

JOB ORDER CONTRACTS AND SERVICE AGREEMENTS **INSTRUCTIONS TO BIDDERS**

1. **FORM OF CONTRACT** – A Master Job Order Contract will be established for installation and repair maintenance work at various facilities for WCPSS.

2. **DEFINITIONS FOR THE BID FORM**

Hourly Rate



Comprised of the contractor's total hourly labor cost inclusive of miscellaneous tools and equipment, vehicle costs, mileage, overhead and profit, insurance, and miscellaneous materials and tools used in the normal installation and repair such as but not limited to: rags and all other expendable items, torch fees, vacuum pumps, pipe benders, small refrigerant reclaim units etc. Items that may be charged over and above hourly rates are parts that are replaced or installed. The Master Job Order Contract rate will be the determining factor(s) in ranking proposals.

Overtime Rate

This rate shall include all factors included on hourly rate on an overtime basis.

Subcontractor rate

The contractor's net profit on subcontracted work shall be no greater than cost plus 5%. All subcontracted work must be approved by the Owner.

Material Overhead & Profit Description

The contractor's net profit shall be no greater than cost plus 10% charged to materials required to complete assigned projects. The contractor must be able to provide documentation showing the cost of materials per the request of WCPSS for any given job. Costs for specialized tools or equipment required to complete an assigned project will be listed and subject to review by the Owner.

Rental Equipment

The contractor's net profit on rental equipment shall be no greater than cost plus 5%. This equipment is considered to be large specialty equipment that the contractor is not expected to have on hand, such as but not limited to: boom trucks, large refrigerant reclaim units, cranes, etc. The contractor must be able to provide documentation showing the cost of the rental equipment at the request of WCPSS for any given job. Costs for rental equipment required to complete an assigned project will be listed and subject to review by the Owner.

Multiple Contracts

It is possible for WCPSS to award Master Job Order Contracts or Service Agreements to multiple bidders (if the amount of anticipated work warrants it) based on the following criteria:

- Quoted rates.
- The Bidder's ability to perform the work in a timely and quality manner.
- Location and availability of services and personnel.

3. **CONTRACTOR'S LICENSES** – All pertinent state and local licenses will be required.
4. **BUILDING PERMITS** – Will be the responsibility of the successful contractor (if required).
5. **WORK PROCESS** – The contractor is required to notify M&O (Maintenance and Operations) that they are on site as well as sign in at the office. The contractor must sign in and out at the

INSTRUCTION TO BIDDERS

Page 2 of 4

office every time they enter or leave the campus. If the work can not be completed for any reason, the contractor is required to provide an update to M&O. Once the work is complete, the contractor must let the office know that the work is complete and have someone in the office sign the WCPSS work order (if the office is open) as well as notifying M&O. Once the work is complete, the contractor must also ~~send~~ the WCPSS work order or the Work Order with the Service ticket to the WCPSS requestor with the following information: signature from site office personnel (if office is open), description of repairs and the date the work was completed.

6. **COMPENSATION** –The Contractor shall be compensated, if at all, according to the rate and price schedule identified as Exhibit A (Form of Proposal) to the Contract, and the applicable Work Order. Exhibit A shall specify the hourly rate schedule for any services that may be utilized under this Contract. The Work Order shall specify the services required for the individual project. The Contractor shall be compensated for work performed pursuant to a Work Order in the amount of either (1) the actual value of the services authorized by the Work Order and performed by the Contractor at the rate specified in the Exhibit A (Form of Proposal) or (2) the maximum compensation authorized by the Work Order authorizing the work, whichever is lower, unless the parties have agreed in writing in advance of the Contractor's performance of the work to some alternative compensation. The execution of the Master Job Order Contract or Service Agreement does not guarantee the Contractor any work. The Contractor shall not be compensated for any work or services performed without specific authorization in a Work Order. The contractor net profit on subcontractors' rates shall be no greater than cost plus 5%. The contractor net profit on materials overhead and profit shall be cost plus 10% charged to materials required to complete assigned projects. The contractor must be able to provide documentation showing the cost of materials per the request of WCPSS for any given job. Costs for specialized tools or equipment required to complete an assigned project will be listed and subject to review by the Owner.

7. **MINIMUM INSURANCE REQUIREMENTS**

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

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

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

	Occurrence:
General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

- C. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000.
- D. If the Project includes any environmental abatement or remediation work (e.g. asbestos, lead paint, or UST), the Contractor shall obtain and maintain in effect during the term of this Agreement, policies for pollution liability covering this work,

INSTRUCTION TO BIDDERS

Page 3 of 4

which policies shall protect the Owner and Contractor from claims in an amount not less than \$1,000,000 for each occurrence.

- E. If Project included architectural and/or engineering services, the Contractor shall obtain in effect during the term of this Agreement and seven (7) years after completion, policies for professional liability (errors & omission) covering this work shall be in the amount of \$1,000,000 on contracts of \$1,000,000 or less and \$2,000,000 for contracts greater than \$1,000,000.
 - F. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work, including the corresponding Additional Insured Endorsement. These Certificates shall contain an endorsement naming **Wake County Board of Education** is an additional named insured on general liability coverage **and a copy of agents transmittal requesting to insurance company that coverage afforded under all insurance policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner**, and
 - G. The successful service provider agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the bidder's employees.
- 4. **SAFETY** – Contractor shall be familiar, and in complete compliance, with the following:
 - a. All State and Federal OSHA requirements and regulations.
 - b. All Wake County Board of Education policies pertinent to the contract.
 - 5. **SECURITY** - All contractors and their respective sub-contractors will be required to wear an identification badge supplied by the contracting company which contains the name of the employing company, a photo of the employee, and the name of the employee. These badges will be required to be worn in plain view by the employee at all times while on school property. Additionally, all contractors and their respective sub-contractors will be required to sign in and sign out on the visitor's log each day at the school at which they are performing services and wear a school supplied visitor's pass which will indicate to staff that they have met these requirements.
 - 6. **EXAMINATION OF CONDITIONS**
 - a. On a per project basis, the contractor shall examine the site. They shall familiarize themselves with the site conditions and with the specifications. They shall investigate such local conditions as rules and regulations, availability and cost of labor, etc. which may affect the performance of the contract. No allowances will be made for their failure to do so. No consideration will be given at a later time for alleged misunderstanding as to requirements of work, materials to be furnished, or conditions required by nature of the site. Examination of the site shall be scheduled with the owner's project representative.
 - b. Items incorrect or obviously omitted from the specifications by oversight or error shall be called to the attention of the Owner's representative prior to beginning the work.
 - 7. **QUALIFICATIONS** Bidders must have a successful record of experience in the type of work specified.
 - 8. **PAYMENT TO THE CONTRACTOR** Per project payment will be made within forty five (45) days after the work has been successfully completed and every provision of the specifications has been complied with to the Owner's satisfaction, evidence that all accounts are paid in full and three copies of the warranties and guarantees (if required) have been submitted to Owner.



