td>$14mm no ROI</td>
<td>Renovation Risk on Occupied Campus</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>8/24/2027</td>
<td>Risk of Existing Conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1B Old Northern Swing Space</td>
<td>23 Months</td>
<td>Swing Space Costs +</td>
<td>Renovation Risk at Old Northern +</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>8/19/2025</td>
<td>Unforeseen Conditions</td>
<td>Gregson Campus</td>
<td></td>
</tr>
<tr>
<td>1C Commercial Swing Space</td>
<td>38 Months</td>
<td>Leasing Costs + Unforeseen</td>
<td>Renovation Risk</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>8/24/2027</td>
<td>Conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Duke Homestead</td>
<td>23 Months</td>
<td>3% Premium Highest Cost</td>
<td>New Construction Lowest Risk</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>8/19/2025</td>
<td>Certainty</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Green** Best Outcome 3  
**Yellow** Median Outcome 2  
**Red** Worst Outcome 1  

---

The Duke School of the Arts renovation matrix outlines various options for renovation, each with its own schedule, costs, and risk score. The options include occupied renovation, old northern swing space, commercial swing space, and Duke Homestead. Each option is scored for schedule, costs, and risk, ultimately determining the best outcome.
QUESTIONS AND DISCUSSIONS
**Durham Public Schools 10 Year Prioritized CIP**

*Estimated based on the Cumming’s DPS 2019 Long Range Facility Assessment* 

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Northern HS Replacement (Design Phase)</td>
<td>$96,353,387</td>
<td>$1,280,686</td>
<td>$18,603,153</td>
<td>$41,583,372</td>
<td>$34,886,176</td>
<td>$43,404,000</td>
<td>$49,098,432</td>
<td>$56,600,097</td>
<td>$67,393,846</td>
<td>$75,500,000</td>
</tr>
<tr>
<td>2. Fayetteville ES</td>
<td>$39,611,923</td>
<td>$79,949</td>
<td>$19,296,059</td>
<td>$20,235,915</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Durham School of the Arts (New Additions &amp; Major Renovation to Campus - 2000 students, Grades 6-12)</td>
<td>$77,937,729</td>
<td>$2,166,227</td>
<td>$7,793,772</td>
<td>$11,464,000</td>
<td>$12,992,219</td>
<td>$17,896,000</td>
<td>$14,500,000</td>
<td>$11,125,511</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Elementary School F (New Construction - 800 student Elementary School)</td>
<td>$49,326,165</td>
<td>$133,073</td>
<td>$2,182,196</td>
<td>$26,104,308</td>
<td>$20,906,588</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Jordan HS (New Construction - 2000 student Replacement High School)</td>
<td>$111,057,447</td>
<td>$50,000</td>
<td>$250,000</td>
<td>$1,620,000</td>
<td>$1,440,000</td>
<td>$1,120,000</td>
<td>$10,020,000</td>
<td>$35,500,000</td>
<td>$39,817,915</td>
<td>$21,239,532</td>
</tr>
<tr>
<td>6. Glenn ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$12,878,014</td>
<td>$33,279</td>
<td>$558,488</td>
<td>$7,116,217</td>
<td>$5,170,030</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Holt ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$16,819,783</td>
<td>$43,516</td>
<td>$731,136</td>
<td>$9,316,087</td>
<td>$6,729,044</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Bethesda ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$11,182,992</td>
<td>$28,933</td>
<td>$486,112</td>
<td>$6,194,000</td>
<td>$4,473,947</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Club ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$7,103,847</td>
<td>$18,379</td>
<td>$308,796</td>
<td>$3,934,656</td>
<td>$2,842,016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Morehead ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$5,024,524</td>
<td>$12,999</td>
<td>$218,410</td>
<td>$2,782,967</td>
<td>$2,010,148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Mangum ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$5,194,696</td>
<td>$13,440</td>
<td>$225,807</td>
<td>$2,877,222</td>
<td>$2,078,227</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Parkwood ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$5,021,012</td>
<td>$204,857</td>
<td>$2,470,209</td>
<td>$2,345,946</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. E K Powe ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$10,481,720</td>
<td>$427,654</td>
<td>$5,156,739</td>
<td>$4,897,327</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Lakewood ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$6,175,957</td>
<td>$251,979</td>
<td>$3,038,413</td>
<td>$2,885,565</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Fayetteville Street ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$5,041,160</td>
<td>$205,679</td>
<td>$2,480,122</td>
<td>$2,355,359</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Oak Grove (Comprehensive renovation, selective demolition and additions)</td>
<td>$5,243,421</td>
<td>$213,932</td>
<td>$2,579,629</td>
<td>$2,449,860</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Hope Valley ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$7,154,417</td>
<td>$291,900</td>
<td>$3,519,791</td>
<td>$3,342,726</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Pearsontown ES (Comprehensive renovation, selective demolition and additions)</td>
<td>$8,500,026</td>
<td>$346,801</td>
<td>$4,181,795</td>
<td>$3,971,430</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. System Wide Renovations (Moderate to Comprehensive Renovations for Middle and High School Building Systems)</td>
<td>$19,550,000</td>
<td>$3,225,750</td>
<td>$3,225,750</td>
<td>$3,225,750</td>
<td>$3,225,750</td>
<td>$1,612,875</td>
<td>$1,612,875</td>
<td>$1,500,000</td>
<td>$1,250,000</td>
<td>$671,250</td>
</tr>
<tr>
<td>21. High School Theater Renovations (Upgrade the theater lights and Equipment at Hillside, Riverside and Southern High Schools)</td>
<td>$3,600,000</td>
<td>$1,200,000</td>
<td>$1,200,000</td>
<td>$1,200,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total** $508,336,480 | $1,694,254 | $49,452,134 | $132,364,266 | $98,755,921 | $43,583,040 | $45,249,782 | $26,132,875 | $48,125,511 | $41,067,915 | $21,910,782

