

Type of Contract:  
Non-Standard Agreement

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

Fiscal Year (FY): 2021-22

Person to Contact : Devin Tanner Phone/Email: 919-533-7139 dtanner@wcpss.net

Name of Contract: Jordan Driving School

If Change Order - (Amount +/-): (\$500,000.00) Total Contract Amount: \$1,525,000.00



Board Action: (Required at \$100,000)  Yes  No Board Meeting Date: April 19, 2022  
Budget Code: 01.5110.012.311.0126.0825.000; 01.5110.012.312.0126.0825.000

Items of Special Note: The PO Line 1 is being decreased by \$500,000 to \$1,485,000.00 for regular student driving. The training funds on PO Line 2 will remain unchanged. The new total contract amount will not exceed \$1,525,000.00.

**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>3/7/2022</u>	
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	<u>PG</u>	<u>3/7/2022</u>	
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>DC</u>	<u>3/9/2022</u>	
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<u>EM</u>	<u>3/10/2022</u>	

**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>3/11/2022</u>	<u>see COI three coverages expire 3/24/22</u>
Finance Officer	<u>MBW</u>	<u>3/10/2022</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)

DocuSigned by:  
Finance Officer Mark B. Winters Date 3/10/2022

POR Approval PG





**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
 DocuSign Envelope ID: 32C8253C-6B03-4D69-B6DB-F99173AEC1E1  
**RALEIGH, NC 27610-4145**

**PURCHASE ORDER**  
**239790**  
 Page 1 of 1

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

**PAYMENT TERMS**  
 Immediate  
**PO REVISION**  
 2

**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**

**JORDAN DRIVING SCHOOL INC**  
**101 TIMBER POINTE LANE**  
**GARNER, NC 27529**

**SHIP TO**

**Drivers Education**  
**Crossroads I, 5625 Dillard Drive**  
**Cary, NC 27518**

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
14-JUL-21	Destination	Prepaid	Adams, Kris, kwadams@wcpss.net 919-588-3457 EXT. 83457

**WCPSS Deliver To Only:** Tanner, Mr. Devin Vance Drivers- Education (BRIAN PITTMAN)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		01.5110.012.311.0126.0825.000 OPEN PO FOR 2021-2022 JORDAN DRIVING SCHOOL CONTRACT - AMOUNT BASED ON 14,500 PROJECTED 9TH GRADE ADM INCLUDING NON-PUBLIC INSTRUCTION  DECREASED BY \$15K 2/7/22CRPER B PITTMAN - MOVING TO LINE 2 TO COVER JDS PD COST DECREASED BY \$500K 3/10/22CR PER B PITTMAN - FOR PAYMENT OF ADDITIONAL DRIVERS EDUCATION CONTRACTS TO ADDRESS THE BACKLOG OF STUDENTS	1485000	Dollar	1.00	1,485,000.00
2		01.5110.012.312.0126.0825.000 TO ESTABLISH FUNDS FOR JDS PD  REQUIRES BOE APPROVAL  INCREASED BY \$15K 2/7/22CR PER B PITTMAN	40000	Dollar	1.00	40,000.00
<b>Net Total:</b>						<b>1,525,000.00</b>

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

*Mark B. Winston*  
 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.



Type of Contract:  
Contract Amendment

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

Fiscal Year (FY): 2021-2022

Person to Contact : Devin Tanner

Phone/Email: 919-533-7139 / dtanner@wcpss.net

Name of Contract: Jordan Driving School

If Change Order - (Amount +/-): \$0.00 Total Contract Amount: \$2,025,000.00



Board Action: (Required at \$100,000)  Yes  No Board Meeting Date: N/A  
01.5110.012.311.0126.0825.000; 01.5110.012.312.0126.0825.000

Budget Code: \_\_\_\_\_

Items of Special Note: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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>2/3/2022</u>	
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	<u>FB</u>	<u>2/3/2022</u>	
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>DC</u>	<u>2/4/2022</u>	
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<u>EM</u>	<u>2/5/2022</u>	

**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>2/7/2022</u>	<u>WC coverage expires 2/14/22 GL AL UMB expire 3/24/22 renewals needed -gcb</u>
Finance Officer	<u>MBW</u>	<u>2/7/2022</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 \_\_\_\_\_

