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A G E N D A

**Durham Public Schools Board of Education
Administrative Services Committee
December 4, 2014**

Fuller Administration Building, 511 Cleveland Street, Durham, NC

1. Call to Order 4:30 p.m.
2. Moment of Silence
3. Agenda Review and Approval
4. Administrative Services Committee Meeting Minutes
 - November 6, 2014
5. Public Comment
6. **Financial Services**
 - a. 2013-2014 Comprehensive Annual Financial Report
 - b. 2015-2016 Budget Priorities & Guiding Principles
7. **Operational Services**
 - a. Information Technology –Cisco SMARTnet Maintenance Services
 - b. Information Technology – IT Staffing for School Support
 - c. Contract for Engine Brandmakers
 - d. Durham County Capital Improvement Plan
8. Follow-Up
9. Adjournment

Mission Statement

In collaboration with our community and parents, the mission of Durham Public Schools is to provide all students with an outstanding education that motivates them to reach their full potential and enables them to discover their interests and talents, pursue their goals and dreams, and succeed in college, in the workforce and as engaged citizens.

Date: December 4, 2014



Durham Public Schools
ADMINISTRATIVE SERVICES COMMITTEE
PRECIS

Subject: Administrative Services Committee Meeting Minutes

Staff Liaison Present:

Phone #

Main Points:

Attached for committee consideration and approval are the following meeting minutes:

- November 6, 2014

Fiscal/Goal Implications:

None

Recommendation	
Information	<input type="checkbox"/>
Discussion	<input type="checkbox"/>
Action	<input checked="" type="checkbox"/>
Consent	<input type="checkbox"/>

MINUTES
Administrative Services Committee of the
Durham Public Schools Board of Education
November 6, 2014

The Administrative Services Committee of the Durham Public Schools Board of Education held a meeting on Thursday, November 6, 2014 at 4:30 p.m. in the Board Room of the Fuller Building, 511 Cleveland Street, Durham, NC.

Board Members Present

Natalie Beyer, Chair; Mike Lee, Vice-Chair and Matt Sears.

Administrators Present

Dr. Bert L'Homme, Superintendent; Hugh Osteen, Deputy Superintendent of Operational Services; Scott Denton, Assistant Superintendent of Auxiliary Services; Aaron Beaulieu, Chief Financial Officer and Chip Sudderth, Director of Public Information; Tim Carr, Program Manager for Construction & Capital Planning and Paul LeSieur, Executive Director of Budget Management Services.

Attorney Present

None

Call to Order/Moment of Silence

Chair Beyer called the meeting to order and a moment of silence was observed.

Agenda Review and Approval

Chair Beyer moved that the draft agenda be adopted as presented.

Minutes Review

Mr. Sears made a motion to approve the October 9, 2014 minutes; seconded by Mr. Lee. The motion was adopted.

Public Speakers

1. Caroline Hansley, Greenpeace USA, addressed the board regarding a campaign she is leading called RePower Our Schools.
2. Kathy Macy, former DPS parent, expressed some concern regarding a less than positive experience her child had at a middle school.

Revised 2014-15 Board Committee Meetings

Dr. L'Homme stated that the administration is recommending the board committee schedule be revised starting in January, 2015. Dr. L'Homme explained that in order to reduce the number of committee meetings that occur in the same week and to ensure more family time for board members and staff this is being recommended.

Dr. L’Homme shared that the revised schedule will reflect no more than two committee meetings in the same week and most months only one meeting per week.

Mr. Sears made a motion to move this item to the consent agenda; seconded by Mr. Lee; motion passed unanimously.

Githens Middle School – Drainage & Utility Easements

Mr. Osteen stated that the North Carolina Department of Transportation (NCDOT) is requesting approval of an offer to purchase real property for a permanent drainage easement and a permanent utility easement along Old Chapel Hill Road in support of the installation of sidewalks and bike paths. Mr. Osteen shared that the purpose of the drainage easement is to minimize any potential drainage issues. Mr. Osteen explained the utility easement is to provide for access for relocation of power poles if needed.

Mr. Lee made a motion to move this item to the consent agenda; seconded by Mr. Sears; motion passed unanimously.

New Elementary “C” – Design Agreement

Mr. Osteen shared that the funds from the 2007 Bond provide for design and planning of the New Elementary “C” project. Mr. Osteen explained that the architect selected will provide complete construction documents, assist during the project bid/award phase and provide construction administration for the new building. Mr. Osteen stated that this project will be designed to meet LEED Gold characteristics.

Mr. Osteen stated that seventeen firms submitted paperwork through a publicly advertised Request for Qualifications issued June, 2014.

Mr. Osteen shared that Davis Kane Architects PA has been selected for the New Elementary “C” project with a contract price of \$1,080,000. Mr. Osteen stated the Minority Business Enterprise participation is 23.7%.

Mr. Sears made a motion to move this item to the consent agenda; seconded by Mr. Lee; motion passed unanimously.

2015-2016 Bell Schedule Discussion

Mr. Denton stated that at the August 14, 2014 Administrative Services Committee meeting, the administration presented information and analysis regarding the movement of school start times to a 30 minute later start than the current bell schedules. Mr. Denton explained that although there was interest in keeping bell schedules the same for the 2015-2016 school year, discussion has continued surrounding the feasibility of making a smaller change sooner than expected.

Mr. Denton stated that moving bell times by a modest “10 minutes” has the potential to raise awareness regarding school start times. Mr. Denton shared that it may highlight the link between

more sleep for adolescents and improved academic performances. Mr. Denton explained a small move in bell times will be less impactful for students and families and will provide board members an opportunity to gauge the community's opinion for future adjustment.

Mr. Denton shared a few results of how a 10 minute change would impact the schools.

Mr. Sears suggested that the board needs to receive significant community input so parents can plan and prepare for the potential change that might take effect.

Dr. L'Homme requested the administration bring a "Communication Plan" back to the committee in early 2015. Dr. L'Homme suggested that principals should attend the committee meeting when this is discussed.

Mr. Lee made a motion to move this item to the action agenda; seconded by Mr. Sears; motion passed unanimously.

Budget Resolution (2014-2015)

Mr. Beaulieu gave a detailed PowerPoint overview of the Budget Resolution for the 2014-2015 fiscal year. Mr. Beaulieu shared that the resolution is required by the North Carolina General Statute, Article 31, 115C-425 – "Annual Balanced Budget Resolution". Mr. Beaulieu explained that the resolution requires each local school administrative unit to operate under an annual balanced budget resolution adopted and administered in accordance with this article.

Mr. Lee made a motion to move this item to the action agenda; seconded by Mr. Sears; motion passed unanimously.

There were no follow-up items.

The meeting adjourned at 6:30 pm.

Natalie Beyer, Committee Chair

Hugh Osteen, Deputy Superintendent of Operational Services



One Vision. One Durham.

Date: December 4, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: 2013-2014 Comprehensive Annual Financial Report

Staff Liaison Present: Aaron J. Beaulieu **Phone #** 560-3544

Main Points:

- The fiscal year 2013-2014 Durham Public Schools Comprehensive Annual Financial Report (CAFR) prepared by the Financial Services staff and audited by the certified public accounting firm of Rives & Associates, LLP will be presented at the December 18, 2014 Board meeting.
- As requested by the Board, a work-session presentation will be made at the Administrative Committee meeting to answer questions and discuss the audit report prior to its presentation at the regular Board meeting. Copies of the final CAFR will be provided at the committee meeting.

Administration submits this audit for discussion and subsequent approval..

Fiscal Implications:

- It is required by Public School Law 115C-447 that public schools have their accounting records audited annually by a certified public accountant or an accountant certified by the Local Government Commission.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** **AJB**

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: 2015-2016 Budget Priorities and Guiding Principles

Staff Liaison Present: Aaron J. Beaulieu **Phone #** 560-3544

Main Points:

- Setting the overall budget priorities and guiding principles will assist the Board and staff when building the 2015-16 budget.
- Administration recommends adopting the attached list of priorities and principles.

Administration submits the attached for discussion and subsequent approval.