INSTRUCTION TO BIDDERS

Page 4 of 4

9. **FINAL CLEANING**

a. The contractor shall at all times keep the premises free from accumulation of waste materials and debris. At the end of each day, or more often if necessary, the contractor shall perform an overall cleanup of the project, including broom cleaning, raking, vacuuming or mopping and dusting of appropriate surfaces. The contractor shall perform a final cleanup of the project, including, but not limited to, broom cleaning, raking, vacuuming or mopping and dusting and polishing of appropriate surfaces. Final cleaning shall leave the project in a clean, neat condition. The contractor shall perform the cleaning services to the Owner's satisfaction prior to payment.

b. The Contractor shall be responsible for removing all the construction debris from the premises and disposing of the same. It is the responsibility of the Contractor to properly dispose of Hazardous Waste (e.g. batteries, fluorescent lights, pesticides, thermostats containing mercury, etc.) as it is encountered and generated as a result of the execution of this contract. The Contractor is to properly document the disposal with a waste manifest sent to the defined state or federal agency and the building owner representative (EHAS) and in compliance with all authorities (federal, state and local) having jurisdiction.

c. Restore any grassy areas and replace any sidewalks or pavement damaged during construction. (This is not reimbursable.)

10. **THE BIDDER**, hereby declares that the only person interested in the proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that they have examined the proposed contract document and that they will comply with all of its terms and conditions.

11. **THE WAKE COUNTY BOARD OF EDUCATION** reserves the right to reject any or all bids and to waive any informality or technicalities in the award of these bids.

12. **TAXES** – Taxes shall be included in the quoted price. They cannot be added or listed separately.

**PROHIBITED CONDUCT
ON SCHOOL PROPERTY AND AT SCHOOL EVENTS**

Regulation of Conduct

In an effort to promote safe schools, good character, and a safe working environment, and to reduce the opportunities for disruption of or interference with school operations and school-related activities, while preserving school property for its intended purposes and promoting the basic educational mission of the schools, the following conduct shall be prohibited at all times on school property and at all school-related events:

1. Profane, lewd, obscene or offensive conduct, including the use of profane, lewd, obscene or offensive language.
2. Conduct that creates a material and substantial disruption of school activity or appropriate discipline in the operation of the school or the rights of students.
3. Rude or riotous noise or conduct.
4. Disorderly or assaultive conduct.
5. Defacing public property.
6. Commission of any nuisance.
7. Threatening the health or safety of others.
8. Any other conduct that violates any applicable laws or policies of this Board.

Staff or any other individuals who engage in such conduct are subject to immediate expulsion from school property or from a school-related activity. Where appropriate, individuals engaging in such conduct may be subject to arrest and prosecution.

The school principal or other appropriate personnel shall have the authority to take other reasonable measures to implement this policy, including invoking state trespassing laws.

For purposes of this policy statement, "School Property" shall include school system parking lots, auditoriums, gymnasiums, athletic fields, buildings, school buses, and all lands surrounding such places that are school property.

Use of school property for school events is expressly reserved to benefit the character and education of our students. During these times school property is deemed to be a nonpublic forum.

Legal Reference: G.S. 115C-47(18)

Adopted: August 17, 1998 (3012)

Adopted: September 27, 1999 (4012/2212)

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2302

WEAPONS PROHIBITED ON SCHOOL PROPERTY

2302

It is the policy of the Wake County Board of Education that all schools and places of employment within the Wake County Public School System shall be free of all unauthorized weapons. No employee or other person shall carry, or encourage another person to carry, whether openly or concealed, an unauthorized weapon as defined below, onto school property at any time.

2302.1 **Weapon** is defined as any gun, rifle, pistol, or other firearm of any kind, or any dynamite cartridge, bomb, grenade, mine, or powerful explosive as defined in G.S. 14-284.1, any BB gun, stun gun, air rifle, air pistol, bowie knife, dirk, dagger, slingshot, leaded cane, switchblade knife (a knife containing a blade that opens automatically by the release of a spring or a similar contrivance), blackjack, metallic knuckles, razors and razor blades (except solely for personal shaving), and any sharp-pointed or edged instrument except instructional supplies, unaltered nail files and clips and tools used solely for preparation of food, instruction, and maintenance, on school property.

2302.2 **School property** is defined as any public or private school building or bus, public or private school campus, grounds, recreational area, athletic field, or other property owned, used, or operated by the Wake County Board of Education.

2302.3 This policy shall not apply to:

- (a) A weapon used solely for educational or school-sanctioned ceremonial purposes, or used in a school-approved program conducted under the supervision of an adult whose supervision has been approved by the school authority;
- (b) Firefighters, emergency service personnel, North Carolina Forest Service personnel, and any private police employed by Wake County Board of Education when acting in the discharge of their official duties, law enforcement officers, or any of those persons specifically exempted by G.S. 14-269 (b).

2302.4 Any employee who is aware that an unauthorized weapon has been carried onto school property must immediately notify the school principal or superintendent.

2302.5 Violation of this policy may subject the employee to dismissal.

2302.6 The principal shall immediately report violations of this policy to law enforcement.

Legal Reference: G.S. 14-269; G.S. 14-269.2

Adopted: August 17, 1998

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All school system employees hold positions of public trust; they are responsible for the education of students and also serve as examples and role models to students. Each employee is responsible for both the integrity and the consequences of his or her own actions. The highest standards of honesty, integrity, and fairness must be exhibited by each employee when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, students, parents, the public, and other employees. Employee conduct should be such as to protect both the person's integrity and/or reputation and that of the school system. An unswerving commitment to honorable behavior by each and every employee is expected. Integrity can accommodate the inadvertent error and the honest difference of opinion; it cannot accommodate deceit or subordination of principle.

Employees shall perform their jobs in a competent and ethical manner without violating either the public trust or applicable law, policies, and regulations. It is not practical or possible to enumerate all of the situations that might fall under the guidelines of this policy. In addition to other policies, regulations, and approved practices that have been established covering specific areas of activity, (such as purchasing), the absence of a law, policy, or regulation covering a particular situation does not relieve an employee from the responsibility to exercise the highest ethical standards at all times.

Failure to comply with this policy will result in disciplinary action up to and including dismissal.

The superintendent has developed in Regulations and Procedures (R&P 2305/3005/4005) guidelines which address the specifics related to this policy.

Legal Reference: G.S. 14-234 to 14-236, G.S. 115C-47(18), and
G.S. 15C-308

Adopted: November 21, 1988

Revised: August 17, 1998

**DRUG AND ALCOHOL TESTING OF
COMMERCIAL MOTOR VEHICLE OPERATORS**

The purpose of this policy is to help ensure safe operation of school vehicles and to comply with federal law and regulations by establishing a comprehensive program of drug and alcohol testing for school bus drivers and all other commercial motor vehicle operators who volunteer or are employed by the board of education.

2306.1 **Applicability:** Persons subject to this policy include any employee, volunteer, or independent contractor who operates a commercial motor vehicle in the course of duties for the board of education, including anyone who regularly or intermittently drives a school bus, activity bus, or other vehicle designed to transport sixteen or more people, including the driver.

2306.2 **Prohibited Acts:** Commercial motor vehicle operators, either volunteers or those employed by the board, shall not be impaired by alcohol or by prescription or nonprescription drugs while on duty or while operating any motor vehicle. For the purposes of this policy, a driver will be considered impaired by alcohol in all cases when testing reveals a blood alcohol content of .02 or higher. Further, no driver will be permitted to perform safety sensitive functions if evidence exists of alcohol consumption. In addition, commercial motor vehicle operators, and anyone who supervises commercial motor vehicle operators, shall not commit any act prohibited by Controlled Substance and Alcohol Use Testing (49 C.F.R. part 382), by this policy and its regulations, or by board policy 2307/3007/4007.