WR eFile

POR Approval PG





**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
 DocuSign Envelope ID: 32C8253C-6B03-4D69-B6DB-F99173AEC1E1  
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JORDAN DRIVING SCHOOL INC  
 101 TIMBER POINTE LANE  
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Drivers Education  
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DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
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<b>Net Total:</b>						<b>2,025,000.00</b>

**PRE-AUDIT CERTIFICATE**  
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*Mark B. Winston*  
 FINANCE OFFICER

\* WAKE COUNTY PUBLIC SCHOOL SYSTEM \*  
 \* IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC \*  
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 SENIOR DIRECTOR OF PURCHASING

# ~~PURCHASE ORDER~~ TERMS AND CONDITIONS

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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.

### SERVICE CONTRACT AMENDMENT #1

This amendment is made by and between Wake County Board of Education located at 5625 Dillard Drive, Cary North Carolina 27518 and Jordan Driving School, located at 101 Timber Pointe Ln. Garner, NC 27529

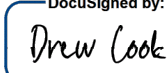
Wake County Public School System and Jordan Driving School previously entered into this agreement as of July 1<sup>st</sup>, 2021, and the parties desire to modify its terms in accordance with this amendment.

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

1. An increase of \$15,000 is necessary to provide high quality professional development for JDS instructors training/workshops. The increase is due to 3 scheduled conferences this fiscal year rather than the normal 2. The extra conference is a make up due to Covid cancelation last year. DMV certified instructors are required to compile enough PD hours in a 3 year period in order to re-certify and the extra conference helps fulfil those hours missed due to Covid.  
**The revised contract amount shall not exceed: \$2,025,000.00**

WAKE COUNTY BOARD OF EDUCATION

JORDAN DRIVING SCHOOL


DocuSigned by:  
  
 By: \_\_\_\_\_  
 Drew Cook  
 Assistant Superintendent for Academics

DocuSigned by:  
  
 By: \_\_\_\_\_

DATE 2/4/2022

DATE 2/11/2022

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

DocuSigned by:  
  
 \_\_\_\_\_  
 Finance Officer  
 \_\_\_\_\_  
 Date 2/7/2022



JORDA-1

OP ID: DW

**CERTIFICATE OF LIABILITY INSURANCE**

DATE(MM/DD/YYYY)  
03/24/2021

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).

<b>PRODUCER</b> WESTER INSURANCE AGENCY 1020 S.GARNETT STREET P.O.BOX 769 HENDERSON, NC 27536-769 Dan Wilson	252-438-8165	<b>CONTACT NAME:</b> Dan Wilson <b>PHONE (A/C, No, Ext):</b> 252-438-8165 <b>FAX (A/C, No):</b> 252-438-6640 <b>E-MAIL ADDRESS:</b>
	INSURER(S) AFFORDING COVERAGE: <b>West Bond</b> NAIC #: <b>15350</b> INSURER B: <b>Ace American Ins. Co.</b> INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Jordan DrIVING School Lorraine Jordan 101 Timber Pointe Lane Garner, NC 27529		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR TOVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		A73909200	03/24/2021	03/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		A73909200	03/24/2021	03/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	X		A73909200	03/24/2021	03/24/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6S62UB-1K18168	02/14/2021	02/14/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Wake County Board of Education is an additional insured with respect to General Liability**

<b>CERTIFICATE HOLDER</b>  Wake County Board of Education 5625 Dillard Dr Ste 2500 Cary, NC 27518	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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DocuSigned by:  
  
 6269B94A819E413...

DocuSigned by:  
  
 6269B94A819E413... 2/7/2022

Type of Contract:

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

Service Agreement v1, v2 or v3

Fiscal Year (FY): 2021-2022

Person to Call for Pick up: Devin Tanner Phone: 919-795-7799

Name of Contract: Jordan Driving School

If Change Order - (Amount +/-): \$0.00 Total Contract Amount: \$2,025,000

Board Action: (Required at \$100,000)  Yes  No Board Meeting Date: 6/1/2021

Budget Code: 0.5110.012.311.0126.0826 01.5110.012.312.0126.0825

Items of Special Note: Pre-route. Funding out clause included in the contract. Sex offender checks will be done within 30 days prior to start date.