Fiscal Implications:

- The 2015-16 budget will need to cover all state salary and benefit increases for local employees as well as all fixed cost increases and ADM increases.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** **AJB**



2015-16 Budget Priorities/Guiding Principles

- Provide funding that directly impacts our students and teachers.
- Promote transparency and accountability in development, presentation and management of the annual budget.
- Develop funding formula between DPS and Durham County.
- Reduce the dependency on committed fund balance to cover salary and benefits.
- Strive to achieve efficiencies and savings within existing programming and funding levels.
- Provide accurate projections of student membership.
- Review all district personnel and allotments for potential savings.
- Review current staffing formulas across the district and strive to continue our investment in classroom teachers and staff.
- Review current non-salary allotments to individual schools.
- Reduce the dependency on lapsed salaries to balance the budget.
- Monitor further state mandates to cover salary and benefit increases and possible reductions in program funding.
- Review all contracts within the district for appropriateness and potential savings.
- Review all operational expenditures to maximize efficiency and potential savings.



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Date: December 4, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Information Technology – Cisco SMARTnet Maintenance Services

Staff Liaison Present: Scott Denton
Elaine Batten

Phone # 919-560-3822
919-560-2654

Main Points:

- The Information Technology (IT) Division secures warranty, maintenance and support from Cisco SMARTnet Maintenance Services, which is essential in keeping the DPS core network, wireless, voice and Internet operating at peak performance.
- This renewal request is for the remainder of the first year's renewal at a cost of \$123,621.60 with the term dates of January 1, 2015 through June 30, 2015.

Administration submits this contract renewal for discussion and subsequent approval.

Fiscal Implications:

The 2014-15 budget supports this procurement request.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** Aaron Beaulieu **Attorney** Benita Jones

Information Technology

Executive Summary for Cisco SMARTnet Contract

Background

The Information Technology (IT) Division secures warranty, maintenance and support from Quantum Technology Group LLC which provides Cisco SMARTnet Maintenance Services. These services are essential in keeping the DPS core network, wireless, voice and Internet operating at peak performance.

The SMARTnet Maintenance Services provide:

- Advanced hardware failure replacement and configuration support.
- 24/7/365 technical assistance for Cisco equipment.
- System upgrades keeping software at current version which increases the products functionality and preventing potential software security vulnerabilities.

The original contract was awarded in October, 2013, through Bid 179-1314-14-IT to Quantum Technology Group LLC with an option to renew the contract for two additional years. Pricing was fixed only for the 1st year at a cost of \$224,699.54. The original contract ended on September 30, 2014. Administrative approval has been given to process payment for \$64,141.75 to cover renewal cost from October 1, 2014 through December 31, 2014. This request is to approve funding for the remainder of first year's renewal at a cost of \$123,621.60 with the term dates of January 1, 2015 through June 30, 2015. The terms dates of this renewal are being aligned with the fiscal year cycle.

Attachments:

1. SMARTnet Quote
2. SMARTnet Maintenance Services Contract

Recommendation

IT is recommends approval of the Cisco SMARTnet Maintenance Services Contract to align the contract dates with the fiscal year ending June 15, 2015.

Quantum Technology Group, LLC

2014-2015 Renewal: IT SmartNet Equipment Warranty and Maintenance Services

Term: January 1, 2015 - June 30, 2015

Item	Qty	PRODUCT NUMBER	PRODUCT DESCRIPTION	SERVICE LEVEL	COST	TOTAL COST
1	2	N10-E0440	4-port 10 GE/4-port 4Gb FC/Expansion module/UCS 6100 Series	SNTP 24x7x4	\$ 68.63	\$ 137.26
2	2	N10-S6100	UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+	SNTP 24x7x5	\$ 340.41	\$ 680.82
3	7	N20-B6625-1	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	SNTP 24x7x6	\$ 121.40	\$ 849.82
4	1	N20-C6508	UCS 5108 Blade Svr AC Chassis/0 PSU/8 fans/0 fabric extender	SNTP 24x7x7	\$ 89.67	\$ 89.67
5	2	CISCO3845-V/K9	^3845 Voice Bundle,PVDM2-64,SP Serv,128F/512D	SNT 8X5XNBD	\$ 748.07	\$ 1,496.14
6	1	N20-C6508-UPG	UCS 5108 Blade Svr AC Chassis/0 PSU/8 fans/0 fabric extender	SNTP 24x7x4	\$ 53.80	\$ 53.80
7	3	UCS-B200M2-VCS1	^Bare Metal UCS B200M2 Svr.,2xE5640 CPU,48GB RAM,2x146GB HDD	SNTP 24x7x4	\$ 84.84	\$ 254.52
8	12	CCX45-85U-E-E-S1	CCX 8.5 UPGRADE - 4.5 to 8.5 Qty 1 ENH-ENH Seat LICENSE ONLY	ESW Essential SW	\$ 55.86	\$ 670.38
9	10	CCX-85-A-E-LIC	CCX 8.5 ADDON ENHANCED Seat Qty 1 LICENSE	ESW Essential SW	\$ 55.86	\$ 558.65
10	1	CCX-85-CMBUNDLE-K9	CCX 8.5 Promo Bundle available only with NEW CUCM or BE6000	ESW Essential SW	\$ 172.45	\$ 172.45
11	252	ER-USR-LIC-10-MIG	EMRGNCY RSPNDR USR LIC 10 PHNS 9 AND 3 MIG	ESW Essential SW	\$ 10.35	\$ 2,607.42
12	1500	LIC-CUCM-BASIC-B	Unified Communications Manager Basic Single User-1001 to 10K	ESW Essential SW	\$ 1.72	\$ 2,584.05
13	100	L-UNITYCN8-USR	One Unity Connection 8.x User - All user Features - eDelivery	ESW Essential SW	\$ 2.76	\$ 276.06
14	3793	UNITY8-USR	Unity 8.x User	ESW Essential SW	\$ 3.10	\$ 11,769.68
15	55	MIG-CUCM-ESS-USR-A	Migration to UC Manager Essential - Less than 1K Users	ESW Essential SW	\$ 0.68	\$ 37.66
16	2043	MIG-CUCM-USR-B	Migration to UC Manager Enhanced - 1K - 10K Users	ESW Essential SW	\$ 2.08	\$ 4,240.86
17	50	MIG-PUBLIC-IP-DEV	Public Space phone migration to User Licensing	ESW Essential SW	\$ 0.35	\$ 17.66
18	1	CSACS-5.2-VM-UP-K9	ACS 5.2 VMWare SW + Base License Upgrade for Previous Vers.	SAS SW app Support	\$ 827.40	\$ 827.40
19	1	DCNM-N7K-K9	DCNM for LAN Enterprise License for one Nexus 7000 Chassis	SAU SW app+support	\$ 689.79	\$ 689.79
20	1	L-WCS-NCS1-M-1K	1K AP WCS to NCS 1.0 Migration	SAU SW app+support	\$ 4,759.51	\$ 4,759.51
21	1	L-WCS-NCS1-M-2.5K	2.5K AP WCS to NCS 1.0 Migration	SAU SW app+support	\$ 9,587.99	\$ 9,587.99
22	5	WCS-APBASE-500	Option Of WCS-Standard-K9 500 APs. License Only.	SAU SW app+support	\$ 1,860.69	\$ 9,303.44
23	2	AIR-CT5508-250-K9Z	5508 Series Controller for up to 250 APs	SNT 8x5xNBD	\$ 2,914.00	\$ 5,827.99
24	12	AIR-CT5508-500-K9	Cisco 5508 Series Wireless Controller for up to 500 APs	SNT 8x5xNBD	\$ 4,707.43	\$ 56,489.19
25	1	N7K-C7010	10 Slot Chassis, No Power Supplies, Fans Included	SNTP 24x7x4	\$ 3,473.76	\$ 3,473.76
26	1	N7K-C7010-BUN	Nexus 7010 Bundle (Chassis,SUP1,(3)FAB1,(2)AC-6KW PSU)	SNTP 24x7x4	\$ 2,578.75	\$ 2,578.75
27	1	ASA5555-K9	ASA 5555-X with SW 8GE Data 1GE Mgmt AC 3DES/AES	SMARTNET 8X5XNBD ASA 5555-X with SW	\$ 622.88	\$ 622.88
28	4	N2K-C2248TP-E	N2K-C2248TP-E-1GE (48x100/1000-T+4x10GE),	SNTP 24x7x4	\$ 77.61	\$ 310.43
29	2	N5K-C5548UP-FA	Nexus 5548 UP Chassis, 32 10GbE Ports, 2 PS, 2 Fans	SNTP 24x7x4	\$ 501.82	\$ 1,003.64
30	2	MCS-7845-I3-ECS1	8X5XNBD UNITY SMARTNET	8X5XNBD UNITY SMARTNET	\$ 824.98	\$ 1,649.96
Total						\$ 123,621.60

TECHNOLOGY SERVICES AGREEMENT

THIS TECHNOLOGY SERVICES AGREEMENT (the "Agreement") effective this 1st day of January 2015 is made and entered into by and between the Durham Public Schools Board of Education ("Board") and Quantum Technology Group (the "Contractor").

