

Type of Contract:
Contract Amendment

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

Fiscal Year (FY): 2021-2022

Person to Call for Pick up: Lorraine Dumas Phone: 919-533-7238

Name of Contract: Central Carolina Regional Education Service Alliance (CCRESA)
Positions On-Loan

If Change Order - (Amount +/-): \$0 Total Contract Amount: \$250,000.00

Board Action: (Required at \$100,000) Yes No Board Meeting Date: June 1, 2021

Budget Code: REVENUE CONTRACT

Items of Special Note: Continue the CCRESA on-loan positions to support the Central Carolina Teacher Initiative (CCTI) program. This is the final renewal year. Parties will have to enter into a new agreement for school year 2022-2023 if the CCTI program continues past 6/30/2022 and both parties are in agreement.

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
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>TP</u> <small>DS</small>	<u>5/20/2021</u>
Administrator (\$2,500 - \$9,999 and All MOAs)	<u>MA</u> <small>DS</small>	<u>5/20/2021</u>
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>agm</u> <small>DS</small>	<u>5/20/2021</u>
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<u>DN</u> <small>DS</small>	<u>5/20/2021</u>

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

	Initial	Date
Risk Management (Insurance Review)	<u>gcb</u> <small>DS</small>	<u>5/22/2021</u>
Finance Officer	<u>MW</u> <small>DS</small>	<u>5/21/2021</u>
Chief Business Officer (Required ≥ \$100,000)	<u>DN</u> <small>DS</small>	<u>5/20/2021</u>
School Board Attorney (As required by the Chief Officer or Superintendent)	_____	_____

Comments:

REVENUE CONTRACT
COI evidence only with WCB0E cert holder gcb 5/22/21

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

Finance Officer Mark Winters Date 5/21/2021

A6D8D05FC819464...

POR Approval _____ FIN 25130

CONTRACT AMENDMENT

This amendment is made by and between Wake County Board of Education (the “School System”), located at 5625 Dillard Drive, Cary North Carolina 27518 and Central Carolina Regional Education Service Alliance, or CCRESA, located at 7208 Falls of the Neuse, Suite 104, Raleigh, NC 27615.

The School System and CCRESA previously entered into this agreement as of May 1, 2017 and the parties desire to modify its terms in accordance with this amendment. The original agreement included reimbursement for up to 3 full time positions.

Both parties agree to the terms and conditions set forth in the original agreement and the changes included below:

1. Extend the Central Carolina RESA on-loan positions to support the Central Carolina Teacher Initiative (CCTI) program for one year (July 1, 2021 – June 30, 2022).
2. This is the final renewal year. If the CCTI program continues past June 30, 2022, and both parties are in agreement, they will enter into a new contract for the school year 2022-2023.

Annual reimbursement is for (2) positions with a reimbursement of up to \$250,000 per year.

WAKE COUNTY BOARD OF EDUCATION

CENTRAL CAROLINA REGIONAL
EDUCATION SERVICE ALLICANCE

By: _____
Keith A. Sutton, Board Chair

By: _____
Dr. Edward Croom, Director

DATE _____

DATE _____

Type of Contract:

Contract Admendment

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

Fiscal Year (FY): 2020-2021

Person to Call for Pick up: Lorraine Dumas Phone: 919-533-7238

Name of Contract: Central Carolina Regional Education Service Alliance (CCRESA)

If Change Order - (Amount +/-): _____ Total Contract Amount: \$ 250,000.00

Board Action: (Required at \$100,000) Yes No Board Meeting Date: June 2, 2020

Budget Code: Revenue contract

Items of Special Note: To continue the CCRESA on-loan positions to support the alternative teacher preparation program.

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:

	<u>Initial</u>	<u>Date</u>
Administrator (\$2,500 - \$9,999 and All MOAs)	<u>MAH</u>	<u>4/22/2020</u>
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>TP</u>	<u>4/23/20</u>
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>aym</u>	<u>4/23/2020</u>
Chief Officer (\$100,000+ and All MOAs)	<u>ON</u>	<u>5/12/2020</u>

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

	<u>Initial</u>	<u>Date</u>
Risk Management (Insurance Review)	<u>gcb</u>	<u>5/6/20</u>
Finance Officer *	<u>mbw</u>	<u>5/6/20</u>
Chief Operating Officer (Required at \$100,000 +)	_____	_____
School Board Attorney (As required by the Chief Officer or Superintendent)	_____	_____