**Notes:**
1. FY 2020 is represented as April 1, 2020 thru June 30, 2020.
2. Assumes Jordan HS can be built on-site beginning FY2025.
3. Assumes minimum of $6M per yr in Maintenance/Operations funding for building systems repair and preventative maintenance.
4. Per County’s request, cash flow indicates 1 year planning/design and 2 years construction/closeout, except for DSA (6 yr construction/closeout), Jordan High (5 yr planning/design, 4 yr construction/closeout).
5. Per County’s request, escalation/contingency is included in the last year of construction, rather than throughout the entire project timeline.
6. Per County’s request, design is prorated to 60% of budgeted design fee for the 1 year of planning/design. The remaining 40% of design budget represents bidding, construction administration & closeout services.
7. Excludes $1.5M in planning/design for the 2020-2021 School Year, in lieu of contingency.
8. Cash Flow is based upon project budget estimates, and should be revised quarterly, as actual encumbrances and expenditures are realized.
## Durham Public Schools Recommended 10 Year Prioritized CIP Projected Cash Flow

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Total Cost</th>
<th>Year 0</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern HS Replacement (Construction Phase)</td>
<td>$96,353,387</td>
<td>$1,527,817</td>
<td>$18,603,153</td>
<td>$41,583,372</td>
<td>$34,639,045</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E K Powe ES (Hold per County Request)</td>
<td>$26,204,300</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Districtwide Kitchen Renovations (Added as Updated CIP)</td>
<td>$10,300,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fayetteville Street ES (Hold per County Request)</td>
<td>$12,602,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lakewood ES (Hold per County Request)</td>
<td>$15,439,893</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Tech Relocation Campus (Current DSA) (Added as Updated CIP)</td>
<td>$35,182,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glenn ES (Design Phase)</td>
<td>$34,861,304</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morehead ES (Design Phase)</td>
<td>$18,409,109</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Durham School of the Arts (Programming Phase)</td>
<td>$120,335,600</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elementary School F (Design Phase)</td>
<td>$72,996,220</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Wide Renovations-Administrative Buildings (Added as Updated CIP)</td>
<td>$44,197,200</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lyons Farm Elementary (Elem School C) (Construction Phase)</td>
<td>$39,611,923</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bethesda ES (Design Phase)</td>
<td>$28,247,007</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pearsontown ES (Hold per County Request)</td>
<td>$21,250,065</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eastway ES (Hold per County Request)</td>
<td>$12,695,650</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mangum ES (Design Phase)</td>
<td>$7,219,571</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Club ES (Design Phase)</td>
<td>$15,115,009</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hope Valley ES (Hold per County Request)</td>
<td>$17,886,043</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High School Theater Renovations</td>
<td>$3,600,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes
1. SY 2020 represents all expenditures from July 1, 2020 - June 30, 2021
2. Lyons Farm Elementary is funded with 2016 Bond Funds; Northern High Replacement is funded with 2016 & LOBs; Projects 3-11 are currently partially funded with LOBs
3. Assumes minimum of $5M per yr for Maintenance/Operational funding for building systems repair and preventative maintenance
4. Per County’s request, design is prorated to 60% of budgeted design fee for the 1 year of planning/design. The remaining 40% of design budget represents bidding, construction administration & closeout services
5. Per County’s request, cash flow indicates 1 year planning/design and 2 years construction/closeout, except for: Northern High (3 construction/checkout, Under High (2) planning/design, 1 construction/checkout). If DSA replacement school is approved, DSA moves from 6 yr construction/closeout to 4 yr construction/closeout
6. Assumes minimum of $6M per yr in Maintenance/Operations funding for building systems repair and preventative maintenance
7. Cash flow is based upon project budget estimates and should be revised quarterly, as actual encumberances and expenditures are realized
8. Assumes Jordan HS can be built onsite beginning FY2026

