

**STATE BOARD OF EDUCATION**  
**Contract(s) Over \$50,000 Executed Since Last Board Meeting**  
**Table of Contents**  
**Business Operations (BSOP) Committee**  
**July 31, 2024 – August 1, 2024**

Item	Requisition/ Contract No.	Contract Description	Contractor/ Vendor Name	Contract Type	Contract Category (Service or Good)	Contract Term Upon Contract Award	Funding/ Budget Source	DPI Business Owner/ Division	Current Contract Amount	Total Contract Amount To Date
1	RQ117596	SAS-Institute AS400 Ed Cloud Contract (ITS-005412)	SAS Institute Inc.	Amendment	Service	July 1, 2024 - October 31, 2024	Receipts	Barry Pace	\$489,878.00	\$489,878.00
2	RQ126382	Lee County Schools - RQ115399	Lee County Board of Education	Memorandum of Agreement	Service	July 1, 2024 - June 30, 2025	Federal	Carol Hudgens	\$155,609.02	\$155,609.02
3	RQ126374	Greene County Public Schools	Green County Schools	Memorandum of Agreement	Service	July 1, 2024 - June 30, 2025	Federal	Carol Hudgens	\$151,222.41	\$151,222.41
4	RQ126367	Caldwell County- RQ115449	Caldwell County Schools	Memorandum of Agreement	Service	July 1, 2024 - June 30, 2025	Federal	Carol Hudgens	\$145,537.80	\$145,537.80
5	RQ125390	Camcor Quote 06867652	Camcor Inc.	STC 880A	Goods	One-Time Buy	Federal	Dylan Morris	\$101,449.04	\$101,449.04
6	RQ124132	DIT Short Term Staffing ITS-009440 July 1, 2024 - December 31, 2024	Computer Aid, Inc.	DIT Contract	Service	July 1, 2024 - December 31, 2024	Federal	Derrick Jordan	\$83,200.00	\$83,200.00

**AMENDMENT NO. 12 TO CONTRACT NO. EP4887701 (RFP No. RttT)**

This Amendment 12, effective July 1, 2024, is made between the North Carolina Department of Public Instruction, a state education agency (“NCDPI”), and SAS Institute Inc., a North Carolina corporation (the “Contractor”).

WHEREAS, the parties previously entered into Contract No. EP4887701 (as amended, the “Contract”);

WHEREAS, the current term of the Contract expires June 30, 2024; and

WHEREAS, the parties desire to amend the Contract to, among other things, extend the term of the Contract from July 1, 2024 to October 31, 2024 (the “Extension Period”);

The parties therefore agree as follows:

1. The term of the Contract is hereby amended to extend from July 1, 2024 to October 31, 2024 (the “Extension Period”). NCDPI shall notify Contractor in writing no later than August 31, 2024 if further extension of the Extension Period is necessary. If Contractor is not notified by August 31, 2024, the Contract shall terminate effective November 1, 2024.
2. The parties will not renew this agreement for any additional option periods or extensions. Following the Extension Period, SAS and NCDPI may enter into a separate agreement through which SAS will assist DPI with migration to a new environment by providing documentation, environmental information, and subject matter expertise where applicable.
3. The Contract is hereby amended to provide that the fees for the Extension Period are \$489,878 (the “Extension Period Fees”). The Extension Period Fees include the following:
  - a. Hosting Services (July 1, 2024 – October 31, 2024): \$335,216.00
  - b. Services (July 1, 2024 – October 31, 2024): \$154,662.00
4. The Contractor will invoice the Extension Period Fees to NCDPI promptly following execution of this Amendment 12. Such amount is due net thirty (30) days following NCDPI’s receipt of such invoice from the Contractor.
5. In consideration for payment of the Extension Period Fees, the Contractor will, for the Extension Period:
  - a. Continuing providing the Hosting Services as described in Section 4 of Amendment 11;
  - b. Continue providing the Services as described in Section 4 of Amendment 11, excluding subparagraph f, provided that:

- i. The following assumptions shall apply to the Services:
  1. Services may be performed remotely.
  2. Services will be provided during normal Contractor and NCDPI business hours, which means any other day than a Saturday, Sunday, Contractor holiday, or Federal Reserve Bank holiday, on which NCDPI is open for business the local time where Services are being performed (8:00am to 5:00pm EST, Monday through Friday). Contractor and NCDPI must mutually agree upon off-work hours, if required, and will memorialize such agreement in a Change Order.
  3. Contractor resources will not be required to be onsite to perform the Services. If travel is required, a Change Order will be raised or Contractor can request the use of the travel with written approval from NCDPI, subject to Contractor's travel policy.
  4. Contractor will manage the project following Contractor's project management methodology. NCDPI will use the project plan and adapt it to meet their project management approach.
  5. All necessary NCDPI managers, stakeholders, and business, data, and technical experts will be made available for these Services and/or will be available for follow-up questions by phone and email.
- ii. The following hourly rates shall apply to the Services:
  1. Senior Technical Consultant – \$253.00/hour
  2. Project Manager – \$179/hour
- iii. NCDPI's budget for the Services will be \$154,662.00.
- iv. NCDPI has elected to pre-pay the Services Fee. Contractor will send monthly statements to document the draw-down of hours based on hours of Services actually performed by Contractor. The Services Fee may only be used toward labor for Services under this Agreement. Except as otherwise set forth in the Agreement, pre-paid Services Fees are nonrefundable and must be used within twelve (12) months from acceptance of this Agreement.
- v. If NCDPI elects to extend the Contract, including Services, beyond October 31, 2024, Contractor will invoice NCDPI monthly for Fees due subject to the rates, assumptions, and terms in this Section.

6. Without limiting the foregoing, unless the Contractor and NCDPI (or the Contractor and an applicable LEA) agree in a separate services agreement, the Contractor is not obligated to migrate any NCDPI, LEA, or other data from the System to any NCDPI, LEA, or other computing environment.
7. Except as amended herein, all terms and conditions contained in the Contract shall remain in effect. This Amendment No. 12 does not alter the scope or description of the Hosting Services or Services except as specifically set forth herein.
8. In the event of any inconsistency or conflict between or among the terms and conditions contained in the documents comprising the Contract, any such inconsistency or conflict shall be resolved by giving precedence in the following order:
  - a. Amendment 12 to Contract No. EP4887701 (RFP No. 40 RttT)
  - b. Amendment 11 to Contract No. EP4887701 (RFP No. 40 RttT)
  - c. Amendment 10 to Contract No. EP4887701 (RFP No. 40 RttT)
  - d. Amendment 9 to Contract No. EP4887701 (RFP No. 40 RttT)
  - e. Amendment 8 to Contract No. EP4887701 (RFP No. 40 RttT)
  - f. Amendment 7 to Contract No. EP4887701 (RFP No. 40 RttT)
  - g. Amendment 6 to Contract No. EP4887701 (RFP No. 40 RttT)
  - h. Amendment 5 to Contract No. EP4887701 (RFP No. 40 RttT)
  - i. Amendment 4 to Contract No. EP4887701 (RFP No. 40 RttT)
  - j. Amendment 3 to Contract No. EP4887701 (RFP No. 40 RttT)
  - k. Amendment 2 to Contract No. EP4887701 (RFP No. 40 RttT)
  - l. Amendment 1 to Contract No. EP4887701 (RFP No. 40 RttT)
  - m. Contract Cover Sheet to RFP No. 40 RttT
  - n. Attachment A to Contract Cover Sheet of RFP No. 40 RttT
  - o. Clarification 4 to RFP No. 40 RttT
  - p. Clarification 3 to RFP No. 40 RttT
  - q. Best and Final Offer 4 to RFP No. 40 RttT

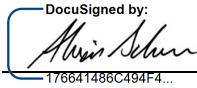
- r. State's Terms and Conditions set forth in RFP No. 40 RttT
  - s. State's Supplemental Terms and Conditions set forth in RFP No. 40 RttT
  - t. Addendum 3 to RFP No. 40 RttT
  - u. Addendum 2 to RFP No. 40 RttT
  - v. Addendum 1 to RFP No. 40 RttT
  - w. RFP No. 40 RttT; and
  - x. The Contractor's Response to RFP No. 40 RttT
9. Each individual signing below warrants that he or she is duly authorized to sign and bind their respective party to the terms and conditions of this Amendment 12.

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[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment 12 as of the date below.

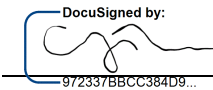
**NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION**

By:  \_\_\_\_\_  
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Alexis Schauss

Chief Financial Officer

Date: 7/8/2024 | 12:06:10 PM EDT

By:  \_\_\_\_\_  
972337BBCC384D9...