2306.3 **Testing:** The administration shall carry out pre-employment testing for drugs, and post-accident, random, reasonable suspicion, return-to-duty and follow-up testing for drugs and alcohol as required by 49 C.F.R. part 382. School bus drivers and others employed by the board for the primary purpose of operating a commercial motor vehicle shall undergo pre-employment testing. Employees whose duties include occasional driving will not be subject to pre-employment testing but must undergo all other testing required by 49 C.F.R. part 382. Volunteer drivers who are not employees will be initially tested prior to operating a school or activity bus and tested on a random basis thereafter. Refusal of any test required pursuant to this policy or 49 C.F.R. part 382 shall be cause for dismissal.

2306.4 **Preemployment Inquiry:** All applicants who would be subject to this policy if employed shall consent in writing to the release of any information gathered pursuant to 49 C.F.R. part 382 by any of the applicant's previous employers.

Before employing any applicant covered by this policy or part 382, the administration shall obtain, pursuant to written consent, all records maintained by the applicant's previous employer of prohibited acts by the applicant that have taken place in the two years prior to the inquiry date.

2306.5 **Training and Education:** Each commercial motor vehicle operator and supervisory employee, including principals and assistant principals, shall be provided with educational materials that inform the employees of drug testing procedures, prohibited acts, consequences, and other aspects of 49 C.F.R. part 382, this policy, and any attached regulations. The information also shall identify a school system employee who will be responsible for providing information on substance abuse. Each employee shall sign a statement certifying receipt of these materials.

Each supervisor responsible for overseeing the performance of commercial motor vehicle operators, including principals and assistant principals, shall undergo at least one hour of training concerning alcohol misuse and an additional hour of training concerning drug abuse.

2306.6 **Referrals:** Each motor vehicle operator who violates acts prohibited by 49

C.F.R. part 382, other than provisions governing pre-employment testing, shall be provided with information concerning resources available for evaluating and resolving drug or alcohol misuse. This information shall include names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

2306.7 **Procedures:** The superintendent shall implement appropriate regulations and procedures to ensure compliance with the collection and testing procedures outlined in the Federal Highway Administration's "Procedures for Transportation Workplace Drug Testing Programs" (49 C.F.R. part 40), and to ensure compliance with testing, reporting, record retention, training, confidentiality, and other requirements of 49 C.F.R. part 382.

2306.8 **Penalties:** Employees who violate this policy or applicable laws or regulations will be disciplined and may be dismissed.

Non-employees who refuse to be tested or who test positive will be prohibited from driving students in the future.

Legal Reference: 49 U.S.C. App. 2717; 49 C.F.R. parts 40 and 382; and *American Trucking Association, Inc. v. FHWA*, 51 F.3d. 405 (4th Cir. 1995).

Adopted: February 27, 1995

Revised: August 17, 1998

Renumbered (4006): September 27, 1999

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It is the policy of the Wake County Board of Education that a drug-free workplace shall be maintained. This policy shall govern each employee while on any property owned by the board, at any time during which an individual employee is acting within the course and scope of his/her employment with the board, or at any other time that the employee's violation of this policy has a direct and adverse affect upon the performance of his/her job. For the purposes of this policy "employee" shall include independent contractors and volunteers.

2307.1 The board prohibits the unlawful manufacture, transmission, conspiring to transmit, possession, use, or being under the influence of any alcoholic or other intoxicating beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroids, counterfeit drugs, other intoxicants of any kind, or other controlled substance as defined in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and further defined by regulation at 21 CFR 1300.11 through 1300.15. In addition, no employee shall exude the odor of any alcoholic beverage or controlled substance while acting within the course and scope of his/her employment. The board prohibits the possession, use, transmission, or conspiring to transmit drug paraphernalia.

2307.2 No employee shall be impaired by the excessive use of prescription or nonprescription drugs in the workplace. The proper use of a drug authorized by valid medical prescription from a legally authorized health care provider shall not be considered a violation of this policy when the drug is taken by the person for whom the drug was prescribed. Any employee with prior knowledge that the use of a prescribed medication under a doctor's direction or an over-the-counter medication could alter the employees' ability to perform the duties and responsibilities of his/her position must notify the appropriate supervisory person. An employee is responsible for finding out from a health care professional the effects of any prescribed drug being taken. Failure to obtain such information will not preclude disciplinary action under this policy.

2307.3 If, in the opinion of the employee's supervisor, an employee's action and/or behavior are considered unsafe as a result of the proper use of medication, the employee may be sent home. A conference shall be conducted with the employee prior to the employee's resuming his/her duties. Prior to the employee's returning to work, the employee must provide written assurance that:

- A. The medication's use has been terminated; or
- B. The medication has been adjusted/modified to avoid impairment.

2307.4 Each employee shall be given a copy of this policy and shall be responsible for knowing and adhering to the requirements of this policy.

2307.5 Any employee having reasonable grounds to believe that another employee is using or in possession of any illegal drug, or is under the influence of or in possession of alcohol while in the workplace shall immediately report the facts and circumstances to a supervisor/principal. Any employee who has been convicted of violating any criminal drug statute for activities occurring in the workplace shall notify his/her supervisor within five (5) days of such conviction.

2307.6 Violation of this policy shall subject an individual to disciplinary actions up to and including termination of employment and referral for criminal prosecution

2307.7 Employees shall be provided information concerning available counseling, rehabilitation, and re-entry programs.

2307.8 The board has a strong commitment to assist any employee who voluntarily asks for help. It is the employee's responsibility to seek help for drug and alcohol problems

before they must be addressed at the workplace or otherwise become apparent as unsatisfactory job performance and/or work habits. Such action on the part of the employee shall be viewed as responsible and shall be supported by the board and the supervisor to the extent that this is consistent with protecting the safety and welfare of students, staff, and the public.

2307.9 When there are reasonable grounds to believe that an employee is in violation of the board's Drug-Free Workplace Environment Policy, the superintendent may require that the employee submit to a medical examination, including a drug or alcohol assessment. The drug or alcohol assessment will be conducted to determine whether the employee has been under the influence of illegal drugs, under the influence of alcohol while on duty, or impaired by the use of prescription or nonprescription drugs while on duty. If the drug or alcohol assessment is positive and there is no legitimate medical explanation for the results, the employee may be subject to disciplinary action, including termination of employment. Any drug testing shall conform with the state procedures on administering controlled substance examinations.

Any employee who refuses a drug or alcohol screening test may be terminated. An independent contractor or volunteer who refuses a drug or alcohol screening test may be removed from further duties with the school district.

The superintendent may devise procedures to implement this policy.

Legal Reference: 20 U.S.C. 3171-3232; Drug Free Workplace Act of 1988, 41 U.S.C. § 701, et seq.; 21 U.S.C. § 812

Adopted: June 19, 1989

Revised: June 18, 1990

Revised: April 20, 1992

Revised: June 15, 1992

Revised: November 20, 1995

Revised: August 17, 1998

Revised: September 27, 1999

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The Board of Education believes employees and students of the Wake County Public School System have a right to work and study in a tobacco-free environment. The Board recognizes that the use of tobacco products is a health, safety, and environmental hazard for students, employees, visitors, and school facilities. In addition, the Board recognizes that it has an obligation to promote a healthy learning and working environment, free from unwanted smoke, for the students, employees, and visitors of the school system.