RECITALS

WHEREAS, Board is a local board of education working to provide public schools within its local school administrative unit as directed by law.

WHEREAS, Contractor is a North Carolina corporation in good standing in the business of computer technology management and operation services, and other related services, including computer network specialties, with a principal place of business at PO Box 762, Cornelius, NC 28031.

WHEREAS, Contractor desires to provide its services to Board and Board desires to obtain such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

AGREEMENT

1. CONTRACTOR'S SCOPE OF SERVICES. Contractor represents, warrants, covenants, and agrees to be responsible for the following and to provide the following services:

a. The services to be performed are generally described, but are not limited to those set forth in the Contractor's Proposal for Cisco SMARTnet Maintenance Services Renewal, which is attached hereto as Exhibit 1 and incorporated herein by reference, and any additional services as may be required to meet the intent of the Durham Public Schools' Proposal for Cisco SMARTnet Maintenance Services Renewal.

2. CONTRACTOR'S COVENANTS. Contractor represents, warrants, covenants, and agrees to be responsible for the following and to provide the following services:

a. Contractor shall, in performing services under this Agreement, exercise the highest degree of care and perform such services in an expert fashion.

b. Contractor shall provide warranty, maintenance and support through Cisco SMARTnet Maintenance Services Renewal. Services are essential in keeping the DPS core network, wireless, voice and Internet operating at peak performance.

c. Contractor ensures that the Cisco SMARTnet Services provides direct access 24x7x365 to the Cisco Technical Assistance Center (TAC) specialized experts providing advanced hardware failure replacement, software upgrades and configuration support.

d. The services provided shall not violate or in any way infringe on the rights of third parties.

e. Contractor understands and agrees that Board shall have the right to modify the services required under this Agreement.

f. Contractor has obtained and shall maintain insurance to sufficiently protect Contractor and Board from any and all potential claims or damages, including but not limited to Worker's Compensation, Comprehensive General and Contractual Liability Insurance in no event less than the amount of \$1,000,000 or more for each occurrence with an insurer having a "Best Policyholders" rating of B+ or better. Board shall be named as an additional insured on the Certificate of Insurance. Copies of certificates of insurance shall be provided to Board and shall include the following:

- (1) Name of insurance company, policy number, and expiration date;
- (2) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);
- (3) A statement indicating that Board shall receive thirty (30) days' notice of cancellation or significant modification of any of the policies which may affect Board's interest;
- (4) A statement confirming that Board has been named an additional insured (except for Workers' Compensation) on all policies; and
- (5) A statement confirming that Board, its agents and employees have been provided a waiver of any rights of subrogation which Consultant may have against them.

g. Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina.

h. Contractor has all necessary corporate power and authority to enter into and perform this Agreement.

i. Contractor expressly agrees and acknowledges that all original materials developed by Contractor in connection with Contractor's work for Board,

including but not limited to computer programs, listings, designs, specifications, flow charts, and other documentation, are to be considered “work made for hire” under the United States copyright laws as the same may be amended from time to time, and are and shall be the sole and exclusive property of Board. To the extent (if any) that, notwithstanding the foregoing, Contractor retains such rights, Contractor shall and does hereby assign exclusively and irrevocably to Board the copyright in said materials and all rights thereunder, including but not limited to all rights to reproduce the work in copies, to prepare derivative works based thereupon, and to distribute copies of the work by sale or other transfer, and all rights to authorize others to do so. Contractor represents and warrants that all materials delivered to Board shall be original work of Contractor (and its employees, if any), and not of any independent contractor. Contractor agrees during its work for Board and thereafter to execute any documents and papers and to render to Board or its designee all assistance reasonably necessary to establish, perfect, or preserve such rights. To the extent any pre-existing materials of Contractor are contained in such works, Contractor grants to Board or its designee a non-exclusive, worldwide, royalty free license to (i) use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon such pre-existing materials and derivative works thereof; and (ii) authorize others to do any or all of the foregoing.

j. Contractor agrees that no license or right is granted to Contractor, either expressly or by implication, estoppel or otherwise to publish or reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform any of the works described in the preceding paragraph, except pre-existing materials of Contractor, either during or after the term of this Agreement.

k. Contractor agrees to communicate to Board every Invention conceived, completed, or reduced to practice during the course of Contractor’s work for Board which is (i) related to the business, work or activities of Board, or (ii) results from any work performed by Contractor using any equipment, facilities, materials, information, or personnel of Board; or (iii) results from or are suggested by any work performed for or on behalf of Board. “Invention” refers without limitation to any idea, design, concept, technique, discovery or improvement, whether patentable or not, including, but not limited to hardware, and apparatus, processes, and methods, formulas, computer programs and techniques, as well as improvements thereof and knowledge related thereto.

l. Contractor agrees to assign and does hereby assign to Board or Board’s designee Contractor’s entire right, title and interest in and to all Inventions described in subparagraph l. above, including all patent rights, trade marks, and copyrights in such Inventions, and any patent applications filed and/or patent rights granted thereon in the United States and any foreign country. During Contractor’s work with Board and thereafter, Contractor agrees to execute any patent documents or papers relating to such developments as well as any

documents and papers Board may consider necessary or helpful in obtaining or maintaining said patents during the prosecution of patent applications thereon or the conduct of any litigation or other proceeding in connection therewith. All expenses incident to such applications, litigation, or proceedings shall be the sole responsibility of Board.

m. Contractor understands that Board does not wish to receive from Contractor any information which may be considered confidential or proprietary to Contractor or any third party. Contractor represents and warrants that any information disclosed or provided by Contractor to Board is not confidential or proprietary to Contractor or to any third party.

n. Contractor warrants that it has good and marketable title to all of the inventions, information, material, work, or product made, created, conceived, written, invented, or provided by Contractor pursuant to the provisions of this Agreement (Product). Contractor further warrants that the Product shall be free and clear of all liens, claims, encumbrances, or demands of third parties, including any claims by any such third parties of any right, title, or interest in or to the product arising out of any trade secret, copyright, or patent. Contractor shall indemnify and hold harmless Board from any and all liability, loss, costs, damage, judgment, or expense (including reasonable attorneys' fees) resulting from or arising in any way out of any such claims by any third parties and/or which are based upon, or are the result of any breach of the warranties contained in this Subsection. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. In the event of a breach, Consultant shall, at no additional cost to Board replace or modify the Product with a functionally equivalent and conforming Product, obtain for Board the right to continue using the Product, and in all other respects use its best efforts to remedy the breach.

o. Should Board permit Contractor to use any of Board equipment, tools or facilities during the term of this Agreement, such permission will be gratuitous, and Contractor shall indemnify and hold harmless Board and its officers, directors, agents, and employees from and against any claim, loss, expense, or judgment for injury to person or property (including death) arising out of the use of any such equipment, tools, or facilities, whether or not such claim is based upon the condition or on the alleged negligence of Board in permitting its use.

p. In exchange for Board engaging Contractor, Contractor waives all claims which Contractor, Contractor's heirs, estate, or successors in interest have or may acquire against Board and its officers, directors, agents, and employees, for injury or death arising out of Contractor's performance of the services or use of Board equipment or facilities.

q. Contractor shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by Contractor in the

performance of the services herein. Board shall have the right, upon reasonable notice, to audit at any time, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein as well as for the validity of the representations made and in the compensation provisions of this Agreement, and may examine Contractor's books and records relating to these several areas.

r. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to Board who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the Board. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

3. PAYMENT OF FEES. Board and Contractor agree that Contractor shall be paid \$123,621.60 after Contractor completes all of its obligations as outlined in paragraph 1 above.

4. TERM. This Agreement shall commence on January 1, 2015. Contractor shall complete all of its services on or before June 30th 2015. The Board may terminate this contract at any time with twenty (20) calendar days' notice in writing from the Board to Contractor, prior to the date of termination. If the Contract is terminated by the Board in accordance with this section, the Board will provided a prorated payment for all series performed by Contractor as of the date of termination.

