

Type of Contract:

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**Contract Routing Form 1950**

Service Agreement V1, V2 or V3

Fiscal Year (FY): SY2022

Person to Contact: Lori Peterson Phone/Email: 919-694-0765

Name of Contract: The ARC of the Triangle, Inc

If Change Order - (Amount +/-): \$0.00 Total Contract Amount: \$518,700.05

Board Action: (Required at \$100,000)  Yes  No Board Meeting Date: August 17, 2021

Budget Code: 08.6300.306.311.0136.0915

Items of Special Note: Funding out clause included in the contract. Contract amount not to exceed \$518,700.05. Sexual Offender Registry form included but will be signed by vendor during routing.

**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>TP</u>	<u>8/12/2021</u>	
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	<u>BS</u> <u>BMT</u>	<u>8/12/2021</u>	
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>DS</u> <u>KH</u>	<u>8/12/2021</u>	
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<u>DS</u> <u>EM</u>	<u>8/12/2021</u>	

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

	Initial	Date	Comments
Risk Management (Insurance Review)	<u>DS</u> <u>gcb</u>	<u>8/13/2021</u>	
Finance Officer	<u>DS</u> <u>MBW</u>	<u>8/13/2021</u>	
Chief Business Officer (Required ≥ \$100,000)	<u>DS</u> <u>DN</u>	<u>8/13/2021</u>	
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 



**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
 DocuSign Envelope ID: B30168F0-586C-4F64-9917-A2B8594B6FA3  
**RALEIGH, NC 27610-4145**

**PURCHASE ORDER**  
**240931**  
 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**  
 0

**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**

**THE ARC OF THE TRIANGLE INC**  
**5121 HOLLYRIDGE DR STE 100**  
**RALEIGH, NC 27612**

**SHIP TO**

**Special Education Services**  
**Crossroads II**  
**110 Corning Road**  
**Cary, NC 27518**

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
13-AUG-21	Destination	Prepaid	Gooding, Petra, pgooding@wcpss.net 919-588-3456 EXT. 83456

**WCPSS Deliver To Only:** Hughes, Mrs. B Monica (Monica)

Special Education Services (KAREN HAMILTON)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		08.6300.306.311.0136.0915.000 ENCUMBERING FUNDS TO PROVIDE A SPECIAL TRANSITIONAL PROGRAM TO A SPECIFIC POPULATION OF STUDENTS  RATE: \$47,154.55/MNTH	518700.05	Dollar	1.00	518,700.05
<b>Net Total:</b>						<b>518,700.05</b>

**PRE-AUDIT CERTIFICATE**

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

*Mauch B. Hamilton*  
 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](mailto: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 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.
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. **IRAN DIVESTMENT ACT** - 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.

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**  
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\_\_\_\_\_  
**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

**MATERIAL RECEIVING REPORT**



**Wake County**  
**Board of Education**  
*ACADEMIC ADVANCEMENT*  
**PRECIS**

**Subject**

ARC of the Triangle

**Department, Board/Staff Liaison(s), and any Presenters from Outside the District**

Special Education Services, Karen Hamilton, Assistant Superintendent

**Main Points**

Wake County Public School System is contracting with the ARC of the Triangle to help build a program provided to students who reached age 22 while enrolled in WCPSS, exited school in June 2021 with a certificate and who were eligible for school services under IDEA due to a cognitive disability. These select graduates participated in an ECS classroom during their final senior year before required exit and have no entitlements under IDEA or any other state and/or federal education regulations supported by the school district.

**Fiscal Implications**

The ARC of the Triangle contract is for a total contract amount of \$518,700.05 to pay the cost for Day programming for specific WCPSS graduated students with disabilities. Services provided to include functional skills, job exploration, adult socialization. The services do not reflect any continuing required services of the district.

**Savings**

Not Applicable.

**Recommendation for Action / Next Steps**

Board approval is requested.



**Service Agreement/Contract**

**Justification/Negotiation Statement**

Requestor's Name: Karen Hamilton

Vendor's Name: ARC of the Triangle, Inc

Date: July 1, 2021

**Justification (why services are required):** Services are to be provided to former students who reached age 22 while enrolled in WCPSS, exited school in June 2021 with a certificate and who were eligible for school services under IDEA due to a cognitive disability. These select graduates participated in an ECS classroom during their final senior year before required exit and have no entitlements under IDEA or any other state and/or federal education regulations supported by the school district.