Comments: 2020-2021 Revenue Contract

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

Type of Contract:

Contract Admendment

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

FINANCE/ACCOUNTING
MAR 24 2020

Fiscal Year (FY): 2019-2020

Person to Call for Pick up: Lorraine Dumas Phone: 919-533-7238

Name of Contract: Central Carolina Regional Education Service Alliance (CCRESA)

If Change Order - (Amount +/-): \$ 35,000.00 Total Contract Amount: \$ 160,000.00

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

Budget Code: Revenue Grant

Items of Special Note: Increase the number of on-loan positions to 2 for the remainder of the 2019-2020 school year effective April 1, 2020, for a total reimbursement of up to \$160,000 with renewable one-year terms thereafter.

**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:**

	<u>Initial</u>	<u>Date</u>
Administrator (\$2,500 - \$9,999 and All MOAs)	<u>[Signature]</u>	<u>3/6/20</u>
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>[Signature]</u>	<u>3/17/20</u>
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>[Signature]</u>	<u>3/24/2020</u>
Chief Officer (\$100,000+ and All MOAs)	_____	_____

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

	<u>Initial</u>	<u>Date</u>
Risk Management (Insurance Review)	<u>[Signature]</u>	<u>3/31/20</u>
Finance Officer *	<u>[Signature]</u>	<u>3/25/20</u>
Chief Operating Officer (Required at \$100,000 +)	<u>[Signature]</u>	<u>5/22/2020</u>
School Board Attorney (As required by the Chief Officer or Superintendent)	_____	_____

Comments:

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

FIN 23220

CONTRACT AMENDMENT


This amendment is made by and between Wake County Board of Education (the "School System"), located at 5625 Dillard Drive, Cary North Carolina 27518 and Central Carolina Regional Education Service Alliance, or CCRESA, located at 7208 Falls of the Neuse, Suite 104, Raleigh, NC 27615.

The School System and CCRESA previously entered into this agreement as of May 1, 2017 and the parties desire to modify its terms in accordance with this amendment. The original agreement included reimbursement for up to 3 full time positions but was amended for the 2019-2020 school year to include only one position.

Both parties agree to the terms and conditions set forth in the original agreement and the changes included below:

1. Amend the on-loan positions to include a second position effective April 1, 2020 for the remainder of the current 2019-2020 contract. This will increase the reimbursement amount of the current contract by up to \$35,000, for a total reimbursement amount of \$160,000.

WAKE COUNTY BOARD OF EDUCATION

By: 
Anthony Muffilo, Assistant Superintendent
of Human Resources

DATE 4/7/2020

**CENTRAL CAROLINA REGIONAL
EDUCATION SERVICE ALLIANCE**

By: 
Dr. Edward Croom, Director

DATE 4/6/2020

Type of Contract:

Contract Admendment Renewme

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Contract Routing Form 1950

FINANCE/ACCOUNTING

JUN 11 2019

Fiscal Year (FY): 2019-2020

Person to Call for Pick up: Lorraine Dumas Phone: 919-533-7238

Name of Contract: Central Carolina Regional Education Service Alliance (CCRESA)

If Change Order - (Amount +/-): _____ Total Contract Amount: \$ 125,000.00

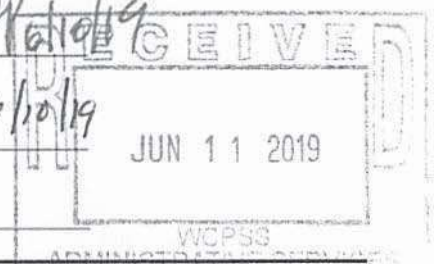
Board Action: (Required at \$100,000) Yes No Board Meeting Date: 06/18/2019

Budget Code: Revenue Grant

Items of Special Note: To continue the CCRESA on-loan positions to support the local alternative teacher preparation program for one year (July 1, 2019 through June 30, 2020), with renewable one-year terms thereafter. Annual reimbursement is for one position with a reimbursement of up to \$125,000 per

**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
Administrator (\$2,500 - \$9,999 and All MOAs)	<u>mad</u>	<u>6/10/19</u>
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>[Signature]</u>	<u>6/10/19</u>
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>[Signature]</u>	<u>6/10/19</u>
Chief Officer (\$100,000+ and All MOAs)	_____	_____