### Additional Notes
- Assumes 60% of budget is design and 40% is construction
- Assumes minimum of $5M per yr for Maintenance/Operational funding for building systems repair and preventative maintenance
- Assumes a construction cycle of 1 year planning/design and 2 years construction/checkout
- Assumes a construction cycle of 1 year planning/design and 2 years construction/checkout
- Assumes a construction cycle of 1 year planning/design and 2 years construction/checkout
- Assumes a construction cycle of 1 year planning/design and 2 years construction/checkout
- Assumes a construction cycle of 1 year planning/design and 2 years construction/checkout
- Assumes a construction cycle of 1 year planning/design and 2 years construction/checkout
- Assumes a construction cycle of 1 year planning/design and 2 years construction/checkout
- Assumes a construction cycle of 1 year planning/design and 2 years construction/checkout
- Assumes a construction cycle of 1 year planning/design and 2 years construction/checkout
- Assumes a construction cycle of 1 year planning/design and 2 years construction/checkout

### Construction vs. Design and Construction
- Construction: Design and Construction in Same Year: Construction thru Closeout Phase
- Planning and Design Phase: Planning and Design in Separate Year

### Project Prioritization
- Priorities 1-3: Core functions necessary to reflect current and expand capacity and enrollment and meet impact of ESSER II (loss due to requirements from NC ES101.01). as well as standards set by Board of Commissioners & Education to increase Prep 5 and 6 classrooms. Additionally, prioritizes 3. If include update per square foot estimates based upon current materials and labor price inflation (See attached NC DPI/Chesapeake Schools Cost 10-7-21). Revised previous Priority 3. Higher Wider Renovations - Modernization/Comprehensive Renovation for Middle and High School Building Systems & City Utilities because they are part of ESSER Funded projects.
Durham Public Schools
Board of Education

PRECIS

Agenda Item: Naming Elementary School F

Staff Liaison Present: William ‘Chip’ Sudderth
Phone#: 560-2602

Main Points:
Operational Services and the Office of Public Affairs solicited public feedback on the naming of Elementary School F in line with procedures suggested by District Policy 9300. After reviewing the feedback, the following four options are presented to the Board for consideration:

Third Fork Creek Elementary School
- PRO: Extremely specific to geographical features of the site
- PRO: Most directly adheres to the letter of Policy 9300
- CON: Difficult to pronounce, especially for our youngest students

Murray Elementary School
- PRO: Most popular suggestion by community members (as Pauli Murray Elementary School; staff recommends just using the last name)
- PRO: Recognizes a nationally prominent civil rights activist and Hillside alumnus (although graduated in New York)
- CON: Policy 9300 favors site specific naming first, then naming after individuals who have had significant specific impact on DPS

Valley Ridge Elementary School
- PRO: Refers to the general geographic features of the site
- PRO: Reflects adjacency to the Hope Valley Farms neighborhood while not likely to be confused with Hope Valley Elementary
- CON: More generic name

Rock Creek Elementary School
- PRO: Refers to the general geographic features of the site
- PRO: Easy to say, especially for children
- CON: More generic name

Fiscal Implications: N/A

Purpose
Information ☒ Discussion ☐ Action ☐ Consent ☐

Reviewed by:  Finance ☐ Attorney ☐
Agenda Item:  Update on Renaming Hillside New Tech High School

Staff Liaison Present:  Dr. Julie Pack
Dr. Tounya Wright
Dr. Deborah Pitman

Phone#:  919-560-3747
919-560-9183
919-560-2554

Main Points:

- The administration will provide an update on the process and timeline to rename Hillside New Tech High School with its renewed focus and mission as a NCDPI Cooperative Innovative High School.

- This update is provided to the board for information.

Fiscal Implications:

- N/A

Purpose

Information/Discussion ☒  Action □  Consent □

Reviewed by:  □ Finance  □  Attorney
IGNITING LIMITLESS POTENTIAL
Hillside New Tech High School Renaming

With the plan to end our contract with the New Tech Network, HNTHS will need to be renamed.