5. Board's COVENANTS. Board covenants and agrees to be responsible for the following:

a. Board shall grant access to equipment as needed according to the prior notice and prescribed schedule established by Contractor with the approval of Board.

b. Board reserves the right to exercise prior approval of scheduled services.

c. Board shall have the right to request written reports at any time during the performance of this Agreement which shall be furnished within seven (7) days

after such request, in the manner directed, describing progress, status of costs, data, and other matters pertaining to the services rendered, at no additional cost to Board.

6. INDEMNIFICATION. Contractor shall indemnify, defend and save harmless Board against any and all claims, actions, demands, costs, damages, loss, or expense of any kind whatsoever, in whole or part, resulting from or connected with any acts under this Agreement or from the omission or commission of any act, lawful or unlawful, by Contractor, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by Board in connection with the defense of said matters. Board shall not in any event, be liable in damages for business loss or other incidental, indirect, special, punitive or consequential damages of whatever kind or nature, regardless of the cause of such damage, and Contractor, and anyone claiming by or through it, expressly waives all claims to such damages.

7. EVENTS OF DEFAULT. This paragraph shall not limit the Board's right to terminate this Agreement as provided in the foregoing sections of this Agreement. The occurrence of any one of the following events shall constitute an event of default allowing either party to terminate this Agreement upon fifteen (15) days written notice to the other party:

a. A party's failure to provide payment or services required under this Agreement or a party's material breach of its obligations under this Agreement and a failure to cure such failure or breach within seven (7) days after written notification of such failure or breach.

b. A party's purported unauthorized transfer or assignment of this Agreement or any rights or obligations under this Agreement.

c. A party or any agent or employee of that party commits, during the course of performance of any activity for or on behalf of the other party, any act punishable by fine or imprisonment under state or federal law.

d. A party or any agent or employee of that party commits an act or omission, in the course of its performance hereunder, that endangers or threatens the health and safety of others.

e. A party or any agent or employee of that party commits an act of fraud, defalcation, or dishonesty, or any act or omission or series of acts or omissions which singly or together constitute an unfair or deceptive act or practice.

f. Any discovery that any material representation by a party is materially misleading or inaccurate, or a party's failure to perform any material covenant, obligation, term or condition contained in this Agreement.

g. A party's cessation of doing business as a going concern, assignment for the benefit of creditor's, admission in writing of its inability to pay debts as they become due, filing of a petition in bankruptcy or appointment of a receiver, acquiescence in the appointment of a trustee or liquidator of it or any substantial part of its assets or properties.

8. RIGHTS UPON TERMINATION. Upon the occurrence of an event of default, the non-offending party shall have the right to terminate the Agreement upon fifteen (15) days written notice to the other party, and seek all legal and equitable remedies to which it is entitled, including but not limited to refunds for amounts paid. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedies available to it.

9. NONAPPROPRIATION. Board agrees, if necessary, to duly request the appropriation of funds for all payment amounts specified in this Agreement. Notwithstanding anything to the contrary herein, if the funds Board requests for a fiscal year are not appropriated, Board will not be obligated to pay amounts due beyond the end of the last funded fiscal year. If a nonappropriation of this kind occurs, Board will notify Contractor, the Agreement will terminate at the end of the last fiscal year for which funds were appropriated, and Board will not be in default notwithstanding the default provisions that might otherwise appear herein

10. RECORDS AND CONFIDENTIALITY OF STUDENT INFORMATION. The Contractor agrees that all student records obtained in the course of providing services to Board under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and Board's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Contractor will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of the Contractor. Contractor shall not forward to any person other than the parent or the Board any student record, including, but not limited to, the student's identity, without the written consent of the parent and the Board. Upon termination of this Agreement, Contractor shall turn over to the Board all student records of the Board's eligible students to whom Contractor has provided services under this agreement.

11. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS. The Contractor shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites.. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Contractor’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>

The Contractor shall provide certification that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Contractor agrees to conduct the registry checks and provide a supplemental certification before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Contractor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Contractor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at the school system’s expense. If the school system exercises this right to conduct additional criminal records checks, Contractor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Contractor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The school system reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if the school system determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

fire, weather, or by events of a similar nature to those described in this paragraph and this substantially prevents Board's use of Contractor's service, Board shall have the option of suspending payments due under the Agreement for the time period use is substantially prevented or terminating the Agreement immediately without penalty or further expense.

17. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which taken together, shall constitute one single agreement between the parties hereto.

18. WAIVER. No delay or omission by either party hereto to exercise any right or power hereunder shall be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant contained herein. All remedies provided for in this Agreement shall be cumulative and, in addition to any remedies available to either party at law, in equity or otherwise.

19. ASSIGNMENT. This Agreement may not be assigned without the written agreement of all parties, but if the same is assigned by agreement, it shall be binding on the assignee and his heirs.

20. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without regard to any principles of conflicts of laws that would make applicable the law of any other jurisdiction. Further, the parties irrevocably agree that any legal action or proceedings brought by or against them with respect to this Agreement or its subject matter shall be in the General Court of Justice in Durham County, North Carolina or in the United States District Court for the Middle District of North Carolina and, by execution and delivery hereof, the parties hereby irrevocably submit to each such jurisdiction and hereby irrevocably waive any and all objections which they may have with respect to such proceedings in any of the courts of North Carolina identified above.

21. BINDING. All provisions of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the parties, their respective heirs, representatives, successors, and assigns.

22. FURTHER ASSURANCES. The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated herein.

23. HEADINGS. The articles and section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

24. RELATIONSHIP OF PARTIES. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained herein shall be construed to (i) give any party the power to direct and control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make Contractor an agent of the Durham Public School System for any purpose whatsoever except as otherwise agreed in writing by the parties hereto.

25. ENTIRE UNDERSTANDING. This Agreement contains the final expression of the parties' intent and the sole and entire understanding between Contractor and Board. The parties agree that any statements, representations, discussions, or documentation, whether made prior to or contemporaneously with the execution of this Agreement, have been merged into this Agreement and this Agreement fairly and comprehensively memorializes the final negotiated agreement between the parties. The Agreement shall not be modified or amended in any manner except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties to this agreement have hereunder set their respective hands on the day and year first above written.

Durham Public Schools Board of Education

By: _____
Board Chairperson

ATTEST:

Superintendent/Secretary

[Corporate Seal]

QUATUM TECHNOLOGY GROUP

By: _____, President

ATTEST:

Corporate Secretary

[Corporate Seal]

This instrument has been preaudited in the manner required by the School budget and Fiscal Control Act.

(Date)

(Signature of finance officer)

R0967936



One Vision. One Durham.

Date: December 4, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Information Technology - IT Staffing for School Support

Staff Liaison Present: Scott Denton
Elaine Batten

Phone # 560-3822
560-2654

Main Points:

- The Information Technology (IT) Division uses contract agencies for workstation support to cover vacant workstation technician positions.
- The IT Division is seeking approval for awarding Bid 179-1415-05-IT to multiple providers for the purpose of providing school and central services IT workstation support.

Administration submits this bid for discussion and subsequent approval.

Fiscal Implications:

The 2014-15 budget supports this procurement request.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** Aaron Beaulieu **Attorney** Stephen Rawson

Information Technology Executive Summary for 2014-15 IT Staffing Contract

Background

The Teaching and Learning (T&L) Section of the Information Technology (IT) Division employs 17 workstation technician employees for school support, two for central services support and two for phone support for the district's help desk. Workstation support staff provides services as follows:

- Repair, diagnose and resolve issues with desktop, laptop and other computer devices; support end user device hardware and operating systems.
- Troubleshoot level 1 networking, server, phone and application issues.

Since 2012, the market for IT skills has greatly increased affecting our ability to retain employees with adequate skills for the support positions. Over the past 12 months, the turnover rate has averaged 1 employee per month.

The IT division uses contractors to replace full time staff for the duration of a vacancy so that schools and central service administration sites continue to receive workstation support. In many cases, DPS hires the contractor into the position after an appropriate length of time in the contractor role.