- 2308.1 The use or display of any tobacco product by any person in school buildings, school facilities or school vehicles; on school campuses; and
- 3008.1 in or on any other school property owned, operated or contracted for by the school system is prohibited except as provided in this policy. This
- 4008.1 prohibition also applies to the use or display of tobacco products by any person at any other location during a school sponsored event when in the presence of students or school personnel.
- 2308.2 The exceptions to this policy are as follows:
 - 3008.2 A. The display of tobacco products does not extend to display that has a legitimate instructional or pedagogical purpose and is approved by a teacher or school administrator, and
 - 4008.2 B. A principal may permit tobacco products to be included in instructional or research activities in the school building if the activity is conducted or supervised by the faculty member overseeing the instruction or research and the activity does not involve smoking, chewing, or otherwise ingesting the tobacco product.
- 2308.3 School personnel, students and parents will be provided notice of this policy through personnel or student handbooks, or in any other manner
- 3008.3 deemed appropriate by the principal or supervisor. In addition,
- 4008.3 principals or other persons in charge of a facility will ensure that signs are posted in a manner and locations that adequately notify staff, students, parents and the public of this policy.
- 2308.4
- 3008.4 Principals and supervisors are responsible for enforcing and ensuring that school personnel comply with this policy. An employee's failure to
- 4008.4 comply with this policy, whether by enforcement or otherwise, shall be grounds for disciplinary action up to and including dismissal.
- 2308.5 For the purposes of this policy "display" is defined as having any tobacco product in a location or position that is visible to students or

- 3008.5 school personnel. "Tobacco product" is defined to include cigarettes, cigars, pipes, chewing tobacco, snuff, and any other items containing or
- 4008.5 reasonably resembling tobacco or tobacco products. "Tobacco use" includes smoking, chewing, dipping, or any other use of tobacco products.

Legal Reference: G.S. 115C-36; G.S. 115C-47; G.S. 143-595 through -601; 20 USC §§ 7181-7184; G.S. 115C-391; G.S. 115C-407, and Craig O. v. Buncombe County Board of Education 80 NC App. 683

Adopted: March 19, 1990

Revised: September 21, 1992

Revised: November 16, 1992

Revised: August 17, 1998

Revised: May 30, 2001

Revised: June 3, 2003 (cross reference Policy 6410.10)

Revised: September 18, 2007 (cross reference Policy 6410.10)

2321

CONDUCT OF EMPLOYEES TOWARD STUDENTS

2321

All employees of the Wake County Board of Education, student teachers, and contractors hired to perform instructional or professional services, are prohibited from dating, courting, or entering into a romantic or sexual relationship with any student enrolled in the Wake County Public School System, regardless of the student's age. Employees engaging in such inappropriate conduct will be subject to disciplinary action, up to and including dismissal.

Any employee who has reason to believe that another employee is inappropriately involved with a student, as described above, shall report this information to the assistant superintendent of human resources – employee relations. An employee who fails to inform the assistant superintendent of human resources – employee relations of a reported or suspected inappropriate relationship between an employee and a student may be subject to disciplinary action.

2321.1 "Employees" as defined in this policy does not include part-time employees who are also current students of the school system.

Legal Reference: Title IX of the Education Amendments of 1972; G.S. 115C-47(18); G.S. 14-202.4; and G.S. 14-27.7.

Adopted: December 21, 1992

Revised: August 17, 1998

Revised: September 27, 1999

Revised: May 21, 2002

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It is the goal of the Board of Education to provide a safe environment for all students and staff of the district. Accordingly, no registered sex offender may be in school buildings, in school facilities, on school campuses, in or on any other school property owned, leased, or maintained by the district, or in attendance at a school-sponsored event except as provided in this policy.

A. Notification to Principals

All principals must sign-up with the Sex Offender and Public Protection Registry to receive email notifications when a registered sex offender moves within a one-mile radius of their school. Principals shall notify the Superintendent or designee any time he or she receives such a notification. Also, principals shall notify the Superintendent or designee any time they become aware that a parent or guardian of a student or a student at the principal's school is a registered sex offender.

B. Parents/Guardians of Students

A registered sex offender who is the parent or guardian of a student in the district may only be present in school buildings, in school facilities, on school campuses, in or on any other school property owned, leased, or maintained by the district, or in attendance at a school-sponsored event with the prior written permission from the Superintendent or designee. A copy of such written permission also shall be provided to the school principal.

1. If permission is granted by the Superintendent, the parent or guardian may be on school property only for one of the following purposes:
 - a. to attend a conference at the school with school personnel to discuss the academic or social progress of the parent/guardian's child; or
 - b. when the parent/guardian's presence has been requested by the principal or his/her designee for any other reason relating to the welfare or transportation of the parent/guardian's child.
2. In addition, if permission is granted, the following conditions must be met:
 - a. the parent/guardian must notify the principal of the nature of the visit and the hours when the visit will occur before he/she enters school system property;
 - b. the parent/guardian must notify the principal's office upon arrival to and departure from the school system property; and
 - c. the parent/guardian must remain under the direct supervision of school personnel at all times while on school system property.
 - d. If no school personnel are reasonably available to supervise the parent/guardian on a particular occasion, then the parent/guardian will not be permitted on school property at that time even for one of the permitted purposes.

C. Students

Except as may be limited by state and federal laws governing the education of children with disabilities, the Board, upon the recommendation of the Superintendent/designee and principal, may expel any student who is a registered sex offender based on clear and convincing evidence that the student's continued presence in school constitutes a clear threat to the safety of other students or employees. If the Board chooses not to expel a student who is a registered sex offender and the

student receives educational services on school property, then the student must be under the supervision of school personnel at all times.

D. Voters

Voters who are subject to the Jessica Lunsford Act (G.S. 14-208.18) and are eligible to vote may be present on school property as follows:

1. the voter may be present for the sole purpose of voting if the school property is being used as a voting place;
2. the voter must notify the principal of the school that he or she is registered on the Sex Offender and Public Protection Registry before coming onto school system property to vote;
3. the voter must remain at all times in the portion of the school being used as the polling place; and
4. the voter must leave school grounds immediately after voting.

E. Contractual Personnel

If the district contracts with an outside person or entity to perform a job on a school campus or at a school-sponsored program, the contract must require the provider to conduct annual checks of contract personnel on the State Sex Offender and Public Protection Registry, the State Sexually Violent Predator Registry, and the National Sex Offender Registry, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at the administrative office or loading dock of the school, at non-school sites, at schools closed for renovation, or at school construction sites. The contract with the outside person or entity shall provide that no individual who is on the State Sex Offender and Public Protection Registry, the State Sexually Violent Predator Registry, or the National Sex Offender Registry may be used to deliver goods or services on school system property under the contract. This provision does not apply to individuals who are carrying out duties that are customarily performed by school personnel, such as custodians, bus drivers or substitute teachers. Criminal history checks of individuals in these positions is required by Board policy pursuant to G.S. 115C-332.

Legal References: G.S. 14-208.18; 25A; 115C-332; -332.1

Adopted: February 17, 2009

Revised: August 10, 2010

3225/4312/7320 Technology Responsible Use

The board provides its students and staff access to a variety of technological resources. These resources provide opportunities to enhance learning and improve communication within the school community and with the larger global community. Through the school system's technological resources, users can observe events as they occur around the world, interact with others on a variety of subjects, and acquire access to current and in-depth information.