The school will be strengthening the Cooperative, Innovative High School partnership with Durham Technical Community College with a focus on Computer Science and Information Technology.
Renaming Process Update

- Inform the school community by October 1
- Collect naming options by October 10
- Compile the Results by October 15
- Ask school community to vote on top 3-5 names by October 22
- Select name by DPS Board of Education by November 18
Next Steps

• Promote the new name and focus of school at the DPS Showcase of Schools and school tours

• Develop new school branding through engagement with students and the school community
QUESTIONS
Durham Public Schools
Board of Education Monthly Meeting
PREVIS

Agenda Item: Revised School Calendars 2021-2022

Staff Liaison Present: Phone#
Dr. Nakia Hardy, Deputy Superintendent 919-560-2186
Ashley Stephens, Director of School Innovation 919-560-2331

Main Points:
- Administration recommends converting November 12, 2021, the day proceeding the Veteran’s holiday, into a non-instructional day for students and a remote workday for staff.
- Administration recommends making January 3, 2022, and February 28, 2022, a teacher workday to align the traditional and year-round school calendars after changes were made to accommodate required holidays.
- All changes have considered applicable calendar laws and are compliant with required hours.
- The administration recommends approval of the revised 2021-2022 Year-Round, Traditional, and Specialty High School Calendars.

Fiscal Implications: N/A

Purpose

Information/Discussion □  Action ☒  Consent □

Reviewed by: □  Finance _________  □  Attorney _________
<table>
<thead>
<tr>
<th>JULIO 2021</th>
<th>Enero 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>D L M M J V S</td>
<td>D L M M J V S</td>
</tr>
<tr>
<td>1 2 3</td>
<td>1</td>
</tr>
<tr>
<td>4 5 6 7 8 9 10</td>
<td>2 3L 4 5 6 7</td>
</tr>
<tr>
<td>11 12 13 14 15 16 17</td>
<td>9 10 11 12 13 14 15</td>
</tr>
<tr>
<td>18 19 20 21 22 23 24</td>
<td>16 17F 18JO 19L 20</td>
</tr>
<tr>
<td>25 26 27 28 29 30 31</td>
<td>21 24 25 26 27 28 29</td>
</tr>
<tr>
<td>29 30 31</td>
<td>30 31</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AGOSTO 2021</th>
<th>Febrero 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>D L M M J V S</td>
<td>D L M M J V S</td>
</tr>
<tr>
<td>1 2 3 4 5 6 7</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>8 9 10 11 12 13 14</td>
<td>6 7 8 9ST</td>
</tr>
<tr>
<td>15 16JL 17JL 18JO 19JO 20JL</td>
<td>10 11 12</td>
</tr>
<tr>
<td>21 22 23W 24 25 26 27 28</td>
<td>13 14 15 16 17 18 19</td>
</tr>
<tr>
<td>29 30 31</td>
<td>20 21 22 23 24 25 26 27</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SEPTIEMBRE 2021</th>
<th>Marzo 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>D L M M J V S</td>
<td>D L M M J V S</td>
</tr>
<tr>
<td>1 2 3 4</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>5 6F 7 8 9 10 11</td>
<td>6 7 8 9ST</td>
</tr>
<tr>
<td>12 13 14 15ST 16JL</td>
<td>10 11 12</td>
</tr>
<tr>
<td>17 18 19 20 21 22 23</td>
<td>13 14 15 16</td>
</tr>
<tr>
<td>24 25 26 27 28 29JL 30</td>
<td>20 21 22 23 24 25</td>
</tr>
<tr>
<td>31</td>
<td>26</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OCTUBRE 2021</th>
<th>Abril 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>D L M M J V S</td>
<td>D L M M J V S</td>
</tr>
<tr>
<td>1 2</td>
<td>1A 2</td>
</tr>
<tr>
<td>3 4 5 6 7 8 9</td>
<td>3 4 5 6 7 8 9</td>
</tr>
<tr>
<td>10 11 12 13ST</td>
<td>10 11 12 13 14 15F</td>
</tr>
<tr>
<td>14 15 16</td>
<td>17 18 19 20 21 22 23</td>
</tr>
<tr>
<td>24 25 26 27 28 29JL 30</td>
<td>24 25 26 27 28 29 30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NOVIEMBRE 2021</th>
<th>Mayo 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>D L M M J V S</td>
<td>D L M M J V S</td>
</tr>
<tr>
<td>1 2 3 4 5 6</td>
<td>1 2 3JL 4 5 6</td>
</tr>
<tr>
<td>7 8 9 10 11F 12JL</td>
<td>7 8 9 10 11</td>
</tr>
<tr>
<td>13 14 15 16 17 18</td>
<td>15 16 17 18 19 20</td>
</tr>
<tr>
<td>21 22 23 24JL 25F 26F</td>
<td>22 23 24 25</td>
</tr>
<tr>
<td>28 29 30</td>
<td>29 30F 31</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DICIEMBRE 2021</th>
<th>Junio 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>D L M M J V S</td>
<td>D L M M J V S</td>
</tr>
<tr>
<td>1 2 3 4</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>5 6 7 8ST</td>
<td>5 6 7 8 9 10ST</td>
</tr>
<tr>
<td>12 13 14 15 16 17 18</td>
<td>12 13JO 14JL</td>
</tr>
<tr>
<td>19 20JL 21LA 22LA 23F 24F</td>
<td>15 16 17 18</td>
</tr>
<tr>
<td>26 27F 28LA 29LA 30LA 31F</td>
<td>19 20 21 22 23</td>
</tr>
<tr>
<td>24 25</td>
<td>24 25 26</td>
</tr>
</tbody>
</table>