**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>5/17/2021</u>
Administrator (\$2,500 - \$9,999 and All MOAs)	<u>BL</u> <small>DS</small>	<u>5/17/2021</u>
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>DC</u> <small>DS</small>	<u>5/17/2021</u>
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<u>EM</u> <small>DS</small>	<u>5/17/2021</u>

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

	Initial	Date
Risk Management (Insurance Review)	<u>abl</u> <small>DS</small>	<u>5/18/2021</u>
Finance Officer	<u>MBW</u> <small>DS</small>	<u>7/14/2021</u>
Chief Business Officer (Required ≥ \$100,000)	<u>DN</u> <small>DS</small>	<u>5/18/2021</u>
School Board Attorney (As required by the Chief Officer or Superintendent)	_____	_____
Comments: Review only. Pre-audit certification not required at this time.	<u>MBW</u> <small>DS</small>	<u>5/17/2021</u>

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 kl FIN 25094





RALEIGH, NC 27610-4145

**PURCHASE ORDER**

**239790**

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INVOICE  
TO

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

**PAYMENT TERMS**

Immediate

**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

JORDAN DRIVING SCHOOL INC  
101 TIMBER POINTE LANE  
GARNER, NC 27529

SHIP  
TO

Drivers Education  
Crossroads I, 5625 Dillard Drive  
Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
14-JUL-21	Destination	Prepaid	Adams, Kris, kwadams@wcpss.net 919-588-3457 EXT. 83457

**WCPSS Deliver To Only:** Tanner, Mr. Devin Vance

Drivers- Education (BRIAN PITTMAN)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		01.5110.012.311.0126.0825.000 OPEN PO FOR 2021-2022 JORDAN DRIVING SCHOOL CONTRACT - AMOUNT BASED ON 14,500 PROJECTED 9TH GRADE ADM INCLUDING NON-PUBLIC INSTRUCTION	2000000	Dollar	1.00	2,000,000.00
2		01.5110.012.312.0126.0825.000 TO ESTABLISH FUNDS FOR JDS PD REQUIRES BOE APPROVAL	25000	Dollar	1.00	25,000.00
<b>Net Total:</b>						<b>2,025,000.00</b>

**PRE-AUDIT CERTIFICATE**

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

*Mark B. Winston*  
FINANCE OFFICER

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

*Debra 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 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.

## AGREEMENT FOR DRIVER EDUCATION TRAINING

This Agreement between the Wake County Public School System, hereinafter referred to as “WCPSS” and Jordan Driving School, Inc. hereinafter referred to as “JDS”, is entered into pursuant to the provisions of the Motor Vehicle Laws of North Carolina, Article 14, General Statutes 20 - 320 through 20 - 339, and is subject to all rules and regulations of the N.C. Division of Motor Vehicles and approved by the N.C. Department of Public Instruction. This Agreement shall be in full force and effect for the period commencing July 1, 2021 and ending June 30, 2022. This Agreement may be terminated by either party for nonperformance or may be terminated by a 60-day written notice by either party to the other at the addresses indicated herein. JDS may be terminated from the contract immediately for cause of misconduct. It is agreed by the parties that all obligations under this agreement shall terminate if funds for implementation are not appropriated.

### 1. RESPONSIBILITIES OF JDS:

- A. **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.
- B. To provide driver education, in accordance with criteria and standards approved by the N.C. State Board of Education (SBE), at the public high schools of Wake County for all physically and mentally qualified persons who (a) are older than 14 years and six months, (b) are approved by the principal of the school, pursuant to the rules adopted by SBE, (c) are enrolled in a public or private high school of Wake County, and (d) have not previously enrolled in the program. JDS shall implement a driver education curriculum offered by the N.C. Department of Public Instruction (DPI) or its equivalent. Students enrolled in the program covered by this agreement will be taught pursuant to the applicable statutes of Article 14 of the Motor Vehicle Laws of the State of North Carolina, consisting of thirty (30) hours of classroom instruction and six (6) hours of behind-the-wheel training. Classroom instruction will integrate the use of technology at all schools. JDS shall provide at least one Driver Education

instructor at each school that will teach the technology-based Driver Education Program.