Catherine Truitt

State Superintendent

Date: 7/8/2024 | 12:13:21 PM EDT

**SAS INSTITUTE INC.**

By: Victoria Clayton

Victoria Clayton

Director, Licensing Operations

Date: July 2, 2024



**MEMORANDUM OF AGREEMENT  
BETWEEN THE DEPARTMENT OF PUBLIC  
INSTRUCTION AND  
LEE COUNTY SCHOOLS**

**IABS Regional Consultant: Amy Miller**

This Memorandum of Agreement (“MOA”) is entered into between the Department of Public Instruction (“DPI”), and LEE COUNTY SCHOOLS, located at 106 Gordan Street, PO Box 1010, Sanford, NC 27331, Attention: Malissa Riggins, herein referred to as the “Contractor”. The parties agree as follows:

1. Lee County Schools agree to perform all services described in Attachment B (Scope of Work), which is attached to this MOA and incorporated herein by reference.
2. DPI shall pay Lee County Schools the sum of \$155,609.02. The budget is attached as Attachment C, to this MOA and incorporated herein by reference, said sum to be full and complete payment for services to be rendered under this MOA.
3. Payments of actual expenditures under this MOA will be met through monthly payments for agreed upon services. Invoices shall be emailed to [exceptionalchildren.invoices@dpi.nc.gov](mailto:exceptionalchildren.invoices@dpi.nc.gov) for review and approval of payment. Invoices should be itemized according to budget items with travel, subscriptions and supplies further itemized, as needed. The final invoice must be received by July 30, 2025. **No invoices will be paid after July 30, 2025.**
4. DPI designates, Nicole Sinclair, Assistant Director, as the Project Coordinator for this MOA.
5. The dates and terms of this contract between DPI and Lee County Schools will be upon contract execution through June 30, 2025, for the period of July 1, 2024, through June 30, 2025.
6. Lee County Schools agree to comply with all DPI policies and administrative rules during performance of this MOA.
7. Any dispute arising from this MOA shall be settled by order of the State Superintendent. Such order shall be binding upon the parties.
8. If any of the services rendered under this contract are to be paid with federal funds, the contractor hereby certifies that the organization and its principals are not suspended or debarred from doing business with the federal government.
9. The Contractor and NCDPI hereby agree to all the Terms and Conditions and if additional pages are attached as an addendum or appendix to this document listed herein. See Attachment A, Contractor Certifications; Attachment B: Scope of Work; Attachment C: Budget; Attachment D: DPI Terms and Conditions.

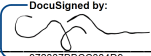
IN WITNESS THEREOF, DPI and LEE COUNTY SCHOOLS have executed this agreement on the date(s) set forth below. The effective date is the date listed by the State Superintendent of the North Carolina Department of Public Instruction.

**NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION**

By:   
DocuSigned by:  
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Date: 6/19/2024 | 4:11:44 PM EDT

Alexis Schauss  
Chief Financial Officer  
North Carolina Department of Public Instruction

By:   
DocuSigned by:  
972337B8CC384D9...

Date: 6/19/2024 | 4:57:19 PM EDT

Catherine Truitt  
State Superintendent

**LEE COUNTY SCHOOLS**

By: DocuSigned by:  
Chris Dossenbach  
55562388C7C44C9...

Date: 6/10/2024 | 1:16:00 PM PDT

Title: Superintendent  
Authorized Signer & Title

Budget Code: 101066-52150000-08A0380-0832956-3000

Budget Source: Federal

Strategic Priority: N/A

**ATTACHMENT A  
CONTRACTOR CERTIFICATIONS INSTRUCTIONS**

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at: [https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143B-1350(k) can be found online at: [http://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-1350.pdf](http://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-1350.pdf)
- The text of G.S. 143-59.1 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)

**CERTIFICATIONS**

- (1) Pursuant to N.C.G.S. 147-33.95(g), the State shall not enter into a contract unless the awarded Vendor/Contractor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendor/contractors are directed to review the foregoing laws. Any awarded Vendors/Contractor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.
- (2) Pursuant to G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) The undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in [G.S. 143-59.1\(c\)\(2\)](#) after December 31, 2001; **or**
    - The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in [G.S. 143-59.1\(c\)\(2\)](#) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) The undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

- (5) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification may be guilty of a Class I felony.

NAME OF VENDOR/CONTRACTOR: Lee County Schools

SIGNATURE OF AUTHORIZED AGENT:  \_\_\_\_\_

TITLE OF AUTHORIZED AGENT: Superintendent

## ATTACHMENT B SCOPE OF WORK

### Purpose of Contract

The Office of Exceptional Children (OEC) may set aside part of its IDEA federal funds for specific, state-level activities to improve the outcomes of students with disabilities. The OEC is leveraging the authorized activities in its federal grant application to obtain contracted services for the purpose of:

- Assisting local education agencies in providing positive behavioral interventions and supports and appropriate mental health services for students with disabilities; and
- Providing technical assistance to schools and LEAs implementing comprehensive support and improvement activities or targeted support and improvement activities under section 1111(d) of the ESEA on the basis of consistent underperformance of the disaggregated subgroup of children with disabilities, including providing professional development to special and regular education teachers, who teach children with disabilities, based on scientifically based research to improve educational instruction, in order to improve academic achievement based on the challenging academic standards described in section 1111(b)(1) of the ESEA.

### Contracted Position: IABS Consultant

1. Provide targeted technical assistance to public school units (PSUs) to establish and maintain multi-tiered systems of support to:
  - a. Evaluate effectiveness of systems using the Facilitated Assessment of MTSS.
  - b. Analyze district and school teaming structures to the strengthen implementation of school improvement frameworks.
  - c. Engage in resource mapping to ensure core, supplemental, and intensive levels of support are fully functional and well-defined.
  - d. Establish and maintain bi-directional communication between PSU leaders and its stakeholders.
  - e. Identify a core support system that includes academic, behavioral, social, and emotional components.
2. Provide professional learning and coaching specific to evidence-based instructional strategies in the areas of academics, behavior, and social-emotional skills.
3. Collaborate with offices across the North Carolina Department of Public Instruction (NCDPI) to establish and implement evidence-based intervention/strategies for specific subgroups to:
  - a. Reduce suspension and expulsion.
  - b. Increase student performance on state-mandated assessments.
  - c. Decrease drop-out rates.
  - d. Increase graduation rates.
  - e. Facilitate family-school-community partnerships.
  - f. Close achievement gaps in reading and math.
  - g. Implement other statewide initiatives.
4. Develop/curate tip sheets/resource materials identifying high leverage practices with implementation specifics for each of the priorities noted in Scope of Work Item #3 with emphasis placed on intervention for at-risk subgroups, (i.e., race, ethnicity, disability categories, etc.).
5. Provide training and support to PSUs using the student information system, early warning system, intervention planning, and progress monitoring tools adopted by DPI.
6. Complete training on the use of the Comprehensive Needs Assessment (CNA) tool and serve on review teams upon request.
7. Create and maintain professional learning library (i.e., learning management system, etc.) specific to evidence-based intervention for academics, behavior, and social-emotional skills and organize strategies according to the categories identified in Scope of Work Item #3.

8. Maintain log of professional development/technical assistance delivered to PSUs. Log should include name of PSU, number of participants and role, topic, subgroup(s) targeted for intervention, date delivered, date follow-up completed, evidence of local implementation of support provided. Logs should be submitted monthly through electronic platform established by IABS Team Lead.
9. Provide professional learning sessions at conferences hosted by NCDPI, upon request. All materials should be provided in advance for review and approval by the office requesting the session prior to delivery.

**ATTACHMENT C  
BUDGET  
(Amy Miller)**

**IABS REGIONAL CONSULTANT POSITION  
LEE COUNTY SCHOOLS**

**July 1, 2024-June 30, 2025**

<b>Salary- Consultant</b>	<b>\$98,550.40</b>
Longevity	3,202.89
Social Security	7,784.13
Retirement (24.10%)	23,691.52
Hospitalization	8,095.00
Unemployment	200.00
<b>Total</b>	<b>\$141,523.94</b>
Travel/Subscriptions/Supplies	10,000.00
Indirect Costs (5.443%)	4,085.09
<b>Total</b>	<b>\$155,609.02</b>

**ATTACHMENT D**  
**CONTRACT TERMS AND CONDITIONS**

- 1. Contract Residency.** It is agreed between the parties hereto that the place of this contract, its situs and forum, will be Wake County, North Carolina, and in said county and state will all matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this contract, be determined. North Carolina law will govern the interpretation and construction of this contract.
- 2. Project Coordinator.** The Project Coordinator shall be responsible for ensuring Contractor conformance with the terms, conditions, performance specifications as set forth in this contract, and an evaluation of the Contractor's performance. North Carolina Department of Public Instruction (NCDPI) has complete discretion in replacing the Project Coordinator with another person of its own choosing.
- 3. Right of Termination.** NCDPI may terminate this agreement at any time at its complete discretion by thirty days written notice from NCDPI to the Contractor. In that event, all finished or unfinished documents and other materials shall, at the option of NCDPI, become its property. If the contract is terminated by NCDPI, as provided herein, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service set forth in this agreement.
- 4. Method of Payment.** The Contractor will submit an invoice or invoices according to the payment schedule set forth in this agreement. Invoices should be billed to the Payables Section, North Carolina Department of Public Instruction, but directed to the Project Coordinator, as identified herein, for approval of payment. Payment will be made within fifteen days upon receipt by the Payables Section of a requisition for payment from the Project Coordinator confirming that the Contractor has satisfactorily completed the work required under this contract and evidenced by said invoices.
- 5. Contract Funding.** It is understood and agreed between the Contractor and NCDPI that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the appropriation of funds to, and allocation by, NCDPI for the purpose set forth in this contract. Should such funds not be appropriated or allocated, this contract shall immediately be terminated. NCDPI shall not be liable to Contractor for damages of any kind (general, special or consequential) as a result of such termination.
- 6. Contract Transfer.** The Contractor shall not transfer any interest in this agreement without prior written agreement from NCDPI.
- 7. Contract Personnel.** The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this agreement. The Contractor shall not hire, employ or contract with any person currently employed by NCDPI to furnish any material or perform any service on this contract without first assuring compliance with applicable laws of the State of North Carolina and regulations of the State Personnel Commission relating to dual or secondary employment by State employees. In the event the Contractor hires, employs or contracts with any employee of the NCDPI, that fact will be immediately reported in writing, referencing the contract number, to the Purchasing Section, Department of Public Instruction.
- 8. Key Personnel.** The Contractor shall not substitute for key personnel assigned to the performance of this contract without prior written approval from the NCDPI Project Coordinator. Key personnel are defined as those individuals named, either by title or by individual name, in the Contractor's offer.
- 9. Subcontractor Approval.** None of the work to be performed under this contract by the Contractor or its employees shall be subcontracted without the prior written approval of NCDPI Project Coordinator, unless such arrangement was specified in its offer.
- 10. Right to Access to Persons and Records for Audit.** The NCDPI, the State Auditor and the NCDPI's internal auditors shall have access to persons and records to conduct audits of the Contractor's performance of this contract, including access to verify accounts and data affecting fees or performance, both during the period of this contract and for three years after completion hereof. Contractor agrees to maintain all pertinent documents and records relating to this contract for said period of time following completion of the contract period.
- 11. Contract Modifications.** This contract may be amended only by written amendments duly executed by and between NCDPI

and the Contractor. However, to take advantage of unforeseen opportunities the NCDPI Project Coordinator may make minor modifications that (a) do not change the intent of the contract or the scope of the Contractor's performance; (b) do not increase the Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the State without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the contract must be recorded in writing and signed by the Contractor, Project Coordinator, and placed on file with the Purchasing Section, NCDPI.

- 12. Performance and Default.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the NCDPI shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the NCDPI, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the NCDPI for damages sustained by the NCDPI by virtue of any breach of this agreement, and the NCDPI may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the NCDPI from such breach can be determined. In case of default by the Contractor, the NCDPI may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The NCDPI reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the NCDPI. In addition, in the event of default by the Contractor under this contract, the NCDPI may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the NCDPI has with the Contractor and debar the Contractor from doing future business with the NCDPI. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the NCDPI may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the NCDPI, and debar the Contractor from doing future business with the NCDPI. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 13. Contractor Bankruptcy.** The filing of a petition of bankruptcy or insolvency by or against the Contractor will terminate this contract.
- 14. Ownership of Contract Products.** The Contractor agrees that all products, records and data tapes produced under this contract become the property of NCDPI.
- 15. Indemnification. Non-State Agency -** The Contractor agrees to indemnify, save and hold harmless the NCDPI or their officers, employees, successors and assigns, from any and all claims of any nature, including claims for attorney fees and costs, arising out of or relating to the performance of this contract.
- 16. Contractor Project Coordinator.** The Contractor must designate one person employed at the executive level, preferably a vice-president or the president, who has the authority to expedite work or make adjustments in scheduling. This person will be contacted by NCDPI Project Coordinator to make such adjustments only in the case of an emergency.
- 17. Severability.** No condition in this document shall be construed to limit the enforceability of any other condition herein. In the event any term or condition contained in, or made a part of this document by reference, is negated or vacated for any reason whatsoever all other provisions shall remain fully valid and enforceable.
- 18. Liquidated Damages.** Time of delivery is imperative, especially for those critical activities, which are indicated by asterisks (\*\*\*) in the Request for Proposal, calendar of events. The Contractor agrees that for each and every day beyond the due date that 100% of the work in these critical activities, as specified in this contract, remains uncompleted or of unacceptable quality, the Contractor will pay to NCDPI the amount specified as liquidated damages in this contract. This is in addition to any other remedies available to NCDPI by law. Should the Contractor see that it will be unable to meet a delivery date, it may request, in writing to NCDPI Project Coordinator, an extension period. This request may or may not be granted at the discretion of NCDPI. If written approval for extension is granted, liquidated damages will not be assessed. If NCDPI fails to meet a delivery date without written approval from the Contractor, liquidated damages will not be assessed. NCDPI reserves the right to delay the schedule due dates.
- 19. Employment Taxes.** The contractor agrees to make all employment tax payments to the federal and state governments on the full contract amount as required by law. THE CONTRACTOR FURTHER AGREES to reimburse the NCDPI or its employees for any penalty due to the contractor's failure to make such payments.

- 20. Family Educational Rights & Privacy Act:** Student educational records are subject to 20 U.S.C. 1232g, Family Rights and Privacy Act (FERPA) and are not disclosable except in very limited circumstances. The contractor will ensure that every employee responsible for carrying out the terms of this contract is aware of the confidentiality requirements of federal law. In addition, every such employee must sign a confidentiality acknowledgement that indicates that he or she understands the legal requirements for confidentiality. The contractor is responsible for the actions of its employee and must take all precautions necessary to ensure that no violations occur. Finally, access to personally identifiable student education information will be limited to those employees who must have access to it in order to perform their responsibilities pursuant to this contract.
- 21. Certification.** By executing this contract, the signer certifies that these services are submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible Vendor/Contractor/contractor as set forth in G.S. 143-59.1. False certification is a Class I felony.
- 22. Outsourcing.** Any Vendor/Contractor/contractor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided. If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the NCDPI responsible for the contract. Vendor/Contractor/Contractor must give notice to the NCDPI of any relocation of the Vendor/Contractor/contractor, employees of the Vendor/Contractor/contractor, subcontractors of the Vendor/Contractor/contractor, or other persons performing services under a state contract outside of the United States.
- 23. Withholding Requirements.** NCDPI is required to withhold 4% taxes from personal services income paid to nonresident contractors per G.S. 105-163.3.
- 24. Debarment Statement.** If any of the services rendered under this contract are to be paid with federal funds, the contractor hereby certifies that the organization and its principals are not suspended or debarred from doing business with the federal government.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE DEPARTMENT OF  
PUBLIC INSTRUCTION AND  
GREENE COUNTY SCHOOLS**

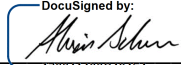
**IABS Regional Consultant: Anne Nixon**

This Memorandum of Agreement (“MOA”) is entered into between the **DEPARTMENT OF PUBLIC INSTRUCTION** (“DPI”), and **GREENE COUNTY SCHOOLS**, located at 301 Kingold Blvd, Snow Hill, NC 28580, Attention: Jennifer Gardner, herein referred to as the “Contractor”. The parties agree as follows:

1. Greene County Schools agree to perform all services described in Attachment B (Scope of Work), which is attached to this MOA and incorporated herein by reference.
2. DPI shall pay Greene County Schools the sum of **\$151,222.41**. The budget is attached as Attachment C, to this MOA and incorporated herein by reference, said sum to be full and complete payment for services to be rendered under this MOA.
3. Payments of actual expenditures under this MOA will be met through monthly payments for agreed upon services. Invoices shall be emailed to [expectionalchildren.invoices@dpi.nc.gov](mailto:expectionalchildren.invoices@dpi.nc.gov) for review and approval of payment. Invoices should be itemized according to budget items with travel, subscriptions and supplies further itemized, as needed. The final invoice must be received by July 30, 2025. **No invoices will be paid after July 30, 2025.**
4. DPI designates, Nicole Sinclair, Assistant Director, as the Project Coordinator for this MOA.
5. The dates and terms of this contract between DPI and Greene County Schools will be upon contract execution through June 30, 2025, for the period of **July 1, 2024, through June 30, 2025.**
6. Greene County Schools agree to comply with all DPI policies and administrative rules during performance of this MOA.
7. Any dispute arising from this MOA shall be settled by order of the State Superintendent. Such order shall be binding upon the parties.
8. If any of the services rendered under this contract are to be paid with federal funds, the contractor hereby certifies that the organization and its principals are not suspended or debarred from doing business with the federal government.
9. The Contractor and NCDPI hereby agree to all the Terms and Conditions and if additional pages are attached as an addendum or appendix to this document listed herein. See Attachment A, Contractor Certifications; Attachment B: Scope of Work; Attachment C: Budget; Attachment D: DPI Terms and Conditions.

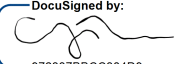
IN WITNESS THEREOF, DPI and GREENE COUNTY SCHOOLS have executed this agreement on the date(s) set forth below. The effective date is the date listed by the State Superintendent of the North Carolina Department of Public Instruction.

**NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION**

By:   
DocuSigned by:  
176641486C494F4...

Date: 6/21/2024 | 1:22:26 PM EDT

Alexis Schauss  
Chief Financial Officer  
North Carolina Department of Public Instruction

By:   
DocuSigned by:  
97233758CC384D9...

Date: 6/21/2024 | 2:18:25 PM EDT

Catherine Truitt  
State Superintendent  
North Carolina Department of Public Instruction

**GREENE COUNTY SCHOOLS**

By:   
DocuSigned by:  
65DDC23773694A8...

Date: 6/14/2024 | 8:52:33 AM EDT

Title: Superintendent  
Authorized Signer & Title

Budget Code: 101066-52150000-08A0380-0832956-3000  
Budget Source: Federal  
Strategic Priority: N/A

## ATTACHMENT A CONTRACTOR CERTIFICATIONS INSTRUCTIONS

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at: [https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143B-1350(k) can be found online at: [http://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-1350.pdf](http://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-1350.pdf)
- The text of G.S. 143-59.1 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)

### CERTIFICATIONS

- (1) Pursuant to N.C.G.S. 147-33.95(g), the State shall not enter into a contract unless the awarded Vendor/Contractor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendor/contractors are directed to review the foregoing laws. Any awarded Vendors/Contractor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.
- (2) Pursuant to G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) The undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in [G.S. 143-59.1\(c\)\(2\)](#) after December 31, 2001; **or**
    - The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in [G.S. 143-59.1\(c\)\(2\)](#) after December 31, 2001 **but** the

United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (4) The undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification may be guilty of a Class I felony.

NAME OF VENDOR/CONTRACTOR: Greene County Schools

SIGNATURE OF AUTHORIZED AGENT:  \_\_\_\_\_  
65DDC23773694A8...

TITLE OF AUTHORIZED AGENT: Superintendent

## **ATTACHMENT B SCOPE OF WORK**

### **Purpose of Contract**

The Office of Exceptional Children (OEC) may set aside part of its IDEA federal funds for specific, state-level activities to improve the outcomes of students with disabilities. The OEC is leveraging the authorized activities in its federal grant application to obtain contracted services for the purpose of:

- Assisting local education agencies in providing positive behavioral interventions and supports and appropriate mental health services for students with disabilities; and
- Providing technical assistance to schools and LEAs implementing comprehensive support and improvement activities or targeted support and improvement activities under section 1111(d) of the ESEA on the basis of consistent underperformance of the disaggregated subgroup of children with disabilities, including providing professional development to special and regular education teachers, who teach children with disabilities, based on scientifically based research to improve educational instruction, in order to improve academic achievement based on the challenging academic standards described in section 1111(b)(1) of the ESEA.

### **Contracted Position: IABS Consultant**

1. Provide targeted technical assistance to public school units (PSUs) to establish and maintain multi-tiered systems of support to:
  - a. Evaluate effectiveness of systems using the Facilitated Assessment of MTSS.
  - b. Analyze district and school teaming structures to the strengthen implementation of school improvement frameworks.
  - c. Engage in resource mapping to ensure core, supplemental, and intensive levels of support are fully functional and well-defined.
  - d. Establish and maintain bi-directional communication between PSU leaders and its stakeholders.
  - e. Identify a core support system that includes academic, behavioral, social, and emotional components.
2. Provide professional learning and coaching specific to evidence-based instructional strategies in the areas of academics, behavior, and social-emotional skills.
3. Collaborate with offices across the North Carolina Department of Public Instruction (NCDPI) to establish and implement evidence-based intervention/strategies for specific subgroups to:
  - a. Reduce suspension and expulsion.
  - b. Increase student performance on state-mandated assessments.
  - c. Decrease drop-out rates.
  - d. Increase graduation rates.
  - e. Facilitate family-school-community partnerships.
  - f. Close achievement gaps in reading and math.
  - g. Implement other statewide initiatives.

4. Develop/curate tip sheets/resource materials identifying high leverage practices with implementation specifics for each of the priorities noted in Scope of Work Item #3 with emphasis placed on intervention for at-risk subgroups, (i.e., race, ethnicity, disability categories, etc.).
5. Provide training and support to PSUs using the student information system, early warning system, intervention planning, and progress monitoring tools adopted by DPI.
6. Complete training on the use of the Comprehensive Needs Assessment (CNA) tool and serve on review teams upon request.
7. Create and maintain professional learning library (i.e., learning management system, etc.) specific to evidence-based intervention for academics, behavior, and social-emotional skills and organize strategies according to the categories identified in Scope of Work Item #3.
8. Maintain log of professional development/technical assistance delivered to PSUs. Log should include name of PSU, number of participants and role, topic, subgroup(s) targeted for intervention, date delivered, date follow-up completed, evidence of local implementation of support provided. Logs should be submitted monthly through electronic platform established by IABS Team Lead.
9. Provide professional learning sessions at conferences hosted by NCDPI, upon request. All materials should be provided in advance for review and approval by the office requesting the session prior to delivery.

**ATTACHMENT C  
BUDGET  
(Anne Nixon)**

**IABS REGIONAL CONSULTANT POSITION  
GREENE COUNTY SCHOOLS**

**July 1, 2024-June 30, 2025**

<b>Salary- Consultant</b>	<b>\$93,843.92</b>
Longevity	4,222.98
Social Security	7,502.12
Retirement (24.10%)	22,560.08
Hospitalization	8,095.00
Unemployment	200.00
<b>Total</b>	<b>\$136,424.10</b>
Travel/Subscriptions/Supplies	10,000.00
Indirect Costs (5.443%)	4,798.32
<b>Total</b>	<b>\$151,222.41</b>

**ATTACHMENT D**  
**CONTRACT TERMS AND CONDITIONS**

- 1. Contract Residency.** It is agreed between the parties hereto that the place of this contract, its situs and forum, will be Wake County, North Carolina, and in said county and state will all matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this contract, be determined. North Carolina law will govern the interpretation and construction of this contract.
- 2. Project Coordinator.** The Project Coordinator shall be responsible for ensuring Contractor conformance with the terms, conditions, performance specifications as set forth in this contract, and an evaluation of the Contractor's performance. North Carolina Department of Public Instruction (NCDPI) has complete discretion in replacing the Project Coordinator with another person of its own choosing.
- 3. Right of Termination.** NCDPI may terminate this agreement at any time at its complete discretion by thirty days written notice from NCDPI to the Contractor. In that event, all finished or unfinished documents and other materials shall, at the option of NCDPI, become its property. If the contract is terminated by NCDPI, as provided herein, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service set forth in this agreement.
- 4. Method of Payment.** The Contractor will submit an invoice or invoices according to the payment schedule set forth in this agreement. Invoices should be billed to the Payables Section, North Carolina Department of Public Instruction, but directed to the Project Coordinator, as identified herein, for approval of payment. Payment will be made within fifteen days upon receipt by the Payables Section of a requisition for payment from the Project Coordinator confirming that the Contractor has satisfactorily completed the work required under this contract and evidenced by said invoices.
- 5. Contract Funding.** It is understood and agreed between the Contractor and NCDPI that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the appropriation of funds to, and allocation by, NCDPI for the purpose set forth in this contract. Should such funds not be appropriated or allocated, this contract shall immediately be terminated. NCDPI shall not be liable to Contractor for damages of any kind (general, special or consequential) as a result of such termination.
- 6. Contract Transfer.** The Contractor shall not transfer any interest in this agreement without prior written agreement from NCDPI.
- 7. Contract Personnel.** The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this agreement. The Contractor shall not hire, employ or contract with any person currently employed by NCDPI to furnish any material or perform any service on this contract without first assuring compliance with applicable laws of the State of North Carolina and regulations of the State Personnel Commission relating to dual or secondary employment by State employees. In the event the Contractor hires, employs or contracts with any employee of the NCDPI, that fact will be immediately reported in writing, referencing the contract number, to the Purchasing Section, Department of Public Instruction.
- 8. Key Personnel.** The Contractor shall not substitute for key personnel assigned to the performance of this contract without prior written approval from the NCDPI Project Coordinator. Key personnel are

defined as those individuals named, either by title or by individual name, in the Contractor's offer.

- 9. Subcontractor Approval.** None of the work to be performed under this contract by the Contractor or its employees shall be subcontracted without the prior written approval of NCDPI Project Coordinator, unless such arrangement was specified in its offer.
- 10. Right to Access to Persons and Records for Audit.** The NCDPI, the State Auditor and the NCDPI's internal auditors shall have access to persons and records to conduct audits of the Contractor's performance of this contract, including access to verify accounts and data affecting fees or performance, both during the period of this contract and for three years after completion hereof. Contractor agrees to maintain all pertinent documents and records relating to this contract for said period of time following completion of the contract period.
- 11. Contract Modifications.** This contract may be amended only by written amendments duly executed by and between NCDPI and the Contractor. However, to take advantage of unforeseen opportunities the NCDPI Project Coordinator may make minor modifications that (a) do not change the intent of the contract or the scope of the Contractor's performance; (b) do not increase the Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the State without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the contract must be recorded in writing and signed by the Contractor, Project Coordinator, and placed on file with the Purchasing Section, NCDPI.
- 12. Performance and Default.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the NCDPI shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the NCDPI, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the NCDPI for damages sustained by the NCDPI by virtue of any breach of this agreement, and the NCDPI may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the NCDPI from such breach can be determined. In case of default by the Contractor, the NCDPI may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The NCDPI reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the NCDPI. In addition, in the event of default by the Contractor under this contract, the NCDPI may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the NCDPI has with the Contractor, and debar the Contractor from doing future business with the NCDPI. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the NCDPI may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the NCDPI, and debar the Contractor from doing future business with the NCDPI. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 13. Contractor Bankruptcy.** The filing of a petition of bankruptcy or insolvency by or against the Contractor will terminate this contract.

- 14. Ownership of Contract Products.** The Contractor agrees that all products, records and data tapes produced under this contract become the property of NCDPI.
- 15. Indemnification. Non-State Agency -** The Contractor agrees to indemnify, save and hold harmless the NCDPI or their officers, employees, successors and assigns, from any and all claims of any nature, including claims for attorney fees and costs, arising out of or relating to the performance of this contract.
- 16. Contractor Project Coordinator.** The Contractor must designate one person employed at the executive level, preferably a vice-president or the president, who has the authority to expedite work or make adjustments in scheduling. This person will be contacted by NCDPI Project Coordinator to make such adjustments only in the case of an emergency.
- 17. Severability.** No condition in this document shall be construed to limit the enforceability of any other condition herein. In the event any term or condition contained in, or made a part of this document by reference, is negated or vacated for any reason whatsoever all other provisions shall remain fully valid and enforceable.
- 18. Liquidated Damages.** Time of delivery is imperative, especially for those critical activities, which are indicated by asterisks (\*\*\*) in the Request for Proposal, calendar of events. The Contractor agrees that for each and every day beyond the due date that 100% of the work in these critical activities, as specified in this contract, remains uncompleted or of unacceptable quality, the Contractor will pay to NCDPI the amount specified as liquidated damages in this contract. This is in addition to any other remedies available to NCDPI by law. Should the Contractor see that it will be unable to meet a delivery date, it may request, in writing to NCDPI Project Coordinator, an extension period. This request may or may not be granted at the discretion of NCDPI. If written approval for extension is granted, liquidated damages will not be assessed. If NCDPI fails to meet a delivery date without written approval from the Contractor, liquidated damages will not be assessed. NCDPI reserves the right to delay the schedule due dates.
- 19. Employment Taxes.** The contractor agrees to make all employment tax payments to the federal and state governments on the full contract amount as required by law. THE CONTRACTOR FURTHER AGREES to reimburse the NCDPI or its employees for any penalty due to the contractor's failure to make such payments.
- 20. Family Educational Rights & Privacy Act:** Student educational records are subject to 20 U.S.C. 1232g, Family Rights and Privacy Act (FERPA) and are not disclosable except in very limited circumstances. The contractor will ensure that every employee responsible for carrying out the terms of this contract is aware of the confidentiality requirements of federal law. In addition, every such employee must sign a confidentiality acknowledgement that indicates that he or she understands the legal requirements for confidentiality. The contractor is responsible for the actions of its employee and must take all precautions necessary to ensure that no violations occur. Finally, access to personally identifiable student education information will be limited to those employees who must have access to it in order to perform their responsibilities pursuant to this contract.
- 21. Certification.** By executing this contract, the signer certifies that these services are submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible Vendor/Contractor/contractor as set forth in G.S. 143-59.1. False certification

is a Class I felony.

- 22. Outsourcing.** Any Vendor/Contractor/contractor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided. If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the NCDPI responsible for the contract. Vendor/Contractor/Contractor must give notice to the NCDPI of any relocation of the Vendor/Contractor/contractor, employees of the Vendor/Contractor/contractor, subcontractors of the Vendor/Contractor/contractor, or other persons performing services under a state contract outside of the United States.
- 23. Withholding Requirements.** NCDPI is required to withhold 4% taxes from personal services income paid to nonresident contractors per G.S. 105-163.3.
- 24. Debarment Statement.** If any of the services rendered under this contract are to be paid with federal funds, the contractor hereby certifies that the organization and its principals are not suspended or debarred from doing business with the federal government.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE DEPARTMENT OF  
PUBLIC INSTRUCTION AND  
CALDWELL COUNTY SCHOOLS**

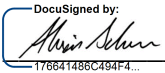
**IABS Regional Consultant: Holly Williamston**

This Memorandum of Agreement (“MOA”) is entered into between the **DEPARTMENT OF PUBLIC INSTRUCTION** (“DPI”), and **CALDWELL COUNTY SCHOOLS**, located at Caldwell County Schools, located at 1914 Hickory Boulevard SW, Lenoir NC 28645, Attention: Heather Wilson, herein referred to as the “Contractor”. The parties agree as follows:

1. Caldwell County Schools agree to perform all services described in Attachment B (Scope of Work), which is attached to this MOA and incorporated herein by reference.
2. DPI shall pay Caldwell County Schools the sum of **\$145,537.80**. The budget is attached as Attachment C, to this MOA and incorporated herein by reference, said sum to be full and complete payment for services to be rendered under this MOA.
3. Payments of actual expenditures under this MOA will be met through monthly payments for agreed upon services. Invoices shall be emailed to [expectionalchildren.invoices@dpi.nc.gov](mailto:expectionalchildren.invoices@dpi.nc.gov) for review and approval of payment. Invoices should be itemized according to budget items with travel, subscriptions and supplies further itemized, as needed. The final invoice must be received by July 30, 2025. **No invoices will be paid after July 30, 2025.**
4. DPI designates, Nicole Sinclair, Assistant Director, as the Project Coordinator for this MOA.
5. The dates and terms of this contract between DPI and Caldwell County Schools will be upon contract execution through June 30, 2025, for the period of **July 1, 2024, through June 30, 2025.**
6. Caldwell County Schools agree to comply with all DPI policies and administrative rules during performance of this MOA.
7. Any dispute arising from this MOA shall be settled by order of the State Superintendent. Such order shall be binding upon the parties.
8. If any of the services rendered under this contract are to be paid with federal funds, the contractor hereby certifies that the organization and its principals are not suspended or debarred from doing business with the federal government.
9. The Contractor and NCDPI hereby agree to all the Terms and Conditions and if additional pages are attached as an addendum or appendix to this document listed herein. See Attachment A, Contractor Certifications; Attachment B: Scope of Work; Attachment C: Budget; Attachment D: DPI Terms and Conditions.

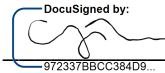
IN WITNESS THEREOF, DPI and CALDWELL COUNTY SCHOOLS have executed this agreement on the date(s) set forth below. The effective date is the date listed by the State Superintendent of the North Carolina Department of Public Instruction.

**NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION**

By:  \_\_\_\_\_  
DocuSigned by:  
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Date: 6/19/2024 | 4:14:01 PM EDT

Alexis Schauss  
Chief Financial Officer  
North Carolina Department of Public Instruction

By:  \_\_\_\_\_  
DocuSigned by:  
972337BCC384D9...

Date: 6/19/2024 | 4:57:52 PM EDT

Catherine Truitt  
State Superintendent  
North Carolina Department of Public Instruction

**CALDWELL COUNTY SCHOOLS**

By:  \_\_\_\_\_  
DocuSigned by:  
E6A52EFAF2EC4EE...

Date: 6/10/2024 | 7:42:53 AM EDT

Title: Superintendent  
Authorized Signer & Title

Budget Code: 101066-52150000-08A0380-0832956-3000

Budget Source: Federal

Strategic Priority: N/A

## ATTACHMENT A CONTRACTOR CERTIFICATIONS INSTRUCTIONS

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at: [https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143B-1350(k) can be found online at: [http://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-1350.pdf](http://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-1350.pdf)
- The text of G.S. 143-59.1 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)

### CERTIFICATIONS

- (1) Pursuant to N.C.G.S. 147-33.95(g), the State shall not enter into a contract unless the awarded Vendor/Contractor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendor/contractors are directed to review the foregoing laws. Any awarded Vendors/Contractor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.
- (2) Pursuant to G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) The undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in [G.S. 143-59.1\(c\)\(2\)](#) after December 31, 2001; **or**
    - The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in [G.S. 143-59.1\(c\)\(2\)](#) after December 31, 2001 **but** the

United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (4) The undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification may be guilty of a Class I felony.

NAME OF VENDOR/CONTRACTOR: Caldwell County Schools

SIGNATURE OF AUTHORIZED AGENT:  \_\_\_\_\_

TITLE OF AUTHORIZED AGENT: Superintendent

## **ATTACHMENT B SCOPE OF WORK**

### **Purpose of Contract**

The Office of Exceptional Children (OEC) may set aside part of its IDEA federal funds for specific, state-level activities to improve the outcomes of students with disabilities. The OEC is leveraging the authorized activities in its federal grant application to obtain contracted services for the purpose of:

- Assisting local education agencies in providing positive behavioral interventions and supports and appropriate mental health services for students with disabilities; and
- Providing technical assistance to schools and LEAs implementing comprehensive support and improvement activities or targeted support and improvement activities under section 1111(d) of the ESEA on the basis of consistent underperformance of the disaggregated subgroup of children with disabilities, including providing professional development to special and regular education teachers, who teach children with disabilities, based on scientifically based research to improve educational instruction, in order to improve academic achievement based on the challenging academic standards described in section 1111(b)(1) of the ESEA.

### **Contracted Position: IABS Consultant**

1. Provide targeted technical assistance to public school units (PSUs) to establish and maintain multi-tiered systems of support to:
  - a. Evaluate effectiveness of systems using the Facilitated Assessment of MTSS.
  - b. Analyze district and school teaming structures to the strengthen implementation of school improvement frameworks.
  - c. Engage in resource mapping to ensure core, supplemental, and intensive levels of support are fully functional and well-defined.
  - d. Establish and maintain bi-directional communication between PSU leaders and its stakeholders.
  - e. Identify a core support system that includes academic, behavioral, social, and emotional components.
2. Provide professional learning and coaching specific to evidence-based instructional strategies in the areas of academics, behavior, and social-emotional skills.
3. Collaborate with offices across the North Carolina Department of Public Instruction (NCDPI) to establish and implement evidence-based intervention/strategies for specific subgroups to:
  - a. Reduce suspension and expulsion.
  - b. Increase student performance on state-mandated assessments.
  - c. Decrease drop-out rates.
  - d. Increase graduation rates.
  - e. Facilitate family-school-community partnerships.
  - f. Close achievement gaps in reading and math.
  - g. Implement other statewide initiatives.

4. Develop/curate tip sheets/resource materials identifying high leverage practices with implementation specifics for each of the priorities noted in Scope of Work Item #3 with emphasis placed on intervention for at-risk subgroups, (i.e., race, ethnicity, disability categories, etc.).
5. Provide training and support to PSUs using the student information system, early warning system, intervention planning, and progress monitoring tools adopted by DPI.
6. Complete training on the use of the Comprehensive Needs Assessment (CNA) tool and serve on review teams upon request.
7. Create and maintain professional learning library (i.e., learning management system, etc.) specific to evidence-based intervention for academics, behavior, and social-emotional skills and organize strategies according to the categories identified in Scope of Work Item #3.
8. Maintain log of professional development/technical assistance delivered to PSUs. Log should include name of PSU, number of participants and role, topic, subgroup(s) targeted for intervention, date delivered, date follow-up completed, evidence of local implementation of support provided. Logs should be submitted monthly through electronic platform established by IABS Team Lead.
9. Provide professional learning sessions at conferences hosted by NCDPI, upon request. All materials should be provided in advance for review and approval by the office requesting the session prior to delivery.

**ATTACHMENT C  
BUDGET  
(Holly Williamston)**

**IABS REGIONAL CONSULTANT POSITION  
CALDWELL COUNTY SCHOOLS**

**July 1, 2024-June 30, 2025**

<b>Salary- Consultant</b>	<b>\$92,779.31</b>
Longevity	2,087.53
Social Security	7,257.31
Retirement (24.10%)	22,304.15
Hospitalization	8,095.00
Unemployment	200.00
<b>Total</b>	<b>\$132,723.30</b>
Travel/Subscriptions/Supplies	10,000.00
Indirect Costs (5.443%)	2,814.50
<b>Total</b>	<b>\$145,537.80</b>

**ATTACHMENT D**  
**CONTRACT TERMS AND CONDITIONS**

- 1. Contract Residency.** It is agreed between the parties hereto that the place of this contract, its situs and forum, will be Wake County, North Carolina, and in said county and state will all matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this contract, be determined. North Carolina law will govern the interpretation and construction of this contract.
- 2. Project Coordinator.** The Project Coordinator shall be responsible for ensuring Contractor conformance with the terms, conditions, performance specifications as set forth in this contract, and an evaluation of the Contractor's performance. North Carolina Department of Public Instruction (NCDPI) has complete discretion in replacing the Project Coordinator with another person of its own choosing.
- 3. Right of Termination.** NCDPI may terminate this agreement at any time at its complete discretion by thirty days written notice from NCDPI to the Contractor. In that event, all finished or unfinished documents and other materials shall, at the option of NCDPI, become its property. If the contract is terminated by NCDPI, as provided herein, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service set forth in this agreement.
- 4. Method of Payment.** The Contractor will submit an invoice or invoices according to the payment schedule set forth in this agreement. Invoices should be billed to the Payables Section, North Carolina Department of Public Instruction, but directed to the Project Coordinator, as identified herein, for approval of payment. Payment will be made within fifteen days upon receipt by the Payables Section of a requisition for payment from the Project Coordinator confirming that the Contractor has satisfactorily completed the work required under this contract and evidenced by said invoices.
- 5. Contract Funding.** It is understood and agreed between the Contractor and NCDPI that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the appropriation of funds to, and allocation by, NCDPI for the purpose set forth in this contract. Should such funds not be appropriated or allocated, this contract shall immediately be terminated. NCDPI shall not be liable to Contractor for damages of any kind (general, special or consequential) as a result of such termination.
- 6. Contract Transfer.** The Contractor shall not transfer any interest in this agreement without prior written agreement from NCDPI.
- 7. Contract Personnel.** The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this agreement. The Contractor shall not hire, employ or contract with any person currently employed by NCDPI to furnish any material or perform any service on this contract without first assuring compliance with applicable laws of the State of North Carolina and regulations of the State Personnel Commission relating to dual or secondary employment by State employees. In the event the Contractor hires, employs or contracts with any employee of the NCDPI, that fact will be immediately reported in writing, referencing the contract number, to the Purchasing Section, Department of Public Instruction.
- 8. Key Personnel.** The Contractor shall not substitute for key personnel assigned to the performance of this contract without prior written approval from the NCDPI Project Coordinator. Key personnel are

defined as those individuals named, either by title or by individual name, in the Contractor's offer.

- 9. Subcontractor Approval.** None of the work to be performed under this contract by the Contractor or its employees shall be subcontracted without the prior written approval of NCDPI Project Coordinator, unless such arrangement was specified in its offer.
- 10. Right to Access to Persons and Records for Audit.** The NCDPI, the State Auditor and the NCDPI's internal auditors shall have access to persons and records to conduct audits of the Contractor's performance of this contract, including access to verify accounts and data affecting fees or performance, both during the period of this contract and for three years after completion hereof. Contractor agrees to maintain all pertinent documents and records relating to this contract for said period of time following completion of the contract period.
- 11. Contract Modifications.** This contract may be amended only by written amendments duly executed by and between NCDPI and the Contractor. However, to take advantage of unforeseen opportunities the NCDPI Project Coordinator may make minor modifications that (a) do not change the intent of the contract or the scope of the Contractor's performance; (b) do not increase the Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the State without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the contract must be recorded in writing and signed by the Contractor, Project Coordinator, and placed on file with the Purchasing Section, NCDPI.
- 12. Performance and Default.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the NCDPI shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the NCDPI, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the NCDPI for damages sustained by the NCDPI by virtue of any breach of this agreement, and the NCDPI may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the NCDPI from such breach can be determined. In case of default by the Contractor, the NCDPI may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The NCDPI reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the NCDPI. In addition, in the event of default by the Contractor under this contract, the NCDPI may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the NCDPI has with the Contractor, and debar the Contractor from doing future business with the NCDPI. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the NCDPI may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the NCDPI, and debar the Contractor from doing future business with the NCDPI. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 13. Contractor Bankruptcy.** The filing of a petition of bankruptcy or insolvency by or against the Contractor will terminate this contract.

- 14. Ownership of Contract Products.** The Contractor agrees that all products, records and data tapes produced under this contract become the property of NCDPI.
- 15. Indemnification. Non-State Agency -** The Contractor agrees to indemnify, save and hold harmless the NCDPI or their officers, employees, successors and assigns, from any and all claims of any nature, including claims for attorney fees and costs, arising out of or relating to the performance of this contract.
- 16. Contractor Project Coordinator.** The Contractor must designate one person employed at the executive level, preferably a vice-president or the president, who has the authority to expedite work or make adjustments in scheduling. This person will be contacted by NCDPI Project Coordinator to make such adjustments only in the case of an emergency.
- 17. Severability.** No condition in this document shall be construed to limit the enforceability of any other condition herein. In the event any term or condition contained in, or made a part of this document by reference, is negated or vacated for any reason whatsoever all other provisions shall remain fully valid and enforceable.
- 18. Liquidated Damages.** Time of delivery is imperative, especially for those critical activities, which are indicated by asterisks (\*\*\*) in the Request for Proposal, calendar of events. The Contractor agrees that for each and every day beyond the due date that 100% of the work in these critical activities, as specified in this contract, remains uncompleted or of unacceptable quality, the Contractor will pay to NCDPI the amount specified as liquidated damages in this contract. This is in addition to any other remedies available to NCDPI by law. Should the Contractor see that it will be unable to meet a delivery date, it may request, in writing to NCDPI Project Coordinator, an extension period. This request may or may not be granted at the discretion of NCDPI. If written approval for extension is granted, liquidated damages will not be assessed. If NCDPI fails to meet a delivery date without written approval from the Contractor, liquidated damages will not be assessed. NCDPI reserves the right to delay the schedule due dates.
- 19. Employment Taxes.** The contractor agrees to make all employment tax payments to the federal and state governments on the full contract amount as required by law. THE CONTRACTOR FURTHER AGREES to reimburse the NCDPI or its employees for any penalty due to the contractor's failure to make such payments.
- 20. Family Educational Rights & Privacy Act:** Student educational records are subject to 20 U.S.C. 1232g, Family Rights and Privacy Act (FERPA) and are not disclosable except in very limited circumstances. The contractor will ensure that every employee responsible for carrying out the terms of this contract is aware of the confidentiality requirements of federal law. In addition, every such employee must sign a confidentiality acknowledgement that indicates that he or she understands the legal requirements for confidentiality. The contractor is responsible for the actions of its employee and must take all precautions necessary to ensure that no violations occur. Finally, access to personally identifiable student education information will be limited to those employees who must have access to it in order to perform their responsibilities pursuant to this contract.
- 21. Certification.** By executing this contract, the signer certifies that these services are submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible Vendor/Contractor/contractor as set forth in G.S. 143-59.1. False certification

is a Class I felony.

- 22. Outsourcing.** Any Vendor/Contractor/contractor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided. If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the NCDPI responsible for the contract. Vendor/Contractor/Contractor must give notice to the NCDPI of any relocation of the Vendor/Contractor/contractor, employees of the Vendor/Contractor/contractor, subcontractors of the Vendor/Contractor/contractor, or other persons performing services under a state contract outside of the United States.
- 23. Withholding Requirements.** NCDPI is required to withhold 4% taxes from personal services income paid to nonresident contractors per G.S. 105-163.3.
- 24. Debarment Statement.** If any of the services rendered under this contract are to be paid with federal funds, the contractor hereby certifies that the organization and its principals are not suspended or debarred from doing business with the federal government.



# NC DEPARTMENT OF PUBLIC INSTRUCTION

## IT Approval to Purchase

All IT-related purchases require review and approval before being purchased. IT purchases include all software, hardware, domains, websites, online resources, subscriptions, licenses, computers, laptops, TV's, iPad's, tablets, projectors, Google products, etc.

Requestor Name: Mark Samberg Phone Number: 9198028298

### Purchase Information

<b>Vendor</b>	Camcor
<b>Amount of Purchase</b>	101,449.04
<b>Item(s) Purchased</b>	See quote - AV Equipment

### Justification for Purchase In the space below, please provide a justification for this purchase.


Replacement televisions, audio system, video conferencing setup and presentation equipment for retrofit of Room 150.

STC 880A

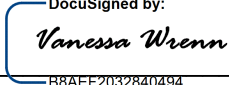
Method of Payment:  P-Card  eProcurement

### Signature Approval

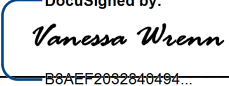
Division Director Name: Mark Samberg

Division Director Signature:  Date: 6/20/2024 | 9:12:59 AM EDT  
DocuSigned by: 7B8BB629783943F...

Deputy Superintendent Name: Vanessa Wrenn

Deputy Superintendent Signature:  Date: 6/21/2024 | 4:01:17 PM EDT  
DocuSigned by: B8AEF2032840494...

IT Approval Name: Vanessa Wrenn

IT Approval Signature:  Date: 6/21/2024 | 4:07:01 PM EDT  
DocuSigned by: B8AEF2032840494...



•• Please attach a copy of the Quote or Proposal along with this form. ••



PO Box 1899 • 2273 South Church Street  
 Burlington, NC 27216-1899  
 800-868-2462 • Fax: 800-298-1181  
 www.camcor.com

Camcor  
 camcor.com  
 Camera Corner  
 The Image Center

## QUOTATION

06867652

PLEASE REFERENCE  
 THIS NUMBER TO INSURE  
 QUOTED PRICING

Federal I.D. No. 56-0818892

2273 South Church Street Burlington, NC 27215

PG 1

TO: NC Dept of Public Instruction  
 Room 150  
 Education Bldg  
 301 N Wilmington St  
 Raleigh NC 27601-1058

CUSTOMER	DATE	QUOTE VALID UNTIL
148922	6/19/24	7/04/24
SALESPERSON		
52 Rodney Bailey - Ext 170		

TELEPHONE: 800-868-2462  
 FAX: 919-807-3290

Thank you for your inquiry. We are pleased to submit  
 the following quotation for your consideration:

QTY	ITEM NO.	DESCRIPTION	PRICE	AMOUNT
2	206020633	LG 55VSM5JW-4P 2X2 55VSM5J-H W/PEERLESS MOUNT	13450.00	26900.00
1	123024455	Extron 60-1917-01A IPCP PRO XI QUAD CONTROL PROCESSOR W/LINKLICENSE FOR	3985.00	3985.00
1	123023596	Extron 60-1381-01 10X8 SEAMLESS 4K SCALING PRESENTATION MATRIX SWITCHER	11250.00	11250.00
8	123022046	Extron 60-1331-13 LONG DISTANCE HDMI TWISTED PAIR RECEIVER - 330 FEET (100 M)	425.00	3400.00
1	123023929	Extron 60-1512-10 12X8 PRODSP DIGITAL MATRIX PROCESSOR WITH AEC AND DANTE	2575.00	2575.00
1	/APB112OWDUS	Audio PressBox APB-112-OW-D-USB	2100.00	2100.00
1	123024067	Extron 60-1563-02 7IN. WALL MOUNT TOUCHLINK PRO TOUCHPANEL - BLACK	1495.00	1495.00
1	447013264	Middle Atlantic EWR-16-22 16SP/22D ECONO WALLRK BK RACKS	795.00	795.00
4	123022045	Extron 60-1331-12 LONG DISTANCE HDMI TWISTED PAIR TRANSMITTER - 330 FEET	425.00	1700.00
2	319005245	Middle Atlantic PD-915R 9OUT, 15A, RCKMNT POWER CEN POWER DISTRIBUTION	198.00	396.00
2	/MVCS90C5007	Yealink MVCS90-C5-007 (2) Camera Kit	9250.00	18500.00
1	282015654	NETGEAR GS348PP-100NAS 48-PORT GIGABIT	640.00	640.00



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## QUOTATION

06867652

PLEASE REFERENCE  
 THIS NUMBER TO INSURE  
 QUOTED PRICING

Federal I.D. No. 56-0818892

2273 South Church Street Burlington, NC 27215

PG 2

TO: NC Dept of Public Instruction  
 Room 150  
 Education Bldg  
 301 N Wilmington St  
 Raleigh NC 27601-1058

CUSTOMER	DATE	QUOTE VALID UNTIL
148922	6/19/24	7/04/24
SALESPERSON		
52 Rodney Bailey - Ext 170		

TELEPHONE: 800-868-2462  
 FAX: 919-807-3290

Thank you for your inquiry. We are pleased to submit  
 the following quotation for your consideration:

QTY	ITEM NO.	DESCRIPTION	PRICE	AMOUNT
		ETHERNET UNMANAGED POE+ SWITCH WITH 380W		
4	123022187	Extron 60-1308-12 SPEEDMOUNT TWO-WAY SURFACE MOUNT SPEAKERS WITH 6.5IN.	445.00	1780.00
4	123023948	Extron 70-978-02 PIVOT MOUNT FOR SM 26 AND SM 28, PAIR - BLACK	194.99	779.96
2	123021582	Extron 60-850-01 ONE CHANNEL AMP, 200 WATTS AT 70 VOLTS	595.00	1190.00
2	123022174	Extron 60-1421-13 DTP TRANSMITTER FOR HDMI - DECORATOR-STYLE WALLPLATE, WHITE	455.00	910.00
6	136020352	SHURE SLXD24/SM58-J52 WIRELESS VOCAL SYSTEM WITH SM58	611.32	3667.92
2	136019101	SHURE UA844+SWB/LC FIVE-WAY ACTIVE ANTENNA SPLITTER AND POWER DISTRIBUTION	508.64	1017.28
2	136018917	SHURE UA864US WALL-MOUNTED WIDEBAND ANTENNA	436.00	872.00
1	SHUSM58S	SHURE SM58S CARDIOID DYNAMIC, ON-OFF SWITCH	95.88	95.88
1	802100048	One Year Limited Installation Warranty By Camcor. Inc.	.00	
1	INSCOMP	Installation Components: Cable/Connectors/Hardware/Tracking/Wire	4900.00	4900.00
1	INSTALL	Installation Charges	12500.00	12500.00



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2273 South Church Street Burlington, NC 27215

**QUOTATION**

06867652

PLEASE REFERENCE  
 THIS NUMBER TO INSURE  
 QUOTED PRICING

Federal I.D. No. 56-0818892

PG 3

TO: NC Dept of Public Instruction  
 Room 150  
 Education Bldg  
 301 N Wilmington St  
 Raleigh NC 27601-1058

CUSTOMER 148922	DATE 6/19/24	QUOTE VALID UNTIL 7/04/24
SALESPERSON 52 Rodney Bailey - Ext 170		

TELEPHONE: 800-868-2462  
 FAX: 919-807-3290

Thank you for your inquiry. We are pleased to submit  
 the following quotation for your consideration:

QTY	ITEM NO.	DESCRIPTION	PRICE	AMOUNT
-----	----------	-------------	-------	--------

- Provide Divide/Combine Audio Visual Presentation Solution
- Install on each side: 2x2 video wall, 2 PTZ Cameras,  
4 wall speakers
- Matrix AV switcher, audio amps, Yealink Mcore, AVHub, switch,  
control processor, & wireless mics to be located in rack  
behind wall. Audio Press Box to be in installed on one side
- Move existing TVs to back wall. (Leave side TV's in place)
- Yealink MTouch's will sit on OFE lecterns
- Run/connect cables, design, program, test, commission system
- NCDPI will be responsible for electrical outlets needed
- Three network ports will be needed from NCDPI for Yealink  
connection and Extron AV controller.

FREE FREIGHT

Terms - ACH NET 30 DAYS

Sub Total: 101449.04  
 Freight:  
 Sales Tax: .00  
 Total: 101449.04



# NC DEPARTMENT OF PUBLIC INSTRUCTION

## IT Approval to Purchase

All IT-related purchases require review and approval before being purchased. IT purchases include all software, hardware, domains, websites, online resources, subscriptions, licenses, computers, laptops, TV's, iPad's, tablets, projectors, Google products, etc.

Requestor Name: Traci Tillis Phone Number: (984) 236-2390

### Purchase Information

<b>Vendor</b>	Computer Aid, Inc. (CAI)
<b>Amount of Purchase</b>	Not to exceed \$83,200.
<b>Item(s) Purchased</b>	This is a staffing contract, and not for a product.

### Justification for Purchase In the space below, please provide a justification for this purchase.

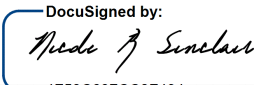
Anil Kadali, the individual staffed by CAI, provides SQL scripting support for data out of the Student Information System (SIS)-- currently PowerSchool. Anil is CRUCIAL to the development and testing of new scripts that will be used to pull data out of the new SIS (Infinite Campus) beginning in July 2024, for Phase I PSUs.

Additionally, OEC actively hiring a FT position posting for a Applications System Analyst II position, but it is not expected to be filled until late July. Thus, this CAI extension fills the gap between the current contract end date (6/30/24) until the position is filled and onboarded.


Method of Payment:  P-Card  eProcurement

### Signature Approval

Division Director Name: Nicole R Sinclair

Division Director Signature:  Date: 6/20/2024 | 11:41:20 AM EDT  
DocuSigned by: 4F59C697CC8F494...

Deputy Superintendent Name: Derrick D. Jordan

Deputy Superintendent Signature:  Date: 6/20/2024 | 12:04:55 PM EDT  
DocuSigned by: 4C4D325A301547A...

IT Approval Name: Mark Samberg

IT Approval Signature:  Date: 6/20/2024 | 12:06:48 PM EDT  
DocuSigned by: 7B8BB829789943F...



•• Please attach a copy of the Quote or Proposal along with this form. ••

### Short Term IT Staffing Contract Hiring Addendum

These questions are asked pursuant to S.L. 2015-241, Section 26.2(b)  
Please use additional space as needed to thoroughly answer the questions below.

Agency: Dept. Name/Division Department of Public Instruction Tracking Number: VMS# Date of Request: 6/11/2024

Type of Request  New  Extension (Existing Contract Expiration Date: 6/30/2024)

If this request is an extension, how long has the contractor been on contract? (Original PO Start Date: 9/29/2017)

If the request is an extension, why is the extension needed? Support of scripts created for integration during the initial implementation and Phase I of Data Integration from the new Student Information System (SIS). Creation of new scripts necessary for business needs.

Job Title: Technical Architect

Level of Experience: Expert (7+ years)

Is this request associated with a Project?  Yes  No

Project Name: \_\_\_\_\_

Number of Positions: 1 position

Length of request: 6 (months) (Estimated) Hourly Rate: \$80.00 (each)

Expected Average Hours/Week: 40 (each) Expected Cost: \$83,200 (\$80/hour x 40 hrs. per week for 26 weeks)

What is the funding source used to pay for this contractor? Federal (If Other: \_\_\_\_\_)

Budget Code: 13510 Fund Code: 1660 Cost Center: (if applicable) 32956839

Is it budgeted?  Yes  No

Business Need / Justification/ Working Title: NCDPI - Oracle PL SQL Developer

Does NCDIT provide this service? No If yes, why are you not using the service? N/A

Have you attempted to hire this skillset as a State employee?  Yes  No

If not, why not? \_\_\_\_\_

If you have attempted to hire, in what capacity?  Full Time  Time-Limited  Temporary

Under what job classification? Applications System Analyst II - DPI is currently recruiting for this position.

NCDIT  Approve  Disapprove \_\_\_\_\_ Date \_\_\_\_\_ Signature

OSBM  Approve  Disapprove \_\_\_\_\_ Date \_\_\_\_\_ Signature

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Please use additional space as needed to thoroughly answer the questions below.

Why was the position not filled? The position is actively being recruited as of this date.

Submitter's Name: Traci Tillis E-Mail Address: traci.tillis@dpi.nc.gov Phone No. (984) 236-2390

NCDIT  Approve  Disapprove \_\_\_\_\_ Date \_\_\_\_\_ Signature

OSBM  Approve  Disapprove \_\_\_\_\_ Date \_\_\_\_\_ Signature