Bid 179-1415-05-IT

The IT Division posted Information for Bid (IFB) 179-1415-05-IT for the purposes of increasing the vendor pool for providing qualified candidates. Out of 30 proposals received, 10 were highly acceptable. IT is requesting to award contracts to multiple vendors to ensure we are able to select from the most qualified candidates. Five of the 10 candidates that were rated highly acceptable are minority owned business; DPS plans to contract initially with 6 vendors, 3 of which are minority owned businesses. The proposed vendors are:

1. Skill Path Talent
2. NWN
3. Integrity Consulting
4. Pinpoint Resources Group
5. The Select Group, US., LLC
6. Robert Half International
7. Accentuate Staffing
8. Solomons International, LLC
9. Red Zone Resources
10. Apex Systems

Funding for contractor support falls within the current budget.

Identification of Alternate Vendors

In the past, IT has been asked to screen candidates that are not good matches for our school support by staffing vendors. In the event of a contract termination per the contract terms, IT will initiate a new contract with the next vendor on the alternate list. This process ensures IT has the best possible pool of candidates to provide workstation support for our schools on a consistent basis.

Attachments

1. Summary of Responses and Recommendations for IFB 179-1415-05-IT
2. Contracts for Recommended Awardees

Recommendation

IT is recommending the following actions:

1. Acceptance of Bid 179-1415-05-IT
2. Approval to award the contract to multiple vendors

**DURHAM PUBLIC SCHOOLS
CONTRACT FOR PROFESSIONAL INFORMATION TECHNOLOGY SERVICES**

This contract for professional information technology services (the “Contract”) is made and entered into this [DATE] day of [MONTH], 201_, between the Durham Public Schools Board of Education (the “School System”), 511 Cleveland Street, Durham, NC 27702, and [CORPORATE NAME OF PROVIDER] (the “Provider”), [PROVIDER’S ADDRESS].

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

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as follows:
 - 1.1. Provider shall provide the professional services described in the bid documents upon which award of this Contract is based at designated times and places as specifically requested and authorized by the School System. Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference and specifically including the bid documents for bid number IFB 179-1415-05-IT upon which award of this Contract is based.
 - 1.2. Qualifications of Provider. Provider warrants that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the services required of it under this Contract; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules and regulations which are applicable to this Contract; (d) all recommendations, advice, analysis, and representations made during the provision of services pursuant to this Contract shall accurately meet, reflect, and incorporate all such laws, rules, and regulations; (e) it shall exercise the abilities, skill, and care customarily exercised by duly licensed and qualified providers of comparable services who practice in Durham County or in similar communities throughout the term of this Contract; and (f) all work done and services rendered in connection with this Contract shall be performed by fully qualified personnel who are appropriately licensed and legally entitled to perform the services provided
 - 1.3. Records Maintenance. Provider shall maintain written documentation of any professional service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
 - 1.4. Contractors Covenants. Contractor represents, warrants, covenants, and agrees to be responsible for the following and to provide the following services:
 - 1.4.1. Contractor shall, in performing services under this Contract, exercise the highest degree of care and perform such services in an expert fashion.
 - 1.4.2. Contractor shall maintain such supplies, equipment and employees as are necessary to perform of the services provided for herein. Contractor warrants its services and warrants that DPS’s network will perform substantially in conformance with DPS’s specifications. In the event any non-conformance cannot be corrected

within seven days, Contractor shall take all steps required to correct the problem and DPS shall be entitled to a refund for services and expenses.

1.4.3. Contractor shall examine, monitor, maintain, and repair all network related equipment, including software, to ensure efficient operation of DPS's network and related equipment. The schedule for such services will be to maximize equipment performance, efficiency and durability.

1.4.4. Contractor shall service network related units and equipment as requested by DPS, and shall inspect, test, maintain, and repair all equipment as needed to maximize equipment performance, efficiency and durability.

1.4.5. The services provided shall not violate or in any way infringe on the rights of third parties.

2. Obligations of the School System.

2.1. The School System hereby agrees to compensate Provider at a rate or in the amount of [INSERT EXACT DOLLAR AMOUNT OF CONTRACT WRITTEN OUT ALPHABETICALLY WITH FOLLOWED BY A PARENTHETICAL INCLUDING THE SAME AMOUNT WRITTEN OUT NUMERICALLY – E.G., TEN THOUSAND, TWO HUNDRED DOLLARS (\$10,200)] per [INSERT RELEVANT TIME PERIOD OR OTHER MEASURE FOR CALCULATING PAYMENTS – E.G., HOUR, DAY, MILE, SQUARE FOOT, ETC.] for services rendered, with total payments not to exceed [INSERT NOT-TO-EXCEED AMOUNT]. With the School System's written consent, payments may be made in monthly installments for work performed and accepted during the previous month.

2.2. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.

2.3. Space and Equipment. The School System agrees to (i) set aside designated areas adequate for the provision of the professional services and (ii) maintain such designated areas in accordance with applicable federal, state and local laws, rules and regulation. Provider shall only use such space and support services solely for the purpose of fulfilling its duties under this Contract.

2.4. [SPECIFY ANY ADDITIONAL OBLIGATIONS OF THE SCHOOL SYSTEM, INCLUDING REIMBURSEMENT OF EXPENSES. DELETE IF N/A]

3. Term. The services described in the Contract will be provided from [INSERT MONTH, DATE AND YEAR] through [INSERT MONTH, DATE, AND YEAR] unless sooner terminated as herein provided.

4. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the

School System will pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.

5. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
6. Terms and Methods of Payment. Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within thirty (30) days of submission of such invoices. Invoices should be sent to [INSERT NAME AND ADDRESS], for review and approval.
7. Contract Funding. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
8. Insurance. Provider agrees to maintain \$1,000,000 in general liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The Durham Public Schools Board of Education shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
9. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
10. Monitoring and Auditing. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
11. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an

access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.

12. Lunsford Act/Criminal Background Checks. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. In addition, the School System may conduct additional criminal records checks at the School System's expense. If the School System exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested

by the School System for all contractual personnel who may deliver goods or perform services under this Contract. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

13. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
14. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
15. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
16. Applicable Durham Public Schools Board of Education Policies. Provider acknowledges that the Durham Public Schools Board of Education has adopted policies governing conduct on all property owned by the Board of Education and agrees to abide by any and all relevant board policies while on its property. Provider acknowledges that these policies are available online on the School System's website. In particular, Provider acknowledges that it has received copies of or has access to (via the Durham Public Schools' website) and will abide by all applicable Durham Public Schools Board of Education policies, including but not limited to policies related to conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students.
17. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in

this contract without the prior written approval of the School System.

18. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
19. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
20. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
21. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:
Exhibit A: Response to IFB 179-1415-05-IT
22. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
23. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

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

DURHAM PUBLIC SCHOOLS BOARD OF EDUCATION

By: _____(Seal)
[INSERT NAME OF BOARD CHAIR]

Attest: _____(Seal)
[INSERT NAME OF SUPERINTENDENT]

[INSERT CORPORATE NAME OF PROVIDER]

By: _____(Seal)

[INSERT NAME OF CORPORATE PRESIDENT OR VICE PRESIDENT]

Attest: _____ (Seal)

[INSERT NAME OF CORPORATE SECRETARY]

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

(Date)

(Signature of finance officer)

Attachment _____

Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

(attach additional page(s) if needed)

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

_____ (print name)
_____ (title)

_____ (signature)
_____ (date)



One Vision. One Durham.

Date: December 4, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Contract for Engine Brandmakers

Staff Liaison Present: Chrissy Pearson

Phone # 560-9112

Main Points:

- Engine Brandmakers is a local marketing firm selected to analyze the current communications strategy within Durham Public Schools and help us to better understand our customers, competition and current brand. They will analyze and guide us to better communications strategies and will create creative materials such as a new logo and supportive marketing products.

Fiscal Implications:

- The initial contract is for \$28,000 plus sales tax, with the option to acquire research billed separately and only as-needed.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** AB **Attorney** _____

Telling the New Story of DPS:

Proposal for Better Communications and a New Brand



Who?

Engine Brandmakers, a company local to Durham for more than a decade

What?

Analysis and research into how we communicate with our diverse constituents, and how DPS is viewed in the community and beyond, plus design services

When?

First meeting took place this week, process will take 3 to 6 months

Where?

Across the district, with both internal and external constituents

Why?

Because we need to focus our communications to better reach our students, families, community partners, business leaders and everyone else who hears the DPS story.

How?

Contract for services



The Contract

Engine Brandmakers (formerly Rella:Cowan)

Durham-based company with offices on West Morgan St.