- C. To maintain an office within Wake County and to provide a manager who will supervise program operations according to the terms of this agreement. Selection of a manager must be approved by WCPSS. The local manager and secretary will be available for serving and responding to the needs of clients for eight hours on normal business days between 9:00 am and 5:00 pm. A local telephone answering system will be available for all other times.
- D. To provide a driver training program for all eligible special education students enrolled. Special education students are defined as those needing additional equipment and/or modification of the prescribed course. JDS will provide the required equipment and/or make necessary modification to train special education students. As agreed upon by both parties, JDS will provide The School System with a separate invoice for and in the amount of \$944.00 for each student who requires the use of these specialized services. This amount covers the cost of 2 instructors to 1 student individualized training with required modifications to both the vehicle itself and the instruction given. It also covers the added costs accrued through the extra time given to scheduling, parent meetings for the individual student and up to 20 hours of Behind The Wheel training as needed. In the event that special education instructional personnel are required to meet the specific requirements of an individual student, JDS will provide and may bill WCPSS for the additional cost incurred. If JDS is unable to give suitable instruction to a student with a disability, they may sub-contract "Exceptional Driver Services" or "Driver Rehab Services" to give the proper training and may invoice WCPSS for reimbursement of costs paid to Exceptional Driver Services or Driver Rehab Services. The total allowable amount for these services throughout the term of this contract shall not exceed \$20,000.00.
- E. To provide driver education instructors who are certified by SBE in driver education or who meet the requirements established by the SBE and North Carolina Department of Motor Vehicles (DMV) for non-certified status and who, to the satisfaction of WCPSS and JDS, are competent to train WCPSS students. JDS agrees to make every effort possible to employ a professional staff that reflects the racial, sexual and cultural diversity of the Wake County community and the students who attend the WCPSS. JDS must provide the list of instructors to be used for the WCPSS Driver Education Program Services. JDS shall also provide their certification and experience by April 2, 2022 or the contract will be terminated.
- F. To allow an authorized representative of the DMV and/or WCPSS to monitor instruction in either or both the classroom and behind-the-wheel. The frequency and duration of such observations will be at the discretion of WCPSS.
- G. To provide all equipment needed to comply with the provisions of this agreement except vehicles, which will be provided by WCPSS. The terms and

conditions of such provisions by WCPSS are addressed in Section II, Responsibility of WCPSS, paragraph A, of this agreement.

- H. To comply with and continue to comply with all DMV requirements pertaining to the driver education program.
- I. To be responsible for student registration, schedules, parental involvement, records, reports, issuing of certificates, and program coordination with WCPSS personnel.
- J. To make driver education available to all eligible students in three distinct programs, (a) after school, (b) Saturdays, and (c) summer. JDS and WCPSS will agree upon starting and ending times for each program phase. The behind-the-wheel training times may include, but are not limited to, after school until 8:00 P.M., Saturdays from 7:00 A.M. to 8:00 P.M., before the regular school day and any other times agreeable to JDS, WCPSS, and the student. Ending time for the summer program only may be 8:30 P.M. NOTE: Simulators may not be used for classroom or behind-the-wheel instruction.
- K. To schedule a minimum of one and a maximum of two students per vehicle for behind-the-wheel instruction. To maintain a maximum class size of forty students for classroom instruction.
- L. To comply with DPI, DMV, and WCPSS regulations and policies concerning proficiency testing.
- M. To implement any changes made in the North Carolina Administrative Code as required.
- N. To provide worker's compensation insurance such as will protect JDS from claims under Worker's Compensation Insurance Acts which may arise from activities under this Agreement. WCPSS shall be furnished with a certificate of worker's compensation insurance with agreement to provide WCPSS with a minimum of thirty (30) days notice prior to any termination or modification of coverage.
- O. In the event of a collision involving a student enrolled in this program, or a car operated by the contractor while performing the obligations under this agreement, JDS shall report said collision immediately to the school principal and coordinator. A written report shall be filed with WCPSS within three (3) school days of the accident. JDS and its employee will cooperate fully with WCPSS and officials and WCPSS insurance companies' representative in the accident investigation. There will be no additional cost for providing the required assistance.
- P. To provide the WCPSS an itemized invoice for services rendered on a monthly basis.