**CLAVES DEL CALENDARIO:**
- LA Licencia Anual
- F Feriado
- Final del Trimestre
- ST Día de Salida Temprana
- JN Jornada Laboral de Maestros Nuevos
- JL Jornada Laboral de Maestros
- JO Jornada Laboral Obligatoria de Maestros

Nota: El último día de clases es un día de salida temprana.
# Durham Public Schools – 2021/2022 Traditional Calendar

## Student/Staff Calendar

**First Day:** August 24, 2021  
**Last Day:** June 10, 2022

### August
- August 13, 16-17: New Teacher Workdays  
- August 18-19: Required Teacher Workdays  
- August 20, 23: Teacher Workdays  
- August 24: First Day of School

### September
- September 6: Labor Day  
- September 15: Early Release Day  
- September 16: Teacher Workday (Yom Kippur)

### October
- October 13: Early Release Day  
- October 26: End of Quarter  
- October 29: Teacher Workday

### November
- November 11: Veterans Day Holiday  
- November 12: Teacher Workday  
- November 24: Teacher Workday  
- November 25-26: Thanksgiving Holiday

### December
- December 8: Early Release Day  
- December 20: Teacher Workday  
- December 21, 22, 28, 29, 30: Annual Leave  
- December 23, 24, 27, 31: Holiday

### January
- January 3: Teacher Workday  
- January 14: End of Quarter  
- January 7: Holiday  
- January 18: Required Teacher Workday  
- January 19: Teacher Workday

### February
- February 9: Early Release Day  
- February 28: Teacher Workday

### March
- March 9: Early Release Day  
- March 25: End of Quarter  
- March 28: Spring Break, Annual Leave

### April
- April 15: Holiday (Good Friday)  
- May 3: Teacher Workday (Eid-al-Fitr)  
- May 30: Memorial Day Holiday

### June
- June 10: Last Day of School – Early Release – End of Quarter  
- June 13: Required Teacher Workday  
- June 14: Teacher Workday

---

### Calendar Key:

- [A]: Annual Leave  
- [H]: Holiday  
- [ER]: End of Quarter  
- [E]: Early Release  
- [I]: Inclement Weather  
- [N]: New Teacher Workday  
- [W]: Teacher Workday  
- [R]: Required Teacher Workday

---

Revised October 21, 2021

Note: The last day of school is an Early Release Day.
### CALENDARIO DE ESCUELAS PÚBLICAS DE DURHAM – 2021/2022

<table>
<thead>
<tr>
<th>MES</th>
<th>L</th>
<th>M</th>
<th>M</th>
<th>J</th>
<th>V</th>
<th>S</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JULIO 2021</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
</tr>
<tr>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
</tr>
<tr>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
</tr>
<tr>
<td>29</td>
<td>30</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PRIMER DÍA**

- Julio 19, 2021

**ÚLTIMO DÍA**

- Junio 10, 2022

#### PRIMER DÍA (2021)

- Julio 12: Jornada Laboral de maestros nuevos
- Julio 13, 15-16: Jornada Laboral de maestros
- Julio 14: Jornada Laboral obligatoria de maestros
- Julio 19: Primer día de clases

#### AGOSTO

- Agosto 18: Jornada Laboral obligatoria de maestros

#### SEPTIEMBRE

- Septiembre 6: Feriado - Día del Trabajo
- Septiembre 15: Jornada Laboral de maestros
- Septiembre 16: Jornada Laboral de maestros (Yom Kippur)
- Septiembre 20-22: Final del Trimestre

#### OCTUBRE

- Octubre 8: Jornada Laboral de maestros
- Octubre 13: Día de Salida Temprana

#### NOVIEMBRE

- Noviembre 11: Feriado - Día de los Veteranos
- Noviembre 12: Jornada Laboral de maestros
- Noviembre 24: Licencia Anual
- Noviembre 25-26: Feriado - Día de Acción de Gracias

#### DICIEMBRE

- Diciembre 8: Día de Salida Temprana
- Diciembre 17: Final del Trimestre
- Diciembre 20-21: Recesso Escolar

#### ENEO

- Enero 3-4: Recesso Escolar
- Enero 17: Feriado - Martin Luther King, Jr.