The board intends that students and employees benefit from these resources while remaining within the bounds of safe, legal, and responsible use. Accordingly, the board establishes this policy to govern student and employee use of school system technological resources. This policy applies regardless of whether such use occurs on or off school system property, and it applies to all school system technological resources, including but not limited to computer networks and connections, the resources, tools, and learning environments made available by or on the networks, and all devices that connect to those networks.

A. EXPECTATIONS FOR USE OF SCHOOL TECHNOLOGICAL RESOURCES

The use of school system technological resources, including access to the Internet, is a privilege, not a right. Individual users of the school system's technological resources are responsible for their behavior and communications when using those resources. Responsible use of school system technological resources is use that is ethical, respectful, academically honest, and supportive of student learning. Each user has the responsibility to respect others in the school community and on the Internet. Users are expected to abide by the generally accepted rules of network etiquette. General student and employee behavior standards, including those prescribed in applicable board policies, the Code of Student Conduct, and other regulations and school rules, apply to use of the Internet and other school technological resources.

In addition, anyone who uses school system computers or electronic devices or who accesses the school network or the Internet using school system resources must comply with the additional rules for responsible use listed in Section B, below. These rules are intended to clarify expectations for conduct but should not be construed as all-inclusive.

Before using the Internet, all students must be trained about appropriate online behavior.

All students and employees must be informed annually of the requirements of this policy and the methods by which they may obtain a copy of this policy. Before using school system technological resources, students and employees must sign a statement indicating that they understand and will strictly comply with these requirements and acknowledging awareness that the school system uses monitoring systems to monitor and detect inappropriate use of technological resources. Failure to adhere to these requirements will result in disciplinary action, including revocation of user privileges. Willful misuse may result in disciplinary action and/or criminal prosecution under applicable state and federal law.

B. RULES FOR USE OF SCHOOL TECHNOLOGICAL RESOURCES

1. School system technological resources are provided for school-related purposes only. Acceptable uses of such technological resources are limited to responsible, efficient, and legal activities that support learning and teaching. Use of school system technological resources for commercial gain or profit is prohibited. Student personal use of school system technological resources for amusement or entertainment is also prohibited. Because some incidental and occasional personal use by employees is inevitable, the board permits infrequent and brief personal use by employees so long as it occurs on personal time, does not interfere with school system business, and is not otherwise prohibited by board policy or procedure.
2. Under no circumstance may software purchased by the school system be copied for personal use.
3. Students and employees must comply with all applicable laws, including those relating to copyrights and trademarks, confidential information, and public records. Any use that violates state or federal law is strictly prohibited. Plagiarism of Internet resources will be treated in the same manner as any other incidents of plagiarism, as stated in the Code of Student Conduct.
4. No user of technological resources, including a person sending or receiving electronic communications, may engage in creating, intentionally viewing, accessing, downloading, storing, printing, or transmitting images, graphics (including still or moving pictures), sound files, text files, documents, messages, or other material that is obscene, defamatory, profane, pornographic, harassing, abusive, or considered to be harmful to minors.
5. The use of anonymous proxies to circumvent content filtering is prohibited.
6. Users may not install or use any Internet-based file sharing program designed to facilitate sharing of copyrighted material.
7. Users of technological resources may not send electronic communications fraudulently (i.e., by misrepresenting the identity of the sender).
8. Users must respect the privacy of others. When using e-mail, chat rooms, blogs, or other forms of electronic communication, students must not reveal personal identifying information or information that is private or confidential, such as the home address or telephone number, credit or checking account information, or social security number of themselves or fellow students. In addition, school employees must not disclose on school system websites or web pages or elsewhere on the Internet any personally identifiable, private, or confidential information concerning students (including names, addresses, or pictures) without the written permission of a parent or guardian or an eligible student, except as otherwise permitted by the Family Educational Rights and Privacy Act (FERPA). Users also may not forward or post personal communications without the author's prior consent.
9. Users may not intentionally or negligently damage computers, computer systems, electronic devices, software, computer networks, or data of any user connected to school system technological resources. Users may not knowingly or negligently transmit computer viruses or self-replicating messages or deliberately try to degrade or disrupt system performance. Users must scan any downloaded files for viruses.
10. Users may not create or introduce games, network communications programs, or any foreign program or software onto any school system computer, electronic device, or network without the express permission of the technology director or designee.
11. Users are prohibited from engaging in unauthorized or unlawful activities, such as "hacking" or using the computer network to gain or attempt to gain unauthorized or unlawful access to other computers, computer systems, or accounts.
12. Users are prohibited from using another individual's ID or password for any technological resource without permission from the individual. Students must also have permission from the teacher or other school official.
13. Users may not read, alter, change, block, execute, or delete files or communications belonging to another user without the owner's express prior permission.
14. Employees shall not use passwords or user IDs for any data system (e.g., the state student information and instructional improvement system applications, time-keeping software, etc.) for an unauthorized or improper purpose.
15. If a user identifies a security problem on a technological resource, he or she must immediately notify a system administrator. Users must not demonstrate the problem to other users. Any user identified as a security risk will be denied access.
16. Teachers shall make reasonable efforts to supervise students' use of the Internet during instructional time.
17. Views may be expressed on the Internet or other technological resources as representing the view of the school system or part of the school system only with prior approval by the superintendent or designee.

C. RESTRICTED MATERIAL ON THE INTERNET

The Internet and electronic communications offer fluid environments in which students may access or be exposed to materials and information from diverse and rapidly changing sources, including some that may be harmful to students. The board recognizes that it is impossible to predict with certainty what information on the Internet students may access or obtain. Nevertheless school system personnel shall take reasonable precautions to prevent students from accessing material and information that is obscene, pornographic, or otherwise harmful to minors, including violence, nudity, or graphic language that does not serve a legitimate pedagogical purpose. The superintendent shall ensure that technology protection measures are used and are disabled or minimized only when permitted by law and board policy. The board is not

responsible for the content accessed by users who connect to the Internet via their personal mobile telephone technology (e.g., 3G, 4G service).

D. PARENTAL CONSENT

The board recognizes that parents of minors are responsible for setting and conveying the standards their children should follow when using media and information sources. Accordingly, before a student may independently access the Internet, the student's parent must be made aware of the possibility that the student could obtain access to inappropriate material while engaged in independent use of the Internet. The parent and student must consent to the student's independent access to the Internet and to monitoring of the student's Internet activity and e-mail communication by school personnel.

In addition, in accordance with the board's goals and visions for technology, students may require accounts in third party systems for school related projects designed to assist students in mastering effective and proper online communications or to meet other educational goals. Parental permission will be obtained when necessary to create and manage such third party accounts.

E. PRIVACY

Students, employees, visitors, and other users have no expectation of privacy in anything they create, store, send, delete, receive, or display when using the school system's network, devices, Internet access, email system, or other technological resources owned or issued by the school system, whether the resources are used at school or elsewhere, and even if the use is for personal purposes. Users should not assume that files or communications created, transmitted, or displayed using school system technological resources or stored on servers or on the storage mediums of individual devices will be private. The school system may, without notice, (1) monitor, track, and/or log network access, communications, and use; (2) monitor and allocate files server space; and (3) access, review, copy, store, delete, or disclose the content of all user files, regardless of medium, the content of electronic mailboxes, and system outputs, such as printouts, for any lawful purpose. Such purposes may include, but are not limited to, maintaining system integrity, security, or functionality, ensuring compliance with board policy and applicable laws and regulations, protecting the school system from liability, and complying with public records requests. School system personnel shall monitor online activities of individuals who access the Internet via a school-owned device.