- Q. To refrain from solicitation of students and/or relatives of students to enroll in or purchase behind-the-wheel driver education services or any service or products other than those provided for by the agreement.
- R. To complete and turn in all paperwork required by WCPSS and/or state authorities in a timely manner.
- S. To provide a lead teacher at each high school for the purpose of coordinating the driver training program with WCPSS.
- T. To service cars at the WCPSS garage every 5000 miles.
- U. To provide gasoline.
- V. To keep the vehicle interior and exterior clean at all times.
- W. To perform an operational inspection prior to each days use and report any maintenance discrepancies to the JDS Manager for resolution.
- X. To complete a WCPSS Vehicle Inspection Checklist monthly.
- Y. To complete a WCPSS Vehicle Inspection Summary Sheet quarterly.
- Z. The provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this contract.
- AA. 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.
- BB. The Provider agrees that all student records obtained in the course of providing services to WCPSS under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and

WCPSS'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 the Provider. Provider shall not forward to any person other than parent or District any student record, including, but not limited to, the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, Provider shall turn over to District all student records of District's eligible students to whom Provider has provided services under this agreement.

CC. The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. 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 the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). 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 Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement 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 grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. 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 Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering

goods or providing services under this Agreement if WCPSS 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.

DD. The Provider shall be an Independent Contractor of WCPSS and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the Provider be construed as an employee, agent or principal of WCPSS.

EE. 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.

FF. 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.

GG. 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.

HH. 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 District property. WCPSS's Provider related policies can be viewed at <https://www.wcpss.net/Page/45862>

JJ. Provider will collect fees (\$65) for driver education classroom instruction with the exception of any student who receives a waiver of the classroom fee in accordance with the following: For online payment through Online School Payments (OSP), Provider will receive \$63.20 per student and OSP will receive \$1.80. For walk-ins, Provider will receive \$63.20 per student and a \$1.80 administrative fee. WCPSS will pay the difference between the cost of services for "Student completed for classroom instruction" and the \$63.20 the Provider receives per student when collecting the driver education fee. On 8/6/13 the Board of Education approved a waiver of the student fee for students who are eligible for free or reduced lunch benefits. Based on the Board of Education approval WCPSS will provide a list of students and the amount of the approved fee waivers. JDS will invoice WCPSS for the students' waiver fee to apply towards the cost of Driver Education classroom instruction. WCPSS will pay \$64.00 for classroom instruction and 162.00 for Behind the Wheel for a total of \$226.00 for students who go through the program with an approved waiver. Students who begin the program with an approved waiver are not eligible for the administrative fee of \$1.80.

KK. In an effort to provide high quality professional development in the WCPSS Driver Education Program, The School System will provide training up to \$25,000.00 per year to support JDS instructor training/workshops. Training/Workshops must be agreed upon by both parties. Jordan Driving School will incur all costs associated with any training/workshops and may invoice The School System for reimbursement of all expenses associated with registration fees for select trainings/conferences. Reimbursement invoice shall be submitted to The School System immediately following payment of registration fees. Invoice shall include all detailed costs including list of attendees.

## II. RESPONSIBILITIES OF WCPSS:

- A. To provide ninety-two (92) vehicles and ten (10) spare vehicles and one (1) handicapped vehicle, which meet all requirements of the DMV.
- B. To equip each vehicle with an automatic transmission and dual-controlled brakes.
- C. To periodically and randomly inspect driver education vehicles to insure that standard for safe operations are not compromised.
- D. To provide the required number of classrooms at the appropriate sites for classroom training. Number of classrooms and location to be mutually agreed upon by WCPSS and JDS. Provide minimum of thirty students per classroom

unless smaller class is authorized by mutual agreement between JDS and the WCPSS Driver Education Program Specialist.

- E. To provide technology-based Driver Education software, textbooks and materials necessary for implementation of the curriculum to all eligible students. JDS will require that students pay for damaged and/or lost textbooks prior to receiving their North Carolina Driver Education Certificate. JDS will remit these damaged/lost textbook fees to WCPSS on a monthly basis. JDS may provide their own textbooks upon agreement with WCPSS.
- F. To make payment to JDS at the rate agreed upon herein within (20) twenty days of receipt of an invoice submitted in accordance with the terms of this Agreement.
- G. To be the primary insurance provider of automobile liability and physical damage insurance for all WCPSS owned driver education vehicles.

