

Type of Contract:

Service Agreement v1, v2 or v3

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**

**Contract Routing Form 1950**

Fiscal Year (FY): 2022-23

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: \$1,800,000.00

DS  
EF

Board Action: (Required at \$100,000)  Yes  No  
Budget Code: 01.5110.012.311.0126.0825.000

Board Meeting Date: July 19, 2022

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>6/30/2022</u>	_____
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	_____	_____	_____
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>DC</u>	<u>6/30/2022</u>	_____
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<u>EM</u>	<u>6/30/2022</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>7/1/2022</u>	_____
Finance Officer	<u>MBW</u>	<u>7/1/2022</u>	_____
Chief Business Officer (Required ≥ \$100,000)	<u>DN</u>	<u>7/5/2022</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: 85E0EE5E-E56A-46C9-8155-121080DA387B  
**RALEIGH, NC 27610-4145**

**PURCHASE ORDER**  
**248877**  
 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**  
 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
01-JUL-22	Destination	Prepaid	Gooding, Petra, pgooding@wcpss.net 919-588-3456 EXT. 83456

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

Drivers- Education (DREW COOK)

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 2022-2023 JORDAN DRIVING SCHOOL - DRIVER EDUCATION CLASSROOM & BEHIND-THE-WHEEL INSTRUCTION SERVICES  PER PARTICIPANT RATES: CLASSROOM INSTRUCTION ONLY - \$1.80 BEHIND-THE-WHEEL INSTRUCTION ONLY - \$202.00 COMBINED (BOTH) \$203.80  RFP #251-23-93	1800000	Dollar	1.00	1,800,000.00
<b>Net Total:</b>						<b>1,800,000.00</b>

**PRE-AUDIT CERTIFICATE**

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

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

*Mark B. Winston*  
 FINANCE OFFICER

*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 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**

1551 ROCK QUARRY ROAD  
RALEIGH, NC 27610  
PHONE: 919.588.3456

June 21, 2022

RE: NOTIFICATION LETTER FOR RFP #251-23-93

Dear Lorraine Jordan,

Upon careful consideration, Jordan Driving School, Inc. will be recommended as the lowest responsive, responsible bidder to provide the Driver Education Program Services to the Wake County Public School System (WCPSS), per the terms of your proposal in response to RFP #251-23-93. The proposal will be presented to the Board of Education for review and approval, and Jordan Driving School will be notified once that process has been completed. Per the terms of your proposal, the cost per student will be as follows:

\$66.80 for classroom instruction only  
\$202.00 for Behind-the-Wheel instruction only  
\$268.80 for combined classroom and Behind-the-Wheel instruction

The term of the award will be for one year. WCPSS reserves the right to extend the term for these services for two additional one-year terms at our discretion.

If you have any questions, please feel free to contact me. Members of the WCPSS Driver Education department will be touch regarding next steps.

Thank you for your participation in the bid process.

Sincerely,

A handwritten signature in blue ink that reads "Petra Gooding".

Petra Gooding  
Purchasing Manager/P-Card Administrator  
[pgooding@wcpss.net](mailto:pgooding@wcpss.net)  
(919) 588-3456

## Search Results

**Records Found:** 2 **Search Type:** Starting **Search Criteria:** Jordan Driving School

**Search Time:** 6/30/2022 11:46 AM [Search Again](#)

If the entity does not have an “Annual Report” button or monitor icon, the entity is not required to file annual reports with the NC Secretary of State’s Office.

Entity Name			
Sos Id	Date Formed	Status	Type
<b>Jordan Driving School Inc</b>			
0304721	4/21/1992	Current - Active ⓘ	Business Corporation
<b>Jordan Driving School of the Carolinas, Inc.</b>			
1038757	4/15/2008	Current - Active ⓘ	Business Corporation

## **WAKE COUNTY PUBLIC SCHOOL SYSTEM CONTRACT FOR DRIVERS' EDUCATION PROGRAM SERVICES**

This Agreement between the Wake County Board of Education, 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 August 1, 2022 and ending June 30, 2023. JDS shall provide the services described in the attached bid documents 251-23-93. 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.

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 an amount not to exceed \$1,250.00 for each student who requires the use of these specialized services. This amount covers the cost of two instructors to one 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.