By using the school system's network, Internet access, email system, devices, or other technological resources, individuals consent to have that use monitored by authorized school system personnel as described in this policy.

F. USE OF PERSONAL TECHNOLOGY ON SCHOOL SYSTEM PROPERTY

Each principal may establish rules for his or her school site as to whether and how personal technology devices (including, but not limited to smart phones, tablets, laptops, etc.) may be used on campus. The school system assumes no responsibility for personal technology devices brought to school.

G. PERSONAL WEBSITES

The superintendent may use any means available to request the removal of personal websites that substantially disrupt the school environment or that utilize school system or individual school names, logos, or trademarks without permission.

1. Students

Though school personnel generally do not monitor students' Internet activity conducted on non-school system devices during non-school hours, when the student's online behavior has a direct and immediate effect on school safety or maintaining order and discipline in the schools, the student may be disciplined in accordance with board policy.

2. Volunteers

Volunteers are to maintain an appropriate relationship with students at all times. Volunteers are encouraged to block students from viewing personal information on volunteer personal websites or online networking profiles in order to prevent the possibility that students could view materials that are not age-appropriate. An individual volunteer's relationship with the school system may be terminated if the volunteer engages in inappropriate online interaction with students.

Legal References: U.S. Const. amend. 1; Children's Internet Protection Act, 47 U.S.C. 254(h)(5); Electronic Communications Privacy Act, 18 U.S.C. 2510-2522; Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; 17 U.S.C. 101 et seq.; 20 U.S.C. 6772; G.S. 115C-325(e) (applicable to career status teachers), 325.4 (applicable to non-career status teachers)

Cross References: Curriculum and Instructional Guides (policy 3115), Technology in the Educational Program (policy 3220), Internet Safety (policy 3226/4205), Copyright Compliance (policy 3230/7330), Web Page Development (policy 3227/7322), Student Behavior Policies (all policies in the 4300 series), Student Records (policy 4700), Confidentiality of Personal Identifying Information (policy 4705/7825), Public Records - Retention, Release, and Disposition (policy 5070/7350), Use of Equipment, Materials, and Supplies (policy 6520), Network Security (policy 6524), Staff Responsibilities (policy 7300), Employee Use of Social Media (policy 7335)

Adopted: July 21, 2015

WAKE COUNTY BOARD OF EDUCATION

Wake County Public School System Insurance Requirements

The Owner must be provided a copy of the certificate(s) of insurance (standard unmodified Acord 25 form), a copy of the endorsement to the general liability policy (or the page of that endorsement) adding the **Owner (Wake County Board of Education 1551 Rock Quarry Rd., Bldg B., Raleigh, NC 27610)** as an additional insured, and a copy of the insurance agent's transmittal to all of the insurance carriers requesting that an endorsement be issued for all policies modifying the cancellation provision to not cancel the policy until at least thirty (30) days prior written notice has been given to the Owner.

The following chart is a summary of the insurance requirements for the various contracts.

	Design Contract	Construction >\$300,000	Construction <\$300,000	Construction <\$100,000
General Liability	A, B, C, D	A, B, C	A, B, C	A, B
Automobile Liability	A, B, C, D	A, B, C	A, B, C	A, B
Umbrella		A, E		
Worker's Compensation	A, C	A, C	A, C	A
Builder's Risk		A, C, D	A, C, D	
Owner's Protective Liability		A, F		
Professional Liability	A, C			

- A. Acord 25 form, or other standard certificate of insurance.
- B. Copy of endorsement with Owner shown as additional insured, or stating that anyone required by contract to be named as additional insured is so named.
- C. Copy of transmittal from agent to carrier requesting change in cancellation language to provide Owner with 10 days written notice, or copy of that language from the policy or endorsement.
- D. Copy of transmittal from agent to carrier requesting endorsement waiving any right of subrogation against the Owner, or copy of the endorsement.
- E. Contract Amount:
less than \$1,000,000, Umbrella Liability Insurance Limit: \$1,000,000;
\$1,000,000-\$2,000,000, Umbrella Liability Insurance Limit: \$2,000,000;
\$2,000,000 and above, Umbrella Liability Insurance Limit: \$3,000,000.
- F. Owner's Protective Liability insurance does not apply to CM at Risk projects.

Note: When endorsements are required, a copy of the single relevant page of a multi-page endorsement is sufficient.

For items C & D, a copy of the transmittal/request from the agent to the carrier is all that is required. We do not need to get a copy of the actual endorsement.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LB

DATE (MM/DD/YYYY)

08/10/2015

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

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

PRODUCER	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				08/16/2015	08/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				08/16/2015	08/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0				08/16/2015	08/16/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N	N/A		08/16/2015	08/16/2015	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater				08/16/2015	08/16/2016	Coverage 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wake County Board of Education is named as additional insured with respects to the General Liability as per CG20 10 07 04. A written contract is required. A 10 day notice of cancellation applies. Officers are excluded from Workers Compensation Coverage.

1. NOTICE OF CANCELLATION TERMS
2. WAKE COUNTY BOARD OF EDUCATION - ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

Wake County Board of Education 5625 Dillard Dr Cary, NC 27518	WAKECO1
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE	

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POLICY NUMBER: 1

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Wake County Board of Education 5625 Dillard Dr Cary NC 27518	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**WAKE COUNTY
PUBLIC SCHOOL SYSTEM**

1551 ROCK QUARRY ROAD
RALEIGH, NORTH CAROLINA 27610

PHONE: 919.664-5767

FAX: 919.856-3714

**WORK REQUEST
PROCESS**

M&O will send the contractor a work order and JOC job transmittal form (JTF). The contractor must enter an estimate for the job and email it to the M&O Requestor. M&O will approve the work by signing the JTF and emailing it back to the contractor. Also depending on estimated project cost, M&O may get multiple bids for project work.

- OR -

M&O may send a signed JTF with an estimated amount already entered on JTF. The contractor will sign the JTF accepting the work and email it back to the M&O Requestor.

If the job exceeds the original estimate, the contractor **must** enter the revised amount on the JTF along with a *short* explanation and email it to the M&O requestor. The M&O requestor will approve the revised amount by signing the JTF and email it back to the contractor. Failure to abide by this can result in the total work exceeding the contract amount which is against WCPSS policy.



As stated in the "Instructions to Bidders" document in the original bid request package:

- The contractor is required to notify M&O (Maintenance and Operations) that they are on site as well as sign in at the office, 919-856-8120..
- The contractor must sign in and out at the office every time they enter or leave the campus. If the work cannot be completed for any reason, the contractor is required to provide an update to M&O.
- Upon completion of the work, the contractor must notify the office that the work is complete and have someone in the office sign the WCPSS work order (if the office is open) as well as notify M&O.
- Upon completion of the work, the contractor must also fax or email the WCPSS work order or the Work Order with the Service ticket to the WCPSS requestor with the following information: signature from site office personnel (if office is open), description of repairs and the date the work was completed.

**MASTER JOB ORDER CONTRACT
 INDIVIDUAL JOB TRANSMITTAL FORM**

Contractor : _____

Work Order # : _____ Release # : _____

Facility : _____ Blanket PO# : _____

The Contractor is authorized to proceed with the work noted on the attached work order. All of the terms of the Master Job Order Contract shall apply to the work performed by the Contractor.