#### FEBRERO

- Febrero 9: Día de los Caídos
- Febrero 14: Jornada Laboral de maestros

#### MARZO

- Marzo 9: Día de Salida Temprana
- Marzo 13-14: Jornada Laboral de maestros
- Marzo 23-24: Día de Salida Temprana
- Marzo 25-29: Recesso Escolar

#### ABRIL

- Abril 14: Jornada Laboral de maestros
- Abril 15: Feriado (Viernes Santo)

#### MAYO

- Mayo 3: Jornada Laboral de maestros (Eid-al-Fitr)
- Mayo 30: Feriado - Día de los Obispos

#### JUNIO

- Junio 10: Último día de clases – Día de Salida Temprana – Final del Trimestre
- Junio 13: Jornada Laboral obligatoria de maestros
- Junio 14: Jornada Laboral de maestros

### CLAVES DEL CALENDARIO:

- LA: Licencia Anual
- F: Feriado
- ST: Día de Salida Temprana
- i: Inclemencia del clima
- JN: Jornada Laboral de Maestros Nuevos
- JL: Jornada Laboral de Maestros
- JO: Jornada Laboral Obligatoria de Maestros
- R: Recesso Escolar

Nota: El último día de clases es un día de salida temprana.

Revisada 21 de Octubre de 2021

89
**Durham Public Schools – 2021/2022 Year-Round Calendar**

### 181 Day Student/Staff Calendar

<table>
<thead>
<tr>
<th>Month</th>
<th>First Day</th>
<th>Last Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>July 19, 2021</td>
<td>June 10, 2022</td>
</tr>
<tr>
<td>August</td>
<td>August 18 - Required Teacher Workday</td>
<td></td>
</tr>
<tr>
<td>September</td>
<td>September 6 - Labor Day</td>
<td></td>
</tr>
<tr>
<td>October</td>
<td>October 8 - Teacher Workday</td>
<td></td>
</tr>
<tr>
<td>November</td>
<td>November 11 - Veterans Day Holiday</td>
<td></td>
</tr>
<tr>
<td>December</td>
<td>December 8 - Early Release Day</td>
<td></td>
</tr>
</tbody>
</table>

### Calendar Key:
- First/Last Day of School
- A Annual Leave
- H Holiday
- End of Quarter
- ER Early Release
- I Inclement Weather
- NT New Teacher Workday
- W Teacher Workday
- RW Required Teacher Workday
- I Intersession

### April 2022
- April 14 - Teacher Workday
- April 15 - Holiday (Good Friday)
- May 3 - Teacher Workday (Eid-al-Fitr)
- May 30 - Memorial Day Holiday

### June 2022
- June 10 - Last Day of School – Early Release – End of Quarter
- June 13 - Required Teacher Workday

**Note:** The last day of school is an Early Release Day.
2021-2022 Specialty High School Calendar

DURHAM PUBLIC SCHOOLS
J.D. Clement Early College High School
City of Medicine Academy
New Tech High School
Middle College High School

August 2021

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

September 2021

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

October 2021

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

November 2021

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

December 2021

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

January 2022

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

February 2022

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28

March 2022

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28

April 2022

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28

May 2022

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28

June 2022

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28

KEY

H Holiday - School Closed
T Teacher Workday (no school for students)
W Required Teacher Workday (no school for students)
R RTW Annual Leave

End of Quarter
First & Last Day of School
Revised October 21, 2021

Calendar Templates by Vertex42.com
https://www.vertex42.com/calendars/school-calendar.html
2021-2022 Specialty High School Calendar

DURHAM PUBLIC SCHOOLS
J.D. Clement Early College High School
City of Medicine Academy
New Tech High School
Middle College High School