### III. GENERAL PROVISIONS

- A. Students who fail the driver education course will not be allowed to enroll again except for extenuating circumstances (to be determined by the principal). JDS is responsible for informing students and parents of this regulation.
- B. The obligations of JDS under this agreement is not assignable (may not be subcontracted) by JDS, either in whole or in part, without the prior written consent of WCPSS.
- C. **Contract Funding:** It is understood and agreed Provider and the School System That the School Systems payment obligation under this contract is contingent upon the availability of appropriated funds from which payment for Contract purposed can be made.

### IV. INSURANCE:

- A. JDS shall provide, at its own expense, and maintain in force during the entire term of this Agreement, comprehensive general liability insurance in the amount of two million (\$2,000,000) per occurrence, insuring against any and all claims related to, or which may arise, from performance under this Agreement. JDS further agrees to name WCPSS as an additional named insured and to provide WCPSS with a copy of the liability policy evidencing such coverage. JDS shall also obtain at its own expense, a non owned and hired vehicle liability insurance policy in the amount of one million dollars (\$1,000,000). All insurance required by this Agreement shall be placed with an insurance carrier licensed to provide such insurance in the State of North Carolina and acceptable to WCPSS.



**V. INDEMNIFICATION:**

- A. To hold harmless from all liability and indemnify the WCPSS, its officers and employees against every claim or demand which may be made against the WCPSS, its officers or employees or students, resulting from or arising out of JDS's own operations of any WCPSS driver education vehicle other than at times when a JDS driver education instructor is providing direct instruction to student drivers in the vehicle as set forth in this agreement.



**VI. STATUS OF CONTRACTOR:**

- A. JDS, in the performance of this agreement, shall be and act as an independent contractor and its officers, employees and agent shall not be considered officers, employees or agent of the WCPSS and nothing herein shall be construed as creating a partnership or joint venture. As such, JDS agrees to provide all manpower necessary to fully perform all aspects of the driver's education program. This shall include, but not be limited to, management, clerical assistance, instructors and coordinators.

**VII. COST OF SERVICES:**

- A. WCPSS will pay JDS in accordance with the following schedule for services rendered:
  - 1. \$6.80 Student completed for classroom instruction only
  - 2. \$162.00 Student completed for behind-the-wheel training only
  - 3. \$168.80 Student completed for classroom instruction and behind-the-wheel training

**VIII. AGREEMENT PROVISIONS:**

- A. This Agreement with JDS is for the period July 1, 2021 to June 30, 2022.
- B. Under the current RFP, the WCPSS may allow renewal of this Agreement for two consecutive one-year terms effective July 1, 2019. Any cost-of-service increase in subsequent years must be declared six months prior to the end of the school year, at which time WCPSS will decide to renew or rebid.

**IX. ENTIRE AGREEMENT:**

- A. This Agreement shall constitute the entire Agreement between the WCPSS and JDS for the services, activities and functions addressed in this Agreement, and may only be amended by a separate writing mutually agreed to by both parties.
- B. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

**X. CONTROLLING LAW:**

This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any action shall be Wake County, North Carolina.

**XI. 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.

**THIS AGREEMENT** consisting of twelve pages shall be effective as of the 1st day of July 2021.



Mr. Keith Sutton / Date  
WCPSS Board Of Education/Chair

DocuSigned by:  
*Lorraine Jordan* 6/8/2021

E. Lorraine Jordan, President/Date  
Jordan Driving School, Inc

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

DocuSigned by:  
*Mark B. Winters* 7/14/2021  
Finance Officer Date

**Sexual Offender Registry Check Certification Form**

***PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM CONTACT PERSON WITH RESPECT TO THIS AGREEMENT***

Check the appropriate box to indicate the type of check:

Initial

Supplemental

Annual

I, \_\_\_\_\_ (insert name), \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

**Contractual Personnel Names**

**Job Title**

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |

- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

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

\_\_\_\_\_ (print name)                      \_\_\_\_\_ (signature)

\_\_\_\_\_ (title)                                      \_\_\_\_\_ (date)

Sex offender certification will be performed 30-days prior to July 1, 2021.

DocuSigned by:

*Lorraine Jordan*

4456A086E86F40F...