The Contractor shall be compensated for work performed pursuant to this transmittal in the amount of either (1) the actual value of services authorized by the Work Order and performed by the Contractor at the rate specified in the Master Job Order Contract or (2) the maximum compensation authorized by this transmittal and Work Order, whichever is lower, unless the Owner and Contractor have agreed in writing in advance of the Contractor's performance of the work to some alternative compensation. The contractor shall not be compensated for any work or services performed without specific authorization. Work performed pursuant to this transmittal may not exceed \$5,000 unless the Owner receives a written proposal or estimate from the Contractor.

The Owner will make a lump sum payment to the Contractor within 45 days of the Contractor's successful completion of the work, and the Owner's receipt of a properly executed pay application, three copies of the warranties and guarantees, if any and evidence that all accounts have been paid in full.

The cost of this work is not to exceed **\$400.00** without prior written approval by the Owner.

The revised cost of this work is not to exceed _____ (if applicable.)

The Contractor and Owner agree to the terms outlined above.

Contractor Representative : _____	Date : _____	WCPSS Representative : PCALEY	Date : 8/2/17
Telephone Number : _____	Fax # : _____	Telephone Number : 919-533-7817	Fax # : _____

WAKE COUNTY PUBLIC SCHOOL SYSTEM

CONTRACTED SUPPORT SERVICES CRITERIA SHEET

RESPONSE TIME FOR EMERGENCY CALLS IN ALL DISCIPLINES:
TWO HOURS FROM ACCEPTANCE OF CALL.

RESPONSE TIME FOR NORMAL CALLS:

***HVACR* – CALLS ACCEPTED BEFORE 12:00 NOON, RESPONSE SHOULD BE NO LATER THAN 4:00 PM OF THAT DAY. CALLS ACCEPTED AFTER 12:00 NOON, RESPONSE SHOULD BE NO LATER THAN 12:00 NOON OF NEXT WORKING DAY.**

***ELECTRICAL* – CALLS ACCEPTED SHOULD BE RESPONDED TO WITHIN 24 HOURS, OR AS SCHEDULED WITH THE WCPSS REQUESTOR.**

REQUIREMENTS FOR ALL CALLS:

- **QUALIFIED TECHNICIANS MUST BE SENT ON ALL CALLS.**
- **COURTESY CALL TO WCPSS REQUESTOR NOTIFYING HIM/HER OF RETURNING FAXES FOR JOBS ANTICIPATED TO EXCEED THE ESTIMATED COST.**
- **SERVICE PERSONNEL MUST WEAR IDENTIFICATION BADGES WITH THE EMPLOYEE'S PICTURE, SIGN-IN AT SCHOOL OFFICE UPON EACH ARRIVAL TO CAMPUS AND SIGN-OUT WHEN LEAVING CAMPUS.**

- **JOB SITES MUST BE LEFT SAFE AND ORDERLY IF TECHNICIANS IS AWAY FROM JOB. THOROUGH CLEAN-UP AFTER COMPLETION OF WORK. NO EXCEPTIONS.**
- **NO PARKING ON SCHOOL GROUNDS. ALL CONTRACTORS MUST PARK IN PARKING SPACES.**
- **TIMELY NOTIFICATION FOLLOWING COMPLETION OF WORK TO WCPSS REQUESTOR FOR WORK LOG UPDATING:
ALL SERVICE PROVIDERS SHOULD FAX A COPY OF THE WORK ORDER BACK TO THE WCPSS REQUESTOR WITHIN TWO BUSINESS DAYS DETAILING WORK PERFORMANCE. A COPY OF THE TECHNICIAN'S SERVICE REPORT WITH THE WORK ORDER IS PREFERRED.**
- **TIMELY INVOICING FOLLOWING COMPLETION OF WORK:
INVOICES SHOULD BE RECEIVED BY WAKE COUNTY SCHOOLS NO LATER THAN 30 DAYS AFTER COMPLETION OF WORK ORDER.**
- **SERVICE PROVIDERS SHOULD FOLLOW ALL BOARD POLICIES AND GUIDELINES AS LISTED IN CONTRACT PACKAGE.**
- **SERVICE TECHNICIANS SHOULD FOLLOW ALL OSHA RULES AND REGULATIONS WHEN PERFORMING JOB DUTIES.**

Attachment

** SUBMIT ONLY IF AWARDED CONTRACT **

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 (checks can be conducted at no cost at <http://www.nsopw.gov/>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

1.	_____	_____
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)	_____ (signature)
_____ (title)	_____ (date)

CONTRACTOR'S SALES TAX REPORT **N.C. STATE & LOCAL SALES TAXES PAID**

OWNER: Wake County Public School System **PROJECT:** _____

CONTRACTOR: _____ **FOR PERIOD FROM:** _____

ADDRESS: _____ **TO:** _____

VENDOR TAX WAS PAID TO	MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE AMOUNT	TAXABLE AMOUNT	STATE TAX	COUNTY TAX	NAME OF COUNTY
1 Retailer tax was paid to (i.e. Lowes)	Items purchased (i.e. paint/wall board ect.)	Vendor tax was paid to address (i.e. Garner, NC or full address)	Invoice number on the receipt from the vendor tax was paid to	Date the materials were purchased	Total receipt amount from vendor tax was paid to (this is including tax)	Subtotal on receipt for items used on this invoice before tax	Amount of State tax paid on materials used (if NC 4.75%)	Amount of County tax paid on materials used (if Wake 2.5%)	Name of county where items were purchased (i.e. Wake or Durham etc.)
2 Your vendor name (i.e. Wacto)	Items purchased (i.e. paint/wall board ect.)	Your vendor address	The words "Stock or Warehouse"	Approximate date items were purchased	Total dollar amount for the materials used on this invoice	Subtotal dollar amount for materials before tax	Amount of State tax paid on materials used (if NC 4.75%)	Amount of county tax paid at time purchase (if Wake 2.5%)	Name of county where items were purchased (i.e. Wake or Durham etc.)
3 NC Dept. of Revenue	Items purchased (i.e. paint/wall board ect.)	Your vendor address	The words "Stock or Warehouse"	Approximate date items were purchased	Total dollar amount for items purchased and used on this invoice	Subtotal dollar amount for materials before tax	Amount of State tax paid on materials used (if NC 4.75%)	Amount of county tax paid at time purchase (if Wake 2.5%)	Name of county where items were purchased (i.e. Wake or Durham etc.)
4 NC Dept. of Revenue	Tax charged on 10% mark-up	Your vendor address	Your invoice number to WCPSS	Date of your invoice	10 % mark-up amount	10 % mark-up amount	Amount of State tax charged in mark-up (if NC 4.75%)	Amount of county tax charged in mark-up (if Wake 2.5%)	Name of county where items were purchased (i.e. Wake or Durham etc.)
				TOTAL **					

1. **Sample if Vendor Paid Tax to a Retailer (i.e. Lowes, Home Depot ect.)** - Note: If items are purchased outside of NC, please see attached example. In that case the county would be the county materials were used in, which is Wake.
2. **Sample if Vendor Pulled items from Stock or Warehouse**
3. **If Vendor is a Re-Seller and pays tax to NC Department of Revenue (monthly or Quarterly)** – Note: Any vendor that uses the distributor/reseller form must complete and return the Final Vendor Certification of N.C. Tax Submission form at the end of the fiscal year.
4. **Tax Charged on Material Mark-Up** – This would match the amount on the JOB/JOC Invoice spreadsheet.