Contract work includes

Finding the strategic core of the district

Understanding the DPS brand as it currently exists

Understanding our competition and our customers

Conducting collaborative work sessions to generate ideas

Delivering creative products such as a new logo, tagline, advertisements, web content, etc.

Cost: \$28,000

With option for research billed separately only as-needed

Uses existing budgeted funds within public information office

No new fiscal implication for next year



Durham Public Schools

Durham Public Schools

Engine

November 6, 2014

Chrissy Pearson
Chief Communications Officer
Durham Public Schools
511 Cleveland Street
Durham, NC 27702

Re: Engine: Agreement for Marketing Services

Dear Chrissy:

Thanks so much for reaching out to Engine for your branding and marketing needs. We sure enjoyed our conversation, and we are gratified that you are interested in what we may be able to offer you. We are also happy that the Mystery of the D has been solved to your satisfaction.

This document is both proposal and agreement: I will recap below what I outlined when we were together, review costs and procedures, and if you agree with everything, this document is executable.

You have a multi-faceted and interesting Branding puzzle on your hands, and we are confident the steps below will provide you with both a very solid basis for research into the core communications issues you face, as well as provide a solid platform upon which you will be able to build your ongoing marketing, PR, and other communications activities.

I. BACKGROUND / ASSIGNMENT

Your initial assignment was to replace the logo. That quickly broadened into "new Branding", which, if done correctly, reaches into every facet of Durham Public Schools, as a Brand expression which represents an entire entity must be based in truths and values which are deeply embedded in that entity.

Accordingly, this proposal covers not just the development of a new logo, although that will be a key output. It covers the activity necessary to uncover what Durham Public Schools should stand for, and how it should present itself to the community it represents.

II. FINDING THE STRATEGIC CORE OF DURHAM PUBLIC SCHOOLS

Our conversation about the Durham Public Schools Brand as it now stands was interesting. You have multiple constituencies which interact with the organization externally, for whom it is a vital part of their families' development. And inside the organization you have different bodies of opinion regarding what DPS means, what it should represent, and how it should be displayed.

All of this is a fabulous recipe for disastrous branding should it happen haphazardly. The key to success in this effort is to approach the problem holistically and systematically, which will ensure that each aspect and viewpoint is considered; then you can determine which are relevant to your Branding, and which are less vital.

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All this is in service of finding a solid Brand Platform for DPS. This is key, as it is the idea itself, more than the expression of it, that is truly useful in bringing cohesion to the expression of DPS.

This central idea goes by many names, and every agency seems to have its own version of it. We like to call it what it is: The Single Most Persuasive Idea.

We phrase it like this:

For (the best expression of your Target Audience)

Durham Public Schools is the Brand that (solves the particular problem your audience has).

Once you have this phrase defined, it opens a world of possibility:

- **A creative brief which leads, in turn, to great creative work**
- **A way to talk about all of the things which make DPS great**
- **A compelling personality**
- **Guidance for every piece of communication you create**
- **Guidance for every initiative you consider (operations, organizational culture, funding pitches, marketing): if it matches with this idea, do it; if not, carefully reconsider it.**

There are several steps we take and areas we explore to get to this core idea:

1: Understanding The DPS Brand as it currently exists

This is probably the most complicated part of our undertaking. From our limited viewpoint, we can see at least 6 different ways of looking at the DPS Brand now:

- **External:**
 - Families who are in the DPS system and are delighted to be
 - Families who are in the DPS system because they have no other option
 - Families who have gone outside the DSC system
- **Internal:**
 - DPS is representing the people in the community well
 - DPS is losing ground and students and needs to catch up
 - DPS is for X group and not so much for Y group

This is probably only partially right, but the overall point is this: there is lack of cohesion on what DPS is supposed to represent, and how it should be presenting itself to the community it serves.

Our first task in gaining cohesion is to gain understanding of what DPS means and what it should be overall. We'd want to talk to you and any of the other staff who are key to DPS so we can understand what it is made of, what education and community means to you, what role DPS should play in the community and what is common among the diverging viewpoints.

This is accomplished either through one-on-one interviews or meetings in small groups.

In short, the goal of this first stage is to understand if there are differing or conflicting priorities internally, and find that which is common among them. Our successful work with Durham County and with Durham Tech involved similar groups and viewpoints, and this is the input we sought at the beginning stages of those engagements.

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2. Understanding your "Competition"

It is perhaps not usual to think of "competition" to a school district, but it certainly exists. Home schooling is on the rise nationwide. Charter and independent schools operate outside the County school system. Parents are choosing to send their children there. The basic question is "why"?

We will find out much from those we talk to in the step above, but looking objectively at the options available to Durham County parents will give us greater understanding of how DPS should be positioned to effectively offer a realistic alternative.

We will comb whatever information is available. Knowing the competition's strengths and weaknesses, and where those can be exploited to your benefit, will be key to your positioning.

3. Understanding your Customers

Families, parents and children are your customers. If you have done any research among them we would want to review it. If you have the budget for primary research of your own we can help you conduct it. Knowing what your customers and potential customers actually think (rather than what you *think* they think) is invaluable. You are surrounded geographically by your best customers; we need their voice in the conversation.

This research could take several forms, and we would work with you to propose the best methodology. Until we complete the steps above, however, we cannot determine the best research methodology, as we need to be clear first on how DPS views itself and how it wants to move forward. We use this understanding as context for the research.

4. Collaborative Work Session

Once we have conducted all the conversations, interviews and reviews above, we develop an outline for a 4-hour work session we will conduct in our offices with your key stakeholders. Present in the room should be those who have the most to contribute, who know DPS best, and who (and this is important) may have formidable dissenting opinions.

We go through a series of exercises based on what we have learned, and designed to help us use our collected wisdom to start to get at your positioning. There are no sacred cows and we probe mercilessly when we sense something interesting is on the tip of a tongue.

You will find it a little like business therapy: very enlightening. One important thing to realize here: we don't come to the answer in this meeting. We may come really close, but we won't get there.

This session is a wonderful way to get all the ideas out on the table at once and sort through them. Because everyone important plays a role, the end result is a product of all the input, and is very compelling as a result.

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5. Idea Generation

After the work session we go away and think for a couple of weeks. During this time we analyze the primary information, and using the things we learned at the work session, begin to formulate your positioning. We hold it up against what we know of the competition and your customers to make sure we think it is distinctive and ownable. We revise and refine and polish.

6. Idea Delivery

We present your Single Most Persuasive Idea in a meeting with you. We will carefully go through our rationale for it so you can understand our thinking.

During this meeting we would also show you a Creative Brief, which is the document we use to guide the development of creative material to make sure that we are saying what we intend to say.

With your approval on both the positioning and the Creative Brief, we will continue with creative development.

7. Creative Development:

With a solid positioning which encompasses DPS and a matching Creative Brief, the creative world is open to you. Your initial wish list will probably look something like this, but we will need to refine it:*

- **Logo**
- **Tagline**
- **Print Ads (3)**
- **Email Blast Template**
- **Online banners (3)**

**Note that this is a hypothetical list: we'll refine and agree on this based on need and budget.*

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III. COSTS:

The cost for the above elements is as follows:

- 1. Strategy Development (Understanding Brand, Consumer, Customer; ½ day Work Session, Strategic Development; Creative Brief Development)**
- 2. Creative Development (Tagline, Print Ads (3), Email Blast Template, Online banners (3))**

Total Cost: \$28,000

Note: Does not include new research, which will be estimated separately.

New research could take several forms, depending on what we agree is the problem we are trying to understand. Preliminary options include:

- Focus Groups (\$800 per group with discussion guide and report)
- One-on-one interviews (\$300 ea)
- Online surveys (dependent on scope and methodology, but less than \$500)
- Syndicated database research (Less than \$1000 if appropriate)
- Other related costs:
 - Recruitment (\$150 per person)
 - Incentives for participation (\$50-\$75 per person)
 - Facilities rental (if you use a facility) (\$1000 per evening)
 - Food for participants (variable)

We would invoice you in three waves: 50% at the outset, another 25% after the strategic activity, and the final 25% upon completion.

Note: Our estimate does not include sales tax. When Engine develops tangible deliverables, the agency is required to charge state sales tax. Any media planning, should that become necessary, would be planned with an industry-standard 15% fee.

This also does not include any photography, illustration, printing, or shipping.

IV. MOVING FORWARD:

Many of our engagements start with agreements such as the above and then swing into longer-term retainer-based agreements, whereby we provide a set number of hours for a reduced hourly rate.