Lorraine Jordan

Jordan Driving School Inc



### Sexual Offender Registry Check Certification Form

**PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM CONTACT PERSON WITH RESPECT TO THIS AGREEMENT**

Check the appropriate box to indicate the type of check:

Initial

Supplemental

Annual

I, Reginald Flythe (insert name), Personnel Director (insert title) of Jordan Driving School (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. 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>See attached sheet</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.

Reginald A. Flythe (print name)

*Reginald A. Flythe* (signature)

Personnel Director (title)

5/11/2021 (date)

## Jordan Driving School - Annual Sexual Offender Registry Checks - May 2021

Employee	Annual SOR check
Baker, John	ok
Barnes, Russell	ok
Bazemore, Shelia	ok
Berryman, Lenora	ok
Bolick, Dan	ok
Bramble, Ed	ok
Brockington, Rosemary	ok
Brown, Markell	ok
Bruce, Dennis	ok
Bunn, William	ok
Butler, Charles	ok
Carson-Myers, Tricia	ok
Cathey, Beronica	ok
Clemons, Robert	ok
Coats, Donti	ok
Coble, Mary	ok
Coombe, Jack	ok
Cortorreal, Arelis	ok
Cotten, Rogerline	ok
Crawford, Cheryl	ok
Davis, Lillie	ok
Davis, Talia	ok
Dillingham, Elizabeth	ok
Dove, Deborah	ok
Dunbar, Sandra	ok
Dunston, Frederick	ok
Ellstrom, Lisa	ok
Elston, Kevin	ok
Epps, Leslie	ok
Escamilla, Robert	ok
Fischer, Sandy	ok
Fister, Stephen	ok
Foster, Lashun	ok
Flythe, Reginald	ok
Fruth, Christine	ok
Giles, Cynthia	ok
Graham, Robert	ok
Gunnell, Cynthia	ok
Hairston, Mark	ok
Hall, Tim	ok
Hamrick, Adam	ok
Harden, Melanye	ok
Harris Jr., Walter	ok
Hawkins, David	ok
Herndon, Connell	ok
Hill, Regina	ok

Jordan Driving School - Annual Sexual Offender Registry Checks - May 2021

Hodge, Charles	ok
Huggins, Jimmy	ok
Hunter, Carolyn	ok
Hunter, Thomas	ok
Hutchinson, Simeon	ok
Jackson-Chasten, Paula	ok
James, Candace	ok
Jenkins, Milton	ok
Jones, Brenda	ok
Jordan, Lorraine	ok
Lane, Billy	ok
Leach, Thurman	ok
Leary, Patrick	ok
Lister, Jack	ok
Lovett, Gus	ok
Lowe, Scot	ok
Lucas, Shondolyn	ok
Maggio, Michelle	ok
Morgan, Vivian	ok
Morman, Alvin	ok
Nobles, Teresa	ok
Otten, Sharon	ok
Owens, Lewis	ok
Parks, Kelly	ok
Pearce, Sherry	ok
Pearce-Cameron, Patrina	ok
Pearson, Donald	ok
Peebles, Michael	ok
Perry, Edward	ok
Pertell, Rhonda	ok
Powell, William	ok
Price, Harold	ok
Price, Shawana	ok
Quick, Tameka	ok
Ramsey, Kimberly	ok
Ray, Jimmy	ok
Ray-Nobles, Margaret	ok
Regan, Mari	ok
Reid, Julius	ok
Rhodes, Alfreda	ok
Robinson, Darryl	ok
Robinson, Michael	ok
Saby, Scott	ok
Shaw, Dena	ok
Sherman, Cliff	ok
Smith, David	ok
Smith, Jackie	ok

Jordan Driving School - Annual Sexual Offender Registry Checks - May 2021

Smith, Paul	ok
Smith, Robert	ok
Sparrow, Calvin	ok
St. Clair, Linda	ok
Stainback, Jay	ok
Stefanou, Kathy	ok
Stephenson, Angela	ok
Tharrington, Ed	ok
Thomas, Gene	ok
Thompson, Willie	ok
Townsend, Tim	ok
Walls, Joseph	ok
Ward Jr., James	ok
Watkins, Emma	ok
Wheeler, Ron	ok
Wicker, Joyce	ok
Wilson, Barbara	ok
Wilson, Jason	ok