**Totals must equal JOC/JOB Invoice totals for taxes and materials.

Example 1 (Taxes Paid Directly to Retailer/Supplier)

1. **Vendor tax was paid to:** Retailer/Supplier (i.e. Lowes, Home Depot, other retail or online supplier)
2. **Material Purchased:** Items purchased (i.e. paint/wall board etc.)
3. **Address:** Retailer/Supplier address (full address)
4. **Invoice Number:** Invoice number on the receipt from the vendor tax was paid to
5. **Date:** Date the materials were purchased
6. **Invoice Amount:** Total receipt amount from vendor tax was paid to for items used on this project (this is including tax)
7. **Taxable Amount:** Subtotal on receipt for items used on this project (before tax)
8. **State Tax:** Amount of State tax paid on materials used (if NC 4.75%)
9. **County Tax:** Amount of County tax paid on materials used (if Wake 2.5 %)
10. **Name of County:** Name of county where items were purchased (i.e. Wake or Durham etc.)

VENDOR TAX WAS PAID TO	MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE AMOUNT	TAXABLE AMOUNT	STATE TAX	COUNTY TAX	NAME OF COUNTY
Lowes	Paint	2000 Walnut Street, Cary NC 27518	68787530	9/20/15	\$111.09	\$7.03	\$0.33	\$0.18	Wake

Note: If \$300 worth of materials were purchased, but only \$100 were used on the project than only list \$100 in the taxable amount. The State and County tax would be based on the \$100 and not the total purchase of \$300.

Example 2 (Warehouse or Stock Materials)

1. **Vendor tax was paid to:** Your vendor name
2. **Material Purchased:** Items purchased (i.e. paint/wall board etc.)
3. **Address:** Your vendor address
4. **Invoice Number:** The words "Stock" or "Warehouse"
5. **Date:** Approximate date the items were purchased
6. **Invoice Amount:** Total dollar amount for materials invoiced and used on the project
7. **Taxable Amount:** Subtotal dollar amount for items used on this project (before tax)
8. **State Tax:** Amount of State tax paid on materials used (if NC 4.75%)
9. **County Tax:** Amount of County tax paid on materials used (if Wake 2.5 %)
10. **Name of County:** Name of county where items were purchased (i.e. Wake or Durham etc.)

VENDOR TAX WAS PAID TO	MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE AMOUNT	TAXABLE AMOUNT	STATE TAX	COUNTY TAX	NAME OF COUNTY
Watco Service Corp.	Motor	541 Dynamic Dr Garner NC 27529	Stock	01/15/15	\$450.75	\$450.75	\$21.41	\$11.27	Wake

Example 3 (Certified Reseller/Tax Paid to NC Dept. of Revenue)

1. **Vendor tax was paid to:** The words "NC Dept. of Revenue"
2. **Material Purchased:** Items purchased (i.e. paint/wall board etc.)
3. **Address:** Your vendor address
4. **Invoice Number:** The words "Stock" or "Warehouse"
5. **Date:** Approximate date the items were purchased
6. **Invoice Amount:** Total dollar amount for materials invoiced and used on the project
7. **Taxable Amount:** Subtotal dollar amount for items used on this project (before tax)
8. **State Tax:** Amount of State tax paid on materials used (if NC 4.75%)
9. **County Tax:** Amount of County tax paid on materials used (if Wake 2.5 %)
10. **Name of County:** Name of county where items were purchased (i.e. Wake or Durham etc.)

VENDOR TAX WAS PAID TO	MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE AMOUNT	TAXABLE AMOUNT	STATE TAX	COUNTY TAX	NAME OF COUNTY
NC Dept. of Revenue	Circuit Board	115 Bestwood Dr Clayton NC 27520	Warehouse	05/15/15	\$1,250.25	\$1,250.25	\$59.39	\$31.26	Wake

Note: To use this example means that taxes are **NOT** paid at the time of purchase, but instead paid by the vendor on monthly or quarterly bases directly to NC Department of Revenue.

Example 4 (Tax Charged to Material Mark-Up)

1. **Vendor tax was paid to:** The words "NC Dept. of Revenue"
2. **Material Purchased:** The words "Tax Charged in 10% Mark-Up"
3. **Address:** Your vendor address
4. **Invoice Number:** Your invoice number to WCPSS
5. **Date:** The date of your invoices to WCPSS
6. **Invoice Amount:** The 10% mark-up amount from your invoice
7. **Taxable Amount:** The 10% mark-up amount from your invoice
8. **State Tax:** Amount of State tax paid on materials used (if NC 4.75%)
9. **County Tax:** Amount of County tax paid on materials used (if Wake 2.5 %)
10. **Name of County:** Name of county where items were used (Wake)

VENDOR TAX WAS PAID TO	MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE AMOUNT	TAXABLE AMOUNT	STATE TAX	COUNTY TAX	NAME OF COUNTY
NC Dept. of Revenue	Tax Charged to 10% Mark-Up	115 Bestwood Dr Clayton NC 27520	12345678	10/05/15	\$10.00	\$10.00	\$0.47	\$0.25	Wake

Reminders

- All totals must match. If a vendor invoice, JOC invoice, and tax form are submitted the tax and material totals must match on all three items.
- Any vendor that is a certified reseller/distributor must complete and return the Final Vendor Certification of N.C. Tax Submission from at the end of the fiscal year.
- Any material mark-up listed on the invoice that is taxed must match the mark-up listed on the tax form.

Question and Answers

1. **Why are the Taxable Amount and Invoice Amounts the same value for the mark-up according to the Example?**
For this example, the amount for the material being invoiced is the ten percent mark-up amount. The actual cost for the materials would be reflected on a different line.
2. **Contractors saying they are tax exempt at the point of buying items, yet they levy the tax on us. Is a tax exempt certificate required with any or all invoices?**
The only businesses that the state considers tax exempt are non-profits. A vendor may be classified as a distributor or certified reseller. If that were the case, they would follow example number three above. At the time they report their business taxes (which might be monthly or quarterly) the vendor reports and pays a use tax on all items sold during that time. WCPSS does not pay tax on behalf of the vendor to the state. We pay the tax to the vendor who in turn must pay the state.
3. **What should be filled in the Project line?**
The project line can be the work order number and/or school location where work was completed.
4. **Can several items purchased from the same Retailer be shown on one line (added up)?**
Yes, if several items were purchased at one retailer it can be shown on one line on the tax form.
5. **Why is the Invoice Spreadsheet being strongly recommended? If the info required is shown on their invoice, is that enough?**
This spreadsheet is required by the department and not Finance or Accounting. Several other departments ask their vendors to complete this form. My understanding is that there is valuable information listed on the JOC form that is used by WCPSS when entering information in to the MAXIMO system. According to the feedback we have received from NCDOR many invoices should be coming in as lump sum. Not all vendors provide a breakout on their invoices.
6. **Why can't one tax form be submitted for multiple invoices? The invoice number is required on the form.**
This requirement is based on state law. The attached handout explains that an affidavit statement is recommended for each project. Since WCPSS assigns work by work order number, each assignment or invoice is considered a separate project thus needing an individual tax form.
7. **Is a quarterly or monthly tax submission copy to NCDOR required if that's the sole way the contractor pays tax?**
No, this form does not need to be provided to WCPSS. The tax form being notarized is all that is required.