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

	Initial	Date
Risk Management (Insurance Review)	<u>gcb</u>	<u>6/11/2019</u>
Finance Officer *	<u>[Signature]</u>	<u>6/11/19</u>
Chief Operating Officer (Required at \$100,000 +)	<u>DN</u>	<u>6/11/19</u>
School Board Attorney (As required by the Chief Officer or Superintendent)	_____	_____
Comments:	<u>* 2019-20 contract</u>	

Prepared by [Signature] only approve by gcb

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

FIN 21947

CONTRACT AMENDMENT

This amendment is made by and between Wake County Board of Education (the "School System"), located at 5625 Dillard Drive, Cary North Carolina 27518 and Central Carolina Regional Education Service Alliance, or CCRESA, located at 7208 Falls of the Neuse, Suite 104, Raleigh, NC 27615.

The School System and CCRESA previously entered into this agreement as of May 1, 2017 and the parties desire to modify its terms in accordance with this amendment.

Both parties agree to the terms and conditions set forth in the original agreement and the changes included below:

Extend the Central Carolina RESA on-loan positions to support the local alternative teacher preparation program for one year (July 1, 2019 – June 30, 2020), with renewable one year terms; thereafter. Annual reimbursement is for (1) position with a reimbursement up to \$125,000 per year.

WAKE COUNTY BOARD OF EDUCATION

CENTRAL CAROLINA REGIONAL
EDUCATION SERVICE ALLICANCE

By: 

Dr. James Martin, Board Chair

By: 

Dr. Edward Croom, Director

DATE 7/12/19

DATE 7/12/19

WAKE COUNTY PUBLIC SCHOOL SYSTEM

- Check Box for Contract Type:
- Service Agreement: Version 1, 2, or 3
 - Memorandum of Agreement (MOA)
 - Change Order
 - Revenue Contract / Grant

Contract Routing Form 1950

Person to Call for Pick up: Lorraine Dumas Phone: (919) 533-7238

Name of Contract Vendor: Central Carolina Regional Education Service Alliance (CC RESA)

If Change Order - Amount of Change: _____ Total Contract Amount: \$250,000.00

Board Action (Required at \$100,000): Yes No Board Meeting Date: 07-10-2018

Budget Code: Revenue Grant

Items of Special Note:

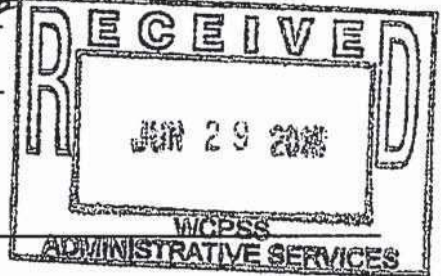
To continue the Central Carolina RESA on-loan positions to support the local alternative teacher preparation program for one year (July 1, 2018 through June 30, 2019), with renewable, one-year terms thereafter. Annual reimbursement is for three (3) positions with a reimbursement of up to \$250,000 per year.

**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:**

	<u>Initial</u>	<u>Date</u>
Administrator (\$2,500 to \$9,999)	<u>MD</u>	<u>6/27/18</u>
Leadership Team Supervisor or Area Superintendent (\$10,000 to \$99,999 and All MOA's)	<u>BSZ</u>	<u>6/27/18</u>
Chief Officer or Deputy (\$100,000 plus and All MOA's)	_____	_____

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

	<u>Initial</u>	<u>Date</u>
Risk Management	<u>CCB</u>	<u>6/29/18</u>
Required Certification of Funds	_____	_____
Finance Officer	<u>M</u>	<u>6/29/18</u>
Chief Operating Officer	<u>[Signature]</u>	<u>7/5/18</u>
School Board Attorney (As required by Chief Officer, Area or Deputy Superintendent)	_____	_____



Comments: * 2018-19 Contract

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

EA 6/27/2018
OP 6/27/18

CONTRACT AMENDMENT

This amendment is made by and between Wake County Board of Education (the "School System"), located at 5625 Dillard Drive, Cary North Carolina 27518 and Central Carolina Regional Education Service Alliance (CC RESA), located at 7208 Falls of Neuse, Suite 104, Raleigh, NC 27615.

The School System and Central Carolina Regional Education Service Alliance (CC RESA) previously entered into this agreement as of May 1, 2017 and the parties desire to modify its terms in accordance with this amendment.