We discussed this when we met and you thought it was beyond what you were willing to commit to at present, which we fully understand. Once we get to the end of the body of work above we should re-discuss this idea; this is how it would work:

Our regular "rack rate" is \$175/hr; for retainers we charge \$125/hr. We would give you a set amount of hours per month, and make progress against a mutually defined list of objectives, and we would proceed month by month. As an example, a \$6,000 retainer would give you 48 hours of our time.

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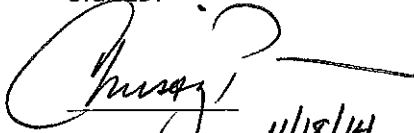
This allows you to have steady marketing support and make regular progress; it allows us to know what our workload and income are in advance. Either of us can end the agreement on 60 days notice.

V. AGREEMENT

Chrissy, please do let me know if you have any questions. Your signature below indicates acceptance of the \$28,000 fee for the first stage of work and for billing the remainder on the schedule specified. If we eventually proceed to the retainer stage I will send you a separate agreement.

Thanks so much for the invitation to engage with DPS; it is good to know you.

SIGNED:



Date: ~~11/06/14~~

11/18/14

Chrissy Pearson
Chief Communications Officer
Durham Public School



Date: 11/06/14

Rod Brown
Partner / President
Engine Brandmakers

"This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act."

11/19/14
Date

DURHAM PUBLIC SCHOOLS FINANCE OFFICER



"The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with the General Statute 147-64.7 and Session Law 2010-194, Section 21."



One Vision. One Durham.

Date: December 4, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Durham County Capital Improvement Plan

Staff Liaison Present:	Hugh Osteen	Phone # 919-560-3831
	Jon Long	919-560-2216
	Tim Carr	919-560-2216

Main Points:

- The County of Durham has requested an update from Durham Public Schools regarding its capital needs for the next ten years.
- The attached information provides detail on Durham Public Schools' current Long Range Facility Plan (LRFP), the County's Capital Improvement Plan (CIP) and any updates as needed.

Administration submits this update for discussion and subsequent approval.

Fiscal Implications:

Planning for capital needs is a critical, on-going function of Durham Public Schools and the County.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** _____ **Attorney** _____

**An Overview of Durham Public Schools'
Capital Improvement Plan Submittal to Durham County**

December 2014

Every two to three years, the County of Durham updates its Capital Improvement Plan (CIP). This plan provides a ten year outlook on the purpose, amount and timing of capital funding and improvements for agencies and departments the County supports. DPS is typically the largest portion of these funds though, in recent years, the county has built a new courthouse and Health and Human Services Center.

DPS updates its Long Range Facilities Plan (LRFP) every two to four years. The data and projections in the LRFP are typically what generate DPS' submittal for the County's CIP. The County notified DPS in the fall of 2014 that it would be updating its CIP in the Spring of 2015.

DPS last updated CIP information for the County in November 2012. Having just updated the LRFP in November of 2013, DPS needed only to adjust the master list of projects and funding requirements in order to provide the County with an overview of our capital needs. As expected, most of the plan remained unchanged. However, there are several new or modified projects worth noting.

At the elementary level, we continue to project the need to build Elementary "C" as soon as possible. Bond funds from 2007 are covering the design costs now. Elementary "F" remains in the second half of the plan and the Elementary at Lowe's Grove creeps back into the plan due to the extension of years nine and ten. The most notable change is a new elementary at the proposed 751 South Development. As it is built out, this development will generate enough k-5 students to require a small elementary school. Timing of the funding and construction will depend on the pace of the development.

At the middle school level, the most notable change is a plan to add a middle grades wing at the Creekside elementary site. Creekside houses roughly 100 students per grade. Therefore, a middle school wing for 300 students would create a K-8 campus and could greatly reduce overcrowding at Githens Middle School.

At the high school level, Durham School of the Arts continues to have many needs as listed in the site's master plan. However, the biggest change to the group is at Northern High School. Often added to and modified over the decades, the administration recommends that the most prudent action for the future of Northern High is to rebuild it in its entirety on the same site on which it currently sits.

The result of these few major changes and updates to the remaining improvements is a slight uptick in the ten-year value of the LRFP. At its last adoption, the total value was approximately \$396 million. Today, with adjustments for what has been accomplished or funded plus the new changes, the value is \$434 million, just under a ten percent increase.

All of this information is provided so that the County can plan and project its support of county-wide capital funding for the next ten years. There are many needs and the costs are high. However, the County must also protect the tax rate and the bond rating for the best fiscal health possible.

In discussions with DPS in 2013, the County indicated there would be a general obligation bond referendum for school and other needs in fall of 2015. With building asset values of roughly a half billion dollars, the numbers listed in the LRFP and CIP don't seem so high. The community has invested a great deal into good school facilities. It also deserves and expects for them to be maintained and preserved properly. It is hoped that the 2015 bond offers a significant level of funding to care for the community's investment and to grow where needed for the future.

Facility	LRFP Recommendations										LRFP Total (Thru 2022-23)	Project Scope Description (2013 LRFP)
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25		
Bethesda	\$2,966,652	\$1,309,263									\$4,275,915	Life Cycle Renovation; Asphalt Rehab; Sitework; HVAC; Kitchen; Systems
Burton		\$4,153,269	\$1,038,317								\$5,191,586	Life Cycle Renovation; Asphalt Rehab; Sitework; HVAC; Systems; Misc.
Club Boulevard				\$2,210,218							\$2,210,218	Life Cycle Renovation; Roof; Finishes; Systems
Creekside			\$634,591					\$297,000			\$931,591	Site; Finishes; Kitchen; Systems (See also Creekside Middle School)
Easley			\$3,820,875								\$3,820,875	Life Cycle Renovation; Asphalt Rehab; Sitework; Kitchen; Systems
Eastway			\$4,224,281	\$1,408,094							\$5,632,375	Life Cycle Renovation; Asphalt Rehab; Roof; Kitchen; Systems
Eno Valley	\$8,085,182	\$2,721,295									\$10,806,478	New Constr.; Life Cycle Renov.; Sitework; Roof; HVAC; Kitchen; Systems
Fayetteville Street						\$370,694					\$370,694	Sitework; Roof; Finishes; Systems
Forest View			\$3,752,130	\$1,250,710							\$5,002,840	Life Cycle Renovation; Sitework; Roof; Kitchen; Systems
Glenn		\$1,650,653		\$6,602,612							\$8,253,265	New Constr.; Life Cycle Renov.; Asphalt Rehab; Sitework; Roof; HVAC; Kitchen; Systems
Harris									\$2,331,683		\$2,331,683	Life Cycle Renovation; Asphalt Rehab; Sitework; Systems; Misc.
Hillandale	\$190,000	\$4,215,722	\$1,215,241								\$5,620,963	Life Cycle Renovation; Sitework; HVAC; Central Plant; Systems
Holt			\$6,620,321								\$6,620,321	New Constr.; Life Cycle Renov.; Asphalt Rehab; Sitework; Finishes; HVAC; Kitchen; Systems
Hope Valley							\$8,299,811				\$8,299,811	Life Cycle Renovation; Asphalt Rehab; Sitework; Roof; Kitchen; HVAC; Systems
Lakewood				\$1,105,304							\$1,105,304	Asphalt Rehab; Sitework; Finishes; HVAC; Kitchen; Systems; Misc.
Little River	\$3,807,514	\$951,879									\$4,759,393	Life Cycle Renovation; Asphalt Rehab; Sitework; Roof; Kitchen; Systems
Mangum			\$2,918,859				\$366,886				\$3,285,745	Life Cycle Renovation; Sitework; Roof; Kitchen; Systems
Merrick-Moore					\$6,526,148						\$6,526,148	New Constr.; Life Cycle Renovation; Finishes; Kitchen; Systems
Morehead	\$64,700	\$80,088			\$1,460,286						\$1,605,074	Life Cycle Renovation; Sitework; Roof; Finishes; Kitchen; Systems
Oak Grove		\$5,028,323									\$5,028,323	Life Cycle Renovation; Asphalt Rehab; Roof; Systems
Parkwood				\$1,652,099			\$91,840				\$1,743,939	Life Cycle Renovation; Finishes; Systems
Pearson	\$143,980					\$1,061,615					\$1,205,595	Roof; Finishes; Kitchen; Systems
Pearsontown			\$11,228,474								\$11,228,474	Life Cycle Renovation; Asphalt Rehab; Sitework; Finishes; Kitchen; HVAC; Systems
Powe		\$5,119,429			\$456,000						\$5,575,429	Life Cycle Renovation; Sitework; Roof; Finishes; HVAC; Kitchen; Systems
Sandy Ridge				\$420,925							\$420,925	Finishes; Systems
Smith			\$118,800					\$264,588			\$383,388	Finishes; Systems
Southwest		\$4,479,295	\$2,411,928								\$6,891,223	Life Cycle Renovation; Roof; Finishes; HVAC; Kitchen; Systems