August 2021

1 2 3 4 5
6 7 8 9 10
11 12 13 14 15
16 17 18 19 20
21 22 23 24 25
26 27 28 29 30

Aug 2, 3, 4  Jornada Laboral de maestros
Aug 5  Primer día de clases
Aug 18  Jornada Laboral de maestros
Sep 6  Feriado - Día del Trabajo
Sep 15  Día de Salida Temprana
Sep 16  Teacher Workday (Yom Kippur)
Oct 8  Final del Trimestre
Oct 13  Día de Salida Temprana
Nov 11  Feriado—Día de los Veteranos
Nov 12  Jornada Laboral de maestros
Nov 24  Licencia Annual
Nov 25, 26  Feriado—Día de Acción de Gracias
Dec 8  Día de Salida Temprana
Dec 20  Final del Trimestre
Dec 21  Jornada Laboral de maestros
Dec 22, 28, 29, 30  Licencia Annual
Dec 23, 24, 27, 31  Vacaciones de Invierno
Jan 3  Jornada Laboral de maestros
Jan 17  Feriado (Martin Luther King, Jr. Day)
Feb 9  Día de Salida Temprana
Mar 4  Final del Trimestre
Mar 7  Vacaciones de Semana Santa, Licencia Annual
Apr 15  Feriado (Viernes Santo)
Apr 18  Jornada Laboral de maestros
May 3  Jornada Laboral de maestros (Eid-al-Fitr)
May 26  Final del Trimestre—Día de Salida Temprana
May 27  Jornada Laboral de maestros

September 2021

1 2 3 4 5
6 7 8 9 10
11 12 13 14 15
16 17 18 19 20
21 22 23 24 25
26 27 28 29 30

October 2021

1 2 3 4 5
6 7 8 9 10
11 12 13 14 15
16 17 18 19 20
21 22 23 24 25
26 27 28 29 30

November 2021

1 2 3 4 5
6 7 8 9 10
11 12 13 14 15
16 17 18 19 20
21 22 23 24 25
26 27 28 29 30

December 2021

1 2 3 4
5 6 7 8 9
10 11 12 13 14
15 16 17 18 19
20 21 22 23 24
25
26 27 28 29 30

January 2022

1 2 3 4 5
6 7 8 9 10
11 12 13 14 15
16 17 18 19 20
21 22 23 24 25
26 27 28 29 30

February 2022

1 2 3 4 5
6 7 8 9 10
11 12 13 14 15
16 17 18 19 20
21 22 23 24 25
26 27 28

March 2022

1 2 3 4 5
6 7 8 9 10
11 12 13 14 15
16 17 18 19 20
21 22 23 24 25
26 27 28 29 30

April 2022

1 2 3 4 5
6 7 8 9 10
11 12 13 14 15
16 17 18 19 20
21 22 23 24 25
26 27 28 29 30

May 2022

1 2 3 4 5
6 7 8 9 10
11 12 13 14 15
16 17 18 19 20
21 22 23 24 25
26 27 28 29 30

June 2022

1 2 3 4
5 6 7 8 9
10 11 12 13 14
15 16 17 18 19
20 21 22 23 24
25 26 27 28 29
30

KEY

H  Feriado - Escuela Cerrada
TW  Jornada Laboral de Maestros
RTW  Jornada Laboral Obligatoria de Maestros
A  Licencia Anual

Final del Trimestre
Prime/ultimo día de clases
Revisada 21 de Octubre de 2021

Calendar Templates by Vertex42.com  https://www.vertex42.com/calendars/school-calendar.html
Durham Public Schools
Board of Education Monthly Meeting
PRECIS

Agenda Item: Covid-19 Update

Staff Liaison Present: Dr. Nakia Hardy Phone#: 919-560-3874

Main Points:

Staff will provide an update on DPS’s response to Covid-19. This will include information regarding:

- The Covid-19 Response Team
- Covid-19 Screening Testing of Staff and Students
- Volunteer Access to Schools
- Athletics Update
- Arts Update

Fiscal Implications: N/A

Purpose

Information/Discussion X Action ☐ Consent ☐

Reviewed by: ☐ Finance __________ ☐ Attorney __________
IGNITING LIMITLESS POTENTIAL
COVID-19 UPDATE

OCTOBER 21, 2021
OVERVIEW

• COVID-19 Team
• Testing Program Update
• Volunteer Guidance
• Discussion and Questions
COVID-19 RESPONSE TEAM
GOALS OF THE COVID-19 RESPONSE TEAM

- Reduce the spread of COVID-19 in DPS schools to keep our students and staff safe and productive in our buildings.
- Reduce time and energy commitments to COVID-19 contact tracing and management so faculty can continue to focus on the social, emotional, and academic needs of students.
- Increase understanding regarding COVID-19 mitigation practices with all stakeholders to reduce the spread of COVID-19.
MEET THE COVID-19 RESPONSE TEAM