**Scope of Services (what is being provided and measurable outcomes):**

Day programming for specific WCPSS graduated students with disabilities. Services provided to include functional skills, job exploration, adult socialization. The services do not reflect any continuing required services of the district.

**Negotiation (Price/terms negotiated; if bid or quote for services is not the lowest of the three quotes or submitted bids please justify):**

Program duration and monthly rate for staff and services to support the program were negotiated by the vendor and Karen Hamilton.

**WAKE COUNTY PUBLIC SCHOOL SYSTEM  
CONTRACT FOR PROFESSIONAL DAY SERVICES for Select Graduated Students**

This contract for Day Programming for immediately graduated students of WCPSS with cognitive disabilities (the "Contract") is made and entered into this 17th day of August, 2021, between the Wake County Board of Education (the "School System"), 5625 Dillard Drive, Cary, NC 27518, and The ARC of the Triangle, Inc (the "Provider"), 5121 Hollyridge Dr #100, Raleigh, NC 27612.

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

1. **Obligations of Provider.** Provider hereby agrees to provide services to the School System as follows:
  - 1.1. Provider shall provide the professional services described in the attached Exhibit A "Description of ARC of the Triangle Day Services" which provides a detailed description of the services, which award of this contract is based, at designated times and sites as specifically requested and authorized by the School System. Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.
  - 1.2. Provider will implement and make available to the School System upon request a legal guardian release/voluntary participation form that is to be completed and signed for each student prior to participating in the program described in Exhibit A. A sample form is included as Exhibit B.
  - 1.3. **Qualifications of Provider.** Provider warrants that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the services required of it under this Contract; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules and regulations which are applicable to this Contract; (d) all recommendations, advice, analysis, and representations made during the provision of services pursuant to this Contract shall accurately meet, reflect, and incorporate all such laws, rules, and regulations; (e) it shall exercise the abilities, skill, and care customarily exercised by duly licensed and qualified providers of comparable services who practice in Wake County or in similar communities throughout the term of this Contract; and (f) all work done and services rendered in connection with this Contract shall be performed by fully qualified personnel who are appropriately licensed and legally entitled to perform the services provided.
  - 1.4. **Records Maintenance.** Provider shall maintain written documentation of any professional service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
2. **Obligations of the School System.**
  - 2.1. The School System hereby agrees to compensate Provider at a rate or in the amount of forty-seven thousand one hundred fifty-four dollars and fifty-five cents (\$47,154.55) a month, for services rendered for up to and not to exceed forty (40) former WCPSS students who reached age 22, with total payments for eleven months not to exceed five hundred eighteen thousand seven hundred dollars and five cents (\$518,700.05). Provider shall provide School System with monthly invoices, itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s). The first invoice is due upon execution of the contract.
  - 2.2. 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.
3. **Term.** The services described in the Contract will be provided from August 17, 2021 through June 30, 2022 unless sooner terminated as herein provided.
4. **Termination for Convenience.** The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become

its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.

5. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
6. Terms and Methods of Payment. Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to Inez Stephenson Crossroads II , for review and approval.
7. Contract Funding. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
8. Insurance. Provider agrees to maintain 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. Provider also agrees to maintain \$1,000,000 in professional liability insurance and abuse/ sexual molestation coverage. The Wake County Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies in addition to the liability policy for abuse/molestation coverage. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
9. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
10. Monitoring and Auditing. Provider shall 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 number of hours billed by the Provider's employees and its subcontractors, 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 auditing, or investigating activities related to this Contract. Provider shall permit the School System to audit all activities conducted under this contract. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
11. Lunsford Act. 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. Services pursuant to this Agreement will be provided to recently graduated special education students within the School System. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service or delivery of goods under this Agreement. 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 (Exhibit C) 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 shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

12. Criminal Background Checks. In addition, the Provider shall ensure that all contractual personnel who may deliver goods or perform services under this contract are approved through a criminal background check. The Provider, for each individual staffing the program for which award of this contract is based, will provide the criminal background check and share the results of each check with WCPSS. Contractual personnel must be approved prior to rendering any services under the contract, and Provider will follow the School System's instructions to ensure that the criminal background checks are completed to the satisfaction of the School System. 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.
13. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
14. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
15. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
16. Restricted Companies Lists. 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.
17. 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.