Both parties agree to the terms and conditions set forth in the original agreement and the changes included below:

Extend the Central Carolina RESA on-loan positions to support the local alternative teacher preparation program for one year (July 1, 2018 – June 30, 2019), with renewable one-year terms thereafter. Annual reimbursement is for three (3) positions with a reimbursement up to \$250,000 per year.

WAKE COUNTY BOARD OF EDUCATION

Central Carolina Regional Education Service Alliance (CC RESA)

By: 
Ms. Monika Johnson-Hostler, Chair

By: 
Dr.

DATE 7/19/18

DATE 7/31/18

 6/27/18

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Contract Routing Form 1950

Check Box for Contract Type:

- Service Agreement: Version 1, 2, or 3
- Memorandum of Agreement (MOA)
- Change Order
- Revenue Contract / Grant

Person to Call for Pick up: Marcie Holland Phone: 919-533-7266

Name of Contract Vendor: Central Carolina RESA

If Change Order - Amount of Change: _____ Total Contract Amount: \$250,000.00

Board Action (Required at \$100,000): Yes No Board Meeting Date: May 16, 2017

Budget Code: _____

Items of Special Note: This is a contract for on-loan positions to the Central Carolina RESA in support of the local alternative teacher preparation (LATP) program. The positions will be receipts-supported by the CCRESA, including all salaries and benefits. There will be no cost to WCPSS for this agreement. The Total Contract Amount indicated above is a not-to-exceed amount, for which the CCRESA will reimburse the district.

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:

	<u>Initial</u>	<u>Date</u>
Administrator (\$2,500 to \$9,999)	<u>[Signature]</u>	_____
Leadership Team Supervisor or Area Superintendent (\$10,000 to \$99,999 and All MOA's)	<u>[Signature]</u>	_____
Chief Officer or Deputy (\$100,000 plus and All MOA's)	<u>[Signature]</u>	<u>5/11/17</u>

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

	<u>Initial</u>	<u>Date</u>
Risk Management	<u>[Signature]</u>	<u>5/8/17</u>
Required Certification of Funds	<u>[Signature]</u>	<u>5/5/17</u>
Finance Officer	<u>[Signature]</u>	<u>5/5/17</u>
Chief Operating Officer	<u>[Signature]</u>	<u>5/5/17</u>
School Board Attorney (As required by Chief Officer, Area or Deputy Superintendent)	_____	_____

Comments: * Revenue

[Signature]

**REVENUE CONTRACT
WAKE COUNTY PUBLIC SCHOOL SYSTEM**

This contract (the "Contract") is made and entered into this 1 day of May, 2017, between the Wake County Board of Education (the "School System"), 5625 Dillard Drive, Cary, NC 27518, and Central Carolina Regional Education Service Alliance, or CCRESA (the "Provider"),

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: provide program administration and support for the Local Alternative Teacher Preparation (LATP) Program through an agreement where School System employees are on-loan to the Provider for this work. Work will be performed at designated times and sites as 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 his 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 his designee.
2. **Compensation.** The School System hereby agrees to compensate employees who are on-loan to the Provider. The Provider agrees to reimburse the School System for all salaries and benefits, including travel reimbursements, to on-loan employees on a quarterly, up front basis for the three (3) positions. The amount is to not exceed \$250,000 per fiscal year.
 - 2.1. The School System shall provide Provider with invoice(s) itemized with the employee salary and benefits and any travel reimbursement expenses along with any supporting documentation that may be requested. The Provider shall process payments to School System within thirty (30) days of submission of such invoice(s).
3. **Contract Funding.** It is understood and agreed between Provider and the School System that the Provider's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. If funds are not available for payment, the contract will automatically terminate.
4. **Term.** The services described in this Contract will be provided from May 1, 2017 through June 30, 2018, 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 ten (10) 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 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. **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.
11. **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.
12. **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.
13. **Compliance with Iran Divestment Act of 2015.** Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. §147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.
14. **Anti-Nepotism.** 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 of the Wake County Public School System. Unless formally waived by the Wake County Board of Education, the existence of a family relationship covered by this Contract is grounds for immediate termination by Owner without further financial liability to

Provider.

- 15. **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.
- 16. **Counterparts and Execution.** This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
- 17. **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

 7/12/17
 Ms. Merlika Johnson-Hostler, Chair Date

 5-30-17
 Dr. Neil Pedersen, Director Date

07.6620.462.311.0142.0835.000
 Budget Code