- 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 noncertified 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 August 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 9:00 P.M., Saturdays from 7:00 A.M. to 9:00 P.M., before the regular school day and any other times agreeable to JDS, WCPSS, and the student. Ending time for the summer program may be 9:00 P.M. NOTE: Simulators may not be used for classroom or behind-the-wheel instruction.
  - K. To schedule a minimum of two and a maximum of three students per vehicle for behind-the-wheel instruction. To maintain a maximum class size of no more than 40 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 WCPSS 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 5,000 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. Provider’s Representations. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

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

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 conduct on District property and agrees to abide by any and all relevant WCPSS policies while on District property. WCPSS's Provider related policies can be viewed at <https://www.wcpss.net/Page45862>.

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 \$1.80 for classroom instruction and 202.00 for Behind the Wheel for a total of 203.80 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.

## II. RESPONSIBILITIES OF WCPSS:

- A. To provide ninety-two (92) vehicles and twelve (12) 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 ensure that standards 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. Provider agrees to maintain Commercial General Liability in amount of \$2,000,000 each occurrence, insuring against any and all claims related to, or which may arise, from performance under this Agreement. Provider shall also maintain \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. 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) 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 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. The Wake County Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall

be a default under this contract and shall be grounds for immediate termination of this Contract.

**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. \$1.80 Student completed for classroom instruction only
  - 2. \$202.00 Student completed for behind-the-wheel training only
  - 3. 203.80 Student completed for classroom instruction and behind-the-wheel training

**VIII. AGREEMENT PROVISIONS:**

- A. This Agreement with JDS is for the period August 1, 2022, to June 30, 2023.
- B. WCPSS may allow renewal of this Agreement for two consecutive one-year terms effective July 1, 2023. WCPSS and JDS can negotiate an increase in the cost of service based upon factors such as inflation and/or rising costs of equipment, supplies, fuel, and cost of living adjustments during the contract term, per RFP 251-23-93 under the Drivers Education Program Addendum.

**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:**

- A. 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.

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

WAKE COUNTY  
BOARD OF EDUCATION

JORDAN DRIVING SCHOOL, INC.

\_\_\_\_\_  
**Lindsay Mahaffey, Board Chair**

\_\_\_\_\_  
**Lorraine Jordan, President**

**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:  
  
 7/1/2022  
A0D8D05FC819404...  
 Finance Officer Date

### Sexual Offender Registry Check Certification Form

**Attachment**

**PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE**

Project Name: Jordan Driving School Contract: Driver Education

Check the appropriate box to indicate the type of check:

Initial       Supplemental       Annual

I, Reginald A. 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 Contract for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Contract, 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 Contract 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 Contract (initial check), any time additional contractual personnel may perform work under the Contract (supplemental check), and at each anniversary date of the Contract (annual check).

	Contractual Personnel Names	Job Title
1.	<u>See Attached Sheet</u>	
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____

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

Reginald A. Flythe (print name)

Reginald A. Flythe 6/10/2022 (signature / date)

## JDS Annual Sexual Offender Registry Checks - June 2022

JDS Current Employees	SOR Check
Altman, Max	OK
Baker, John	OK
Barnes, Russell	OK
Bazemore, Shelia	OK
Berryman, Lenora	OK
Bethea, Keyonna	OK
Bolick, Dan	OK
Boyd, Alvinia	OK
Bramble, Ed	OK
Bridges, Eva	OK
Brockington, Rosemary	OK
Bruce, Dennis	OK
Bunn, William	OK
Clarke-Tulloch, Sharon	OK
Coble, Mary	OK
Codrington, Louis	OK
Coombe, Jack	OK
Cuffee, Sharon	OK
Davis, Christopher	OK
Davis, Lillie	OK
Davis, Talia	OK
Demby, Laura	OK
Dillingham, Elizabeth	OK
Dove, Deborah	OK
Dunbar, Sandra	OK
Dunston, Fred	OK
Ellstrom, Lisa	OK
Elston, Kevin	OK
Fischer, Sandy	OK
Fister, Stephen	OK
Fruth, Christine	OK
Genus, Sharon	OK
Giles, Cynthia	OK
Gunnell, Cynthia	OK
Hawkins, David	OK
Herndon, Connell	OK
Hill, Regina	OK
Hodge, Charles	OK
Hope, Jay	OK
Huggins, Jimmy	OK
Hunter, Carolyn	OK
Hunter, Thomas	OK
Hutchinson, Simeon	OK
Jackson-Chasten, Paula	OK
Jones, Brenda	OK

I, Lorraine Jordan, President of Jordan Driving School, 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 attest that the forgoing information is true and accurate to the best of my knowledge.

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

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

## JDS Annual Sexual Offender Registry Checks - June 2022

Lambert, Keisha	OK
Leach, Thurman	OK
Leary, Patrick	OK
Lee, Edward Allen	OK
Lister, