

Type of Contract:
Service Agreement v1, v2 or v3

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

Fiscal Year (FY): 2023-2024

Person to Contact: Melissa Allen Phone/Email: 919-533-7772

Name of Contract: working to extend anti-racist education, Inc. (DBA We Are)- Implicit Bias Training for BOE

If Amendment (Amount +/-): _____ Total Contract Amount: \$3,038.00

Board Action: (Required at \$100,000) Yes No Board Meeting Date: N/A

Board Reporting: (Required at \$50,000 and amendments +/-) Yes No Board Meeting Date: _____

Items of Special Note: _____
02.6910.801.311.0171.0900

To be completed by the School or Department required for all contracts \$2,500 and up
INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:

	Initial	Date	Comments
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>SB</u>	<u>11/13/2023</u>	_____
Budget Manager/Principal/Administrator (\$2,500 - \$9,999 and All MOAs)	<u>ma</u>	<u>11/14/2023</u>	_____
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>RPT</u>	<u>11/14/2023</u>	_____
Superintendent/Chief Officer (\$100,000+ and All MOAs)	_____	_____	_____

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

	Initial	Date	Comments
Risk Management (Insurance Review)	<u>gcb</u>	<u>11/14/2023</u>	_____
Finance Officer	<u>JCP</u>	<u>11/14/2023</u>	_____
Chief Business Officer (Required ≥ \$100,000)	_____	_____	_____
School Board Attorney (As required by the Chief Officer or Superintendent)	_____	_____	_____

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

Finance Officer _____ Date _____

POR Approval PG





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

PAYMENT TERMS
 Net 30
PO REVISION
 1

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.

TO
 WORKING TO EXTEND ANTI-RACIST EDUCATION DBA WE ARE
 C/O RONDA TAYLOR BULLOCK
 600 E UMSTEAD ST
 DURHAM, NC 27701

SHIP TO
 Board of Education - 900
 Crossroads I, 5625 Dillard Drive
 Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
14-NOV-23	Destination	Prepaid	Gooding, Petra, pgooding@wcpss.net 919-588-3456 EXT. 83456

WCPSS Deliver To Only: Taylor, Doctor Robert P

Board of Education - 900 (ROBERT P TAYLOR)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		02.6910.801.311.0171.0900.000 ONE (1) TWO HOUR TRAINING WORKSHOP ON IMPLICIT BIAS FOR THE BOARD OF EDUCATION	2500	Dollar	1.00	2,500.00
2		02.6910.801.311.0171.0900.000 TRAVEL FEE FOR ONE HOUR	38	Dollar	1.00	38.00
3		02.6910.801.311.0171.0900.000 PREPARATION / PLANNING TIME 2 HOURS @ \$250/EA	500	Dollar	1.00	500.00
Net Total:						3,038.00

PRE-AUDIT CERTIFICATE

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

Lisha C. Posey
 FINANCE OFFICER

* WAKE COUNTY PUBLIC SCHOOL SYSTEM *
 * IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC *
 * SALES TAX WHEN INVOICING. *

Debra S. Wallace
 SENIOR DIRECTOR OF PURCHASING

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** – Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order. By accepting this purchase order, the vendor grants to the purchaser the right to audit vendor's books and records and to make any copies and extracts of any books or records related to the performance of this contract.
2. **PRICES** – Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
3. **PRICE INCREASES** – All requests for price increases or additional shipping charges must be approved by the Purchasing Department prior to shipment. Send request to Purchasing Department, Wake County Public School System, 1551 Rock Quarry Road, Raleigh, N.C. 27610-4145, or Phone (919) 588-3444, or Fax (919) 856-8107.
4. **DELIVERY** – Each shipment must be plainly labeled with the Purchase Order Number and delivered to the address and marked to the attention of the individual or department indicated on the face of this order. A complete packing list must accompany each shipment with any cancellation/back orders indicated.
5. **REJECTED MATERIALS** – Substitute items which are rejected will be returned to the vendor at the vendor's risk and expense.
6. **INVOICES** – Mail, deliver or email all invoices to Accounting Department, Wake County Public School System, 111 Corning Rd, Suite 250, Cary, N.C. 27518. Phone (919) 694-0312. Email: acctspay@wcpss.net. Invoices must show our Purchase Order Number. Invoices will not be paid prior to receipt of items ordered. Adequate and reasonable descriptions and/or written documentation are required for all invoices. All invoices must be in U.S. Dollars.
7. **CANCELLATION** - Wake County Public School System reserves the right to cancel this order in whole or in part at any time by written or telephone notice effective upon receipt by vendor. Any item on this order not received within 61 days from the date of the order, will automatically be cancelled.
8. **ASSIGNMENT** - This Purchase Order may not be assigned by the vendor in whole or in part without prior approval from Wake County Public School System's Purchasing Department.
9. **FREIGHT** - Freight charges and cash discounts are indicated on the face of this Purchase Order.
10. **LEGAL** - It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto. Also, the vendor shall defend actions or claims brought and save harmless Wake County Public School System or its officials or employees from loss, cost, or damage by reason of actual or alleged violation.
11. **COMPLIANCE WITH E-VERIFY** - Provider shall comply with all applicable laws and regulations in providing services under this contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
12. **COMPLIANCE WITH AFFORDABLE CARE ACT** - Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
13. **PROVIDER'S REPRESENTATIONS** - Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

Vendor is specifically reminded that state law and board policy prohibit vendors from giving gifts or favors to school system employees in any way involved in the contracting process.



WAKE COUNTY PUBLIC SCHOOL SYSTEM
 DocuSign Envelope ID: B2B07E71-EBCB-46C9-BE57-234F7D0F6EA1
RALEIGH, NC 27610-4145

PURCHASE ORDER

263273

Page 1 of 1

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

PAYMENT TERMS
 Net 30
PO REVISION
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TO
 WORKING TO EXTEND ANTI-RACIST EDUCATION DBA WE ARE
 C/O RONDA TAYLOR BULLOCK
 600 E UMSTEAD ST
 DURHAM, NC 27701

SHIP TO
 Board of Education - 900
 Crossroads I, 5625 Dillard Drive
 Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
14-NOV-23	Destination	Prepaid	Gooding, Petra, pgooding@wcpss.net 919-588-3456 EXT. 83456

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Board of Education - 900 (ROBERT P TAYLOR)

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3		02.6910.801.311.0171.0900.000 PREPARATION / PLANNING TIME 2 HOURS @ \$250/EA	500	Dollar	1.00	

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

 DATE

PARTIAL

FINAL

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

 DATE



**WAKE COUNTY
PUBLIC SCHOOL SYSTEM**

Raleigh, North Carolina

Purchase Order Requisition Form

Dept. Requisition No. _____ **Date:** 11/9/2023 **Purchase Order No.** _____

Vendor: We Are Working to Extend anti-racist education, Inc.
Address: 600 East Umstead Street
 Durham, NC 27701

School/Department: 900/ Board of Education
Address: Crossroads I - 5625 Dillard Drive
 Cary, NC 27518

Attention: _____

SHIP TO: Central Receiving OR School/Dept X
Attention: Dr. Robert P. Taylor

Budget Code A 02.6910.801.311.0171.0900	Amount \$ 3,038.00	Budget Code C	Amount
Budget Code B	Amount	Budget Code D	Amount

QTY	UNIT	VENDOR CAT. #	CODE	WCPSS ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
					One, two-hour training workshop on implicit bias for the Board of Education		\$ 2,500.00
					Travel fee 1 hour x \$38		\$ 38.00
					Preparation/Planning Time 2 hours x \$250		\$ 500.00
							\$ -
							\$ -
							\$ -
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							\$ -

Melissa Allen
 Requestor's Signature

Phone: 919-533-7772

Robert P. Taylor

Email: mrallen@wcpss.net

Budget Manager's Name (please print)

Robert P. Taylor

Budget Manager's Signature approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed

Assistant or Associate Superintendent Signature approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed.

SUB TOTAL(S)	\$	3,038.00
SHIPPING CHARGES		
NC SALES TAX		
NET TOTAL	\$	3,038.00



**WAKE COUNTY
PUBLIC SCHOOL SYSTEM**

Board of Education

Service Agreement/Contract

Justification/Negotiation Statement

Requestor's Name: Melissa Allen

Vendor's Name: Working to Extend Anti-Racist Education, Inc. (DBA We Are)

Date: **November 9, 2023**

Justification (why services are required): Implicit Bias Training for the Board

Scope of Services (what is being provided and measurable outcomes): One, two-hour workshop on Implicit Bias Training

Negotiation (Price/terms negotiated; if bid or quote for services is not the lowest of the three quotes or submitted bids please justify): Total \$3,038. Two-hour workshop - \$2500, travel fee – one hour travel fee - \$38, preparation/planning time - \$500

WAKE COUNTY PUBLIC SCHOOL SYSTEM

This contract (the "Contract") is made and entered into this 16th day of October, 2023, between the Wake County Board of Education (the "School System"), 5625 Dillard Drive, Cary, NC 27518, and Working to Extend Anti-Racist Education, Inc. (DBA we are) (the "Provider"), 600 East Umstead Street, Durham, NC 27701.

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

1. Obligations and Representations of Parties. Provider hereby agrees to provide the following services to the School System: One, two-hour workshop on Implicit Bias for the Board on November 16, 2023 at designated times and sites as specifically requested and authorized by the School System. The work will be completed in a manner acceptable to the School System and in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference. All agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services. The parties acknowledge that the Wake County Board of Education has authorized the Superintendent or designee to enter into service contracts involving expenditures of up to \$100,000. The parties further acknowledge that the School System may perform all or part of its obligations pursuant to this Contract through the Superintendent or designee.
2. Compensation. The School System hereby agrees to compensate Provider in the amount (not to exceed) \$3,038.00, once all services have been rendered in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s).
3. Contract Funding. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
4. Term. The services described in this Contract will be provided on November 16, 2023, unless sooner terminated as herein provided.
5. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System, be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will provide a prorated payment for all services performed as of the date of termination.
6. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
7. Insurance. Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain ~~\$1,000,000~~ in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The Wake County Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.
8. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of

11/14/2023

services under this Contract.

9. Monitoring and Auditing. Provider shall maintain, during the entirety of this Contract term, including any extensions, and for three (3) years thereafter, receipts, records, and/or documents to support the following: the cost of materials purchased for Projects completed under this Contract by the Provider or its subcontractor; the number of labor hours billed by the Provider's employees and its subcontractors; the sales tax paid by the Provider and its subcontractors for materials; and the names and contact information for all of Provider's employees or subcontractors who performed work under this Contract. Provider must be able to provide this supporting documentation to the School System upon request during the Contract term, including any extensions, and within three (3) years thereafter. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract.
10. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this Contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent, or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
11. Lunsford Act/Criminal Background Check. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will interact with students, including remote interaction, or engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. In addition, Provider shall promptly notify the School System if Provider becomes aware that any contractual personnel identified on a current Sexual Offender Registry Check Certification Form is subsequently charged with or convicted of a crime that would require the contractual personnel to register as a sex offender under Article 27A of Chapter 14 of the General Statutes. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. If requested by

the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the school system to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

12. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
13. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
14. Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. North Carolina law will govern the interpretation and construction of the Contract. Provider shall comply with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
15. Provider's Representations. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

Provider is duly qualified to do business in North Carolina. If Provider is a business entity that is not registered in North Carolina, prior to beginning the services described by this Contract, Provider shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Provider is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

16. Anti-Nepotism. Unless disclosed to the School System in writing prior to the Board's approval and execution of the Contract, Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Wake County Board of Education or of any principal or central office staff administrator employed by the Wake County Board of Education. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent. Unless disclosed prior to the execution of the Contract or formally waived by the Wake County Board of Education at a Board meeting, the existence of a family relationship covered by this Contract is grounds for immediate termination by Owner without further financial liability to Provider.

Applicable Wake County Board of Education Policies. Provider acknowledges that the Wake County Board of


Education has adopted policies governing its relationship with vendors and conduct on School System property and agrees to abide by any and all relevant WCPSS policies during the term of the contract and while on School System property. WCPSS's Provider related polices can be viewed at <https://www.wcpss.net/Page/45862> and are incorporated into this Contract by reference.

- 17. Entire Agreement. This Contract may be amended only by written amendments duly executed by and between the School System and Provider. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
- 18. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. The Parties agree that scanned, faxed, and/or electronically transmitted copies of this Contract will have the same validity and force as an original, and that scanned, faxed, or electronic signatures shall be deemed original signatures for purposes of this Contract and given the same legal effect as original signatures.
- 19. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

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

WAKE COUNTY BOARD OF EDUCATION

PROVIDER

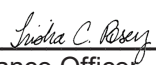


Dr. Robert P. Taylor, Superintendent



Authorized Signature

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

 11/14/2023

Finance Officer Date

Attachment A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE

Project Name: _____ Contract: _____

Check the appropriate box to indicate the type of check:

Initial Supplemental Annual

I, Ronda Taylor Bullock (insert name), Dr. Ronda Taylor Bullock (insert title) of working to extend anti-racism education, Inc hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

1.	<u>Ronda Taylor Bullock</u>	<u>Executive Director</u>
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10..	_____	_____

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

Ronda Taylor Bullock (print name)

Ronda Taylor Bullock 11/14/2023 (signature / date)



we are
working to extend anti-racist education

ronda taylor bullock, phd
lead curator

October 16, 2023

Hello Melissa Allen,

I hope you are doing well. I am writing to share a proposal for professional development led by **we are** for Wake County Public Schools System Board of Education (WCPSS BOE). Based on our previous conversation, I have outlined the purpose and goals of this engagement, along with pricing information. The professional development will include interactive learning sessions, with whole group and small group learning. Please let me know your thoughts.

Purpose: The purpose of this engagement is to provide consultancy, using an anti-racism framework, and professional development for staff members of WCPSS BOE.

Goals: By the end of our engagement participants will be able to:

- Recognize and challenge their own biases
- Move beyond individual bigotry and bias to a structural and institutional analysis of racism
- Make historical connections between education & systemic racism

Estimated Cost:		
One, two-hour workshop on Implicit Bias	2 hours x \$1250 hr	\$2,500
Travel Fee	1 hour x \$38	\$38
Preparation/Planning Time	2 hrs x \$250 hr	\$500
Total		\$3,038

If you have additional questions or concerns, feel free email me.

Much peace,

Ronda Taylor Bullock

Ronda Taylor Bullock, PhD
Lead Curator (Executive Director)



Wake County Public School System Vendor Information Form

In order to be an active vendor with the Wake County Public School System and to have purchase orders and checks issued to you, a completed, TYPED Vendor Information Form must be submitted to our purchasing department. Please complete the Vendor Information Form and email to purchasing@wcpss.net

ORDER ADDRESS:

VENDOR NAME: working to extend anti-racist education, Inc (DBA we are)

STREET/PO BOX: 600 East Umstead Street, Durham, NC 27701

CITY, STATE, ZIP CODE: Durham, NC 27701

PAY ADDRESS (IF DIFFERENT FROM ORDER ADDRESS):

VENDOR NAME: _____

STREET/PO BOX: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: Dr. Ronda Taylor Bullock

TELEPHONE #: (984) 377-5761

FAX #: ()

E-MAIL ADDRESS: ronda@weare-nc.org

FEDERAL TAX ID #: | 8 | 2 | - | 3 | 0 | 4 | 3 | 2 | 7 | 8 | OR

SOCIAL SECURITY #: | | | - | | | - | | | | |

(YOU MUST PROVIDE US A TAXPAYER ID # (EITHER SS# OR FEDERAL ID #) IN ORDER TO RECEIVE PAYMENT)

1. Name(s) of Owner(s) of Company: Dr. Ronda Taylor Bullock
2. Are any owners in #1 related to any employee of Wake County Public School System? Yes _____ No No
3. If your answer to #2 above is Yes: Owner Name _____

- | | | | |
|--|----------------|-------------------------|--------------|
| | WCPSS Employee | Position/Dept. Employed | Relationship |
|--|----------------|-------------------------|--------------|
4. Is your company incorporated? Yes X No _____
 5. Invoice payment terms? Net 30 X 1% 10 Net 30 _____ 2% 10 Net 30 _____ Other _____
 6. Is your company a vendor of any N.C. Department of Administration Division of Purchase and Contract certification? Yes _____ No _____ Not Sure X
 7. This firm certifies that it is a: Woman Owned X Minority Owned X Disabled Owned _____ Small Business Enterprise _____

(NOTE: TO QUALIFY FOR W/M/D STATUS, 51% OF THE COMPANY MUST BE OWNED AND CONTROLLED BY A WOMAN, MINORITY, OR DISABLED INDIVIDUAL)

8. Are you a supplier of goods _____ or a service provider X
9. Are you a government agency? Yes _____ No X
10. Do you receive retirement income from the N.C. Retirement System? Yes _____ No X

Please mail /email completed Vendor Information Form to: **Wake County Public School System**
ATTENTION: Purchasing Department
1551 Rock Quarry Rd
Raleigh, NC 27610-4145
Email: purchasing@wcpss.net

Revised 10/5/2022



ADMINISTRATIVE SERVICES
Purchasing

1551 Rock QUARRY ROAD
RALEIGH, NORTH CAROLINA 27610-4145
PHONE: 919.694-8726
EMAIL: PURCHASING@WCPSS.NET

Minority, Women, Small Business Enterprise Information:

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in the procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled. Parties are asked to complete the following information:

Check all that apply:

- Minority Owned Business
- Woman Owned Business
- Disabled Owned Business
- Small Business Enterprise

- Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.
- No, my company has not yet received HUB or MWBE certification but meets the above criteria.
- No, my company is not a minority, woman, disabled owned or small business enterprise.

Vendor Signature: Ronda Taylor Bullock

Date: 10.16.2023

Print Name: Ronda Taylor Bullock

Notes to Vendor:

- Questions 2-3 are to satisfy the conflict-of-interest standards of the Wake County Board of Education.
- Question 4 relates to Internal Revenue Service reporting requirements. To be an active vendor you must provide either a federal tax identification number or a social security number.
- Question 5 relates to your payment terms.
- Questions 6-7 are to satisfy North Carolina statutes, which require identification of expenditures with vendors on state contract and with companies owned by minorities, women, disabled persons, and/or small business enterprises.
- Question 8 relates to goods or services. You are a supplier if your company is actually selling a particular item or items.
- Question 9 relates to government agencies.
- Question 10 relates to required reporting to the NC Retirement System.

Any person or entity receiving payment from the Wake County Public School System, regardless of reason, is for our purposes considered to be a vendor.

If you have any questions, please email us. Please send your completed Vendor Information Form to purchasing@wcpss.net. Thank you for your prompt attention to this request.



WORKTOE-01

MBRADY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2023

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

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

PRODUCER: First Citizens Insurance Services... CONTACT NAME, PHONE: (888) 322-4678, FAX: (919) 716-2226, E-MAIL ADDRESS: insurance@firstcitizens.com... INSURER(S) AFFORDING COVERAGE: Nautilus Insurance Company, Scottsdale Indemnity Company

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Directors and Office.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Wake County Board of Education is included as an Additional Insured with respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

Wake County Board Of Education, 5625 Dillard Drive, Durham, NC 27701. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

gail Bell

Certificate Of Completion

Envelope Id: B2B07E71EBCB46C9BE57234F7D0F6EA1	Status: Completed
Subject: Priority DocuSign: We Are - Implicit Bias Training and Board of Education	
Source Envelope:	
Document Pages: 15	Signatures: 7
Certificate Pages: 6	Initials: 8
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Melissa Allen
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	5625 Dillard Drive
	Cary, NC 27518
	mrallen@wcpss.net
	IP Address: 152.26.89.233

Record Tracking

Status: Original	Holder: Melissa Allen	Location: DocuSign
11/9/2023 3:45:15 PM	mrallen@wcpss.net	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Wake County Public School System	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
Susan Barrier		Sent: 11/13/2023 7:11:48 PM
sbarrier@wcpss.net		Viewed: 11/13/2023 7:12:04 PM
Fiscal Administrator		Signed: 11/13/2023 7:12:09 PM
Wake County Public School System	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 152.26.89.222	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melissa Allen		Sent: 11/13/2023 7:12:11 PM
mrallen@wcpss.net		Viewed: 11/14/2023 9:00:08 AM
Administrator		Signed: 11/14/2023 9:00:19 AM
WCPSS	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 152.26.89.233	


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robert P. Taylor		Sent: 11/14/2023 9:00:22 AM
rptaylor@wcpss.net		Viewed: 11/14/2023 9:07:09 AM
Superintendent		Signed: 11/14/2023 9:08:11 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
	Using IP Address: 152.26.89.211	
	Signed using mobile	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Petra Gooding		Sent: 11/14/2023 9:08:14 AM
docusign-routing@wcpss.net		Viewed: 11/14/2023 9:22:00 AM
Buyer		Signed: 11/14/2023 9:29:17 AM
WCPSS	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 152.26.89.214	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Processing Technician docusign-processing@wcpss.net Security Level: Email, Account Authentication (None)	Completed Using IP Address: 152.26.89.237	Sent: 11/14/2023 9:29:21 AM Viewed: 11/14/2023 10:56:06 AM Signed: 11/14/2023 11:41:18 AM
Electronic Record and Signature Disclosure: Accepted: 11/14/2023 11:40:56 AM ID: e3536dd4-d7de-488e-8e6c-ada2a7d57f83		
Trisha C. Posey tposey@wcpss.net Finance Officer Wake County Public School System Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 152.26.89.223	Sent: 11/14/2023 11:41:21 AM Viewed: 11/14/2023 2:16:21 PM Signed: 11/14/2023 2:19:05 PM
Electronic Record and Signature Disclosure: Accepted: 6/23/2022 10:46:18 PM ID: 2457bd94-9e86-417f-9d10-308557e7f4da		
g cecil Bell gbell@wcpss.net Risk Management Sr. Director Wake County Public School System Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 152.26.89.205	Sent: 11/14/2023 11:41:21 AM Viewed: 11/14/2023 12:12:43 PM Signed: 11/14/2023 12:16:48 PM Freeform Signing
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ronda Taylor Bullock ronda@weare-nc.org Dr. Ronda Taylor Bullock working to extend anti-racist education, Inc. Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.99.161.190	Sent: 11/14/2023 2:19:09 PM Viewed: 11/14/2023 3:14:01 PM Signed: 11/14/2023 3:17:13 PM
Electronic Record and Signature Disclosure: Accepted: 11/14/2023 3:14:01 PM ID: 27bd75c1-6350-40ce-ae28-a8e4211a4850		
Contract Filing contracts@wcpss.net Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 152.26.89.232	Sent: 11/14/2023 3:17:17 PM Viewed: 11/14/2023 3:45:50 PM Signed: 11/14/2023 3:47:49 PM
Electronic Record and Signature Disclosure: Accepted: 11/14/2023 3:45:50 PM ID: 17c3b7af-96f7-4304-81a2-939768f5e991		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Susan Barrier sbarrier@wcpss.net Fiscal Administrator Wake County Public School System Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">VIEWED</div> Using IP Address: 152.26.89.222	Sent: 11/9/2023 4:30:18 PM Viewed: 11/13/2023 6:45:35 PM Completed: 11/13/2023 7:11:47 PM
Electronic Record and Signature Disclosure:		

Editor Delivery Events	Status	Timestamp
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Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Lindsay Mahaffey
lmahaffey@wcpss.net
Board Chair



Sent: 11/14/2023 3:17:16 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/9/2023 4:30:18 PM
Envelope Updated	Security Checked	11/9/2023 5:18:12 PM
Envelope Updated	Security Checked	11/9/2023 5:18:12 PM
Envelope Updated	Security Checked	11/9/2023 5:18:12 PM
Envelope Updated	Security Checked	11/9/2023 5:18:12 PM
Envelope Updated	Security Checked	11/13/2023 7:11:47 PM
Envelope Updated	Security Checked	11/13/2023 7:11:47 PM
Envelope Updated	Security Checked	11/13/2023 7:11:47 PM
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Envelope Updated	Security Checked	11/13/2023 7:11:48 PM
Envelope Updated	Security Checked	11/13/2023 7:11:48 PM
Envelope Updated	Security Checked	11/13/2023 7:11:48 PM
Certified Delivered	Security Checked	11/14/2023 3:45:50 PM
Signing Complete	Security Checked	11/14/2023 3:47:49 PM
Completed	Security Checked	11/14/2023 3:47:49 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wake County Public School System (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wake County Public School System:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tposey@wcpss.net

To advise Wake County Public School System of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tposey@wcpss.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wake County Public School System

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tposey@wcpss.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wake County Public School System

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tposey@wcpss.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wake County Public School System as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wake County Public School System during the course of your relationship with Wake County Public School System.