- 18. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
- 19. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
- 20. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
- 21. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of the WCPSS agreement and the ARC of the Triangle, Inc that the terms and conditions in the WCPSS agreement shall prevail.
- 22. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
- 23. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:  
 Exhibit A - Description of ARC of the Triangle, Inc Day Services  
 Exhibit B – Sample Legal Guardian Release/Voluntary Participation Form  
 Exhibit C – Lunsford Act Compliance Check Form
- 24. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
- 25. 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.
- 26. 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**

**ARC OF THE TRIANGLE, INC**

\_\_\_\_\_  
Keith Sutton, Chair

\_\_\_\_\_  
Jennifer Pfaltzgraff, Executive Director

**This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.**

**G.S. 115C-41(a).**

_____ Mark B. Winters <small>ADD8D03FC619#04...</small> Finance Officer	8/13/2021 _____ Date
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## **EXHIBIT A**

### Description of ARC of the Triangle, Inc Day Services

The ARC of the Triangle, Inc agrees to provide a program, ARC Triangle University – A Transitional Program, for up to and not to exceed forty (40) former students who reached age 22 while enrolled in WCPSS, exited school in June 2021 with a certificate and who also have been previously eligible for school services under IDEA due to a cognitive disability. These services do not reflect any continuing required services of the district. The accepted applicants will represent graduates of WCPSS and who have no entitlements under IDEA or any other state and/or federal educational regulations supported by the district. Those services include:

#### **Programming** to include, but not limited to:

- Life Skills
- Work Readiness
- Cooking and Nutrition
- Exercise and Movement
- Art and Music
- A safe, educational, and fun environment
- Arc Triangle University services focused on transition to adulthood
- Supports and seminars for parents and guardians
- Community based opportunities
  - Volunteering
  - Community based work assessments

#### **Facility to include:**

- Activity rooms
- Quiet room
- Kitchen access
- Exercise access
- Changing facilities if needed

#### **Staffing:**

- Staffing to support a 10:1 adult/teacher ratio
- All supervision of staff

#### **Support of parent provided Transportation**

- Mileage reimbursement for those who qualify
- Uber/Lyft reimbursement as appropriate

**EXHIBIT B**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**

**ARC TRIANGLE UNIVERSITY**

**PARENT/GUARDIAN PERMISSION FORM**

I, \_\_\_\_\_, as Parent/Guardian(s) of \_\_\_\_\_ hereby acknowledge, understand, and agree to the following regarding ARC Triangle University (the "Program") at ARC of the Triangle, Inc:

- a) I understand ARC Triangle University is a program independent of the Wake County Public Schools and is being offered to recent graduates of WCPSS who received services in an Extended Content Standards classroom during the 2020-2021 school year and received a certificate after the 2020-2021 school year.
- b) I acknowledge that my student meets this criteria, is aged 22 or older, has been exited from services under the IDEA, and has no entitlements under the IDEA or any other state and/or federal education regulations supported by the WCPSS.
- c) This is a voluntary program conducted through the ARC of the Triangle, Inc intended to provide a safe, educational and fun environment in which to provide participants with services focused on transition to adulthood.
- d) ARC Triangle University will not take place on WCPSS property and will not be supervised or monitored by WCPSS staff.

**I understand that my child's participation in the Program is completely voluntary. I can terminate my child's participation at any time by making a verbal or written request to the ARC of the Triangle.**

\_\_\_\_\_  
(Signature of Parent/Guardian)

\_\_\_\_\_  
(Printed name of Parent/Guardian)

Date \_\_\_\_\_

**EXHIBIT C**  
**Sexual Offender Registry Check Certification Form**

Project Name: ARC Triangle University, ARC of the Triangle, Inc Contract: ARC of the Triangle, Inc  
Check the appropriate box to indicate the type of check:

     Initial                            Supplemental                            Annual

I, Jennifer Pfaltzgraff, Executive Director of the ARC of the Triangle, 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>Natasha Pratt</u>	<u>Program Coordinator</u>
2.	<u>Michelle Foy</u>	<u>Community Programs Director</u>
3.	<u>Jennifer Pfaltzgraff</u>	<u>Executive Director</u>
4.	<u>Robin Pineda</u>	<u>Lead Instructor</u>
5.	<u>Hailey McCulloch, MT-BC</u>	<u>Music Therapist</u>
6.	<u>Brandi Hancock</u>	<u>Choir Director</u>
7.	<u>Dona McNeil</u>	<u>Community Programs Staff</u>
8.	<u>Susan Swearingen</u>	<u>Supported Employment Director</u>

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

Jennifer Pfaltzgraff (print name)

\_\_\_\_\_ (signature/date)