DELOIS PRINCE
TEAM MANAGER
(919) 967-0543
ext 21651
delois_prince@dpsnc.net

TRICIA HOWARD
DISTRICT NURSE
tricia_howard@dpsnc.net

DR. ADDISON
COMMUNICATION SPECIALIST
(948) 209-0578
michael_pate@dpsnc.net
MEET THE CONTACT TRACERS

QUANITA AVERY
LEAD CONTACT TRACER
Central Region
Facilities/Maintenance/Nutrition/Custodial

ANNETTA ROGERS
Central Region
Transportation

SHANEE RICHARDS
Northern Region

YOLANDA MOSES
Southern Region
CONTACT TRACER UNIFORMS
The principal is provided communication resources including emails, robocalls, and translations to inform families and staff.

The principal completes the COVID questionnaire to alert the COVID response team.

The COVID team meets on the daily COVID call with principals to confirm final details of each case.

The regional contact tracer is dispatched to the school, if needed, to assist with contact tracing.

Principals or the health department are alerted by a family or staff member of a positive COVID case.

Contact tracer sends all related information of the case to the health department.

The principal informs staff and families that an individual on campus has tested positive for COVID-19.

Contact tracer will review all case information provided by the health department for reconciliation (ongoing).
A “Pool Positive” test result means someone in the pool of six individuals is positive for COVID-19.

MAKO Medical staff will conduct weekly pooled COVID testing on all students and staff registered to participate.

When a student or staff member tests positive for COVID-19, they will be required to isolate for 10 days and contact tracing will begin immediately.

Should a student or staff member receive a “Pool Positive” test result, they should return to school the next day and plan to have a second, individual COVID test.

MAY CONTINUE ATTENDING SCHOOL

DAY 1

POSITIVE POOL TEST RESULT

DAY 2

INDIVIDUAL TEST

POSITIVE INDIVIDUAL RESULT

NEGATIVE POOL TEST RESULT

NEGATIVE INDIVIDUAL RESULT
COVID TESTING REGISTRATIONS AS OF OCTOBER 21, 2021

2,563 Students & Staff (6.5%) (Oct. 14, 2021)

- SCHOOL ANNOUNCEMENTS OCT. 4
- ONLINE SIGN-UPS LIVE SINCE OCT. 4
- REGISTRATION ASSISTANCE EVENTS OCT.
- SOCIAL MEDIA PUSH ONGOING
- SCHOOL BOARD MEETING OCT. 21
COVID Student Testing Registration Assistance

DPS is hosting registration sessions to provide assistance for DPS families wanting to sign up their students for the new COVID-19 Student Testing program.

Minnie Forte-Brown Staff Development Center
2107 Hillandale Road.

October

7 9AM - Noon
8 4 - 7PM

For more information, please email the COVID Resource Team at covidteam@dpsnc.net.

#WeAreDPS
Volunteer Guidance

All volunteers must meet the following requirements to participate:

- All volunteers must be FULLY vaccinated for COVID-19.
- All volunteers must be screened upon entering the building.
- All volunteers must wear their mask appropriately and consistently at all times when on campus.
- All volunteers must depart immediately at the end of their shift.
ATHLETICS and ARTS UPDATE
WINTER ATHLETICS UPDATE

PPE and Facility Cleaning:
Disinfectant, wipes, face masks and hand sanitizer will be distributed to each high school.

Face Coverings:
Athletes are required to wear a face covering except when engaged in physical activity.

Face covering signage posted in and outside of the gymnasium.

Spectators:
Limit Indoor venues to 50% of capacity with the home team getting 80% and the visiting team 20%.

Require all spectators to wear masks; spectators without masks will not be allowed into any venue.
Concessions:
Pre-packaged food and drinks.
Limit the number of individuals working to allow for adequate spacing.
Lobby areas for concessions will be clearly marked for adequate seating and spacing.

Athlete/Coach COVID Testing:
Weekly testing is required for all unvaccinated athletes to play.

School Security Measures:
Bags are not allowed in any DPS athletic event.
Spectators may not reenter any athletic contest after leaving.

WINTER ATHLETICS UPDATE
WINTER ARTS UPDATE

PPE and Facility Cleaning:
PPE will continue to be used for all singers and wind players while indoors.

Extra Curricular COVID Testing:
Weekly testing is required for all unvaccinated students to participate in activities.

Audience Capacity:
Limit Indoor venues to 50% of capacity. Require everyone in the audience to wear face coverings; audience members without masks will not be allowed into any venue.
DISCUSSION