ELEMENTARY SCHOOLS

Facility		LRFP Recommendations										LRFP Total (Thru 2022-23)	Project Scope Description (2013 LRFP)
		2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25		
	Spaulding				\$2,451,970							\$2,451,970	Roof; Finishes; Central Plant; Kitchen; Systems
	Spring Valley			\$397,689								\$397,689	Finishes; Systems
	Watts	\$1,273,517	\$3,820,550									\$5,094,066	Life Cycle Renovation; Sitework; Roof; Systems
	New Elementary "C"	\$16,340,000	\$4,085,000									\$20,425,000	New Construction (Design in 2007 Bond \$1,207,680)
	New Elementary "F"					\$1,360,000	\$19,058,438	\$4,992,813				\$25,411,250	New Construction (site acquired 2007 Bond)
	New ES at Lowes Grove									\$5,671,875	\$8,507,813	\$14,179,688	New Construction (site acquired 2007 Bond)
	751 Development			\$860,539	\$5,295,625	\$7,082,898						\$13,239,063	New Construction (donated site)
SUBTOTALS		\$32,871,545	\$37,614,764	\$39,242,045	\$22,397,556	\$16,885,332	\$20,490,746	\$13,751,350	\$0	\$6,233,463	\$10,839,495	\$200,326,295	
MIDDLE SCHOOLS	Brogden				\$3,283,815	\$7,662,235						\$10,946,050	New Constr.; Life Cycle Renov.; Asphalt Rehab; Sitework; Finishes; HVAC; Kitchen; Systems
	Carrington	\$2,080,985										\$2,080,985	Life Cycle Renovation; Sitework; Finishes; Kitchen; Systems
	Creekside		\$975,000	\$6,750,000	\$7,275,000							\$15,000,000	New Construction (Elementary School Site)
	Githens	\$3,642,534		\$4,044,030				\$309,214				\$7,995,778	New Constr.; Life Cycle Renov.; Sitework; Finishes; HVAC; Kitchen; Systems
	Lakewood Montessori				\$527,330							\$527,330	Sitework; Finishes; HVAC; Systems
	Lowe's Grove				\$4,652,213			\$1,071,451				\$5,723,664	New Constr.; Sitework; Finishes; HVAC; Kitchen; Systems
	Lucas				\$620,683							\$620,683	Finishes; Systems
	Neal					\$1,699,060						\$1,699,060	Asphalt Rehab; Sitework; Finishes; Systems
	Rogers-Herr	\$1,145,044			\$182,855							\$1,327,899	New Constr.; Sitework; Finishes; Kitchen; Systems
	Shepard	\$82,620	\$728,000		\$4,541,318							\$5,351,938	Life Cycle Renovation; Sitework; Roof; Finishes; Kitchen; Systems
SUBTOTALS		\$6,951,183	\$1,703,000	\$10,794,030	\$21,083,213	\$9,361,295	\$0	\$1,380,665	\$0	\$0	\$0	\$51,273,385	
HIGH SCHOOLS	City of Medicine Academy			\$279,273	\$85,090							\$364,363	Sitework; Finishes; Systems
	Durham PLC @ Holton CRC			\$814,399						\$1,203,682		\$2,018,081	Finishes; HVAC; Systems
	Durham School of Arts			\$2,288,566	\$8,802,176	\$14,083,481	\$7,041,741	\$2,992,740				\$35,208,703	New Constr.; Life Cycle Renov.; Sitework; Finishes; HVAC; Kitchen; Systems
	Early College	\$31,191										\$31,191	Systems
	Hillside (incl. New Tech)			\$5,452,630	\$10,126,313							\$15,578,943	Life Cycle Renovation; Asphalt Rehab.; Sitework; Roof; Kitchen; Systems
	Jordan	\$1,058,458	\$5,699,388	\$9,526,120								\$16,283,965	Life Cycle Renov.; Asphalt Rehab.; Sitework; Roof; Finishes; Kitchen; Systems
	Lakeview School			\$1,918,410								\$1,918,410	Life Cycle Renovation; Sitework; Finishes; HVAC; Systems
	Middle College			\$87,000								\$87,000	Systems
	Northern	\$3,315,000	\$16,320,000	\$21,420,000	\$7,650,000	\$2,295,000						\$51,000,000	New Constr. (bldg replacement); Life Cycle Renov. (4-years of use pending new building)

Facility		LRFP Recommendations										LRFP Total (Thru 2022-23)	Project Scope Description (2013 LRFP)
		2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25		
	Riverside			\$6,762,866	\$10,144,298				\$673,171			\$17,580,335	Life Cycle Ren.; Asphalt Rehab.; Sitework; Roof; Finishes; HVAC; Central Plant; Kitch.;
	School for Creative Studies			\$2,101,309					\$1,794,212			\$3,895,521	New Constr.; Sitework; Finishes; HVAC; Kitchen; Systems
	Southern		\$1,427,845	\$5,879,360	\$9,298,667	\$192,300			\$675,920			\$17,474,093	Life Cycle Ren.; Asphalt Rehab.; Sitework; Roof; Finishes; HVAC; Central Plant; Kitch.;
	New High School "A"											\$0	Land acquired and project design through DD in 2007 Bond 800 student facility (1,400 core).
	New High School "B"											\$0	Land acquisition; need beyond CIP range per capacity/enrollment projections
SUBTOTALS		\$4,404,649	\$23,447,232	\$56,529,932	\$46,106,544	\$16,570,781	\$7,041,741	\$2,992,740	\$3,143,303	\$0	\$1,203,682	\$161,440,603	
OTHERS	Bacon Street Center				\$520,507	\$2,949,537						\$3,470,044	Life Cycle Ren.; Finishes; HVAC; Kitch.; Syst.
	Fuller Building			\$342,239	\$2,138,992	\$1,796,753						\$4,277,984	Life Cycle Ren.; Roof; Finishes; HVAC; Systems.
	Hamlin Road Central Svcs		\$1,138,975		\$1,392,080							\$2,531,055	Life Cycle Ren.; Asphalt Rehab.; Sitework; Roof; Finishes; Systems
	Hamlin Road Operations				\$555,310	\$4,072,274						\$4,627,584	New Constr.; Life Cycle Ren.; Systems
	Pearson Central Services	\$685,033	\$3,755,730						\$126,123			\$4,566,886	Life Cycle Renov.; Roof; Finishes; HVAC; Kitchen; Systems
	Staff Development Center					\$729,905	\$892,107					\$1,622,012	Life Cycle Ren.; Roof; Finishes; HVAC; Systems
	Whitted Project											\$0	Funded Separately; timing within CIP range
SUBTOTALS		\$685,033	\$4,894,705	\$342,239	\$4,606,889	\$9,548,470	\$892,107	\$126,123	\$0	\$0	\$0	\$21,095,565	
GRAND TOTALS		\$44,912,410	\$67,659,702	\$106,908,245	\$94,194,202	\$52,365,878	\$28,424,593	\$18,250,877	\$3,143,303	\$6,233,463	\$12,043,177	\$434,135,849	

Summary Project Description	
New Construction	New facility or addition to existing (incl. canopies)
Life Cycle Renovation	20-Year renovation of building systems & finishes
Asphalt Rehab	Repair and overlay
Sitework	Playgrounds, fields, drainage, landscaping
Roof	Roof replacement - all or sections
Finishes	Painting, floor, and/or ceiling replacement, abatement
HVAC	Heating, ventilating, cooling system replacement
Central Plant	Chiller, Boiler, and/or Cooling Tower; associated pumps
Kitchen	Cooler/Freezer combination and/or hood
Systems	Fire Alarm, Security, Intercom, and/or Data
Miscellaneous	Upgrade or replace for code compliance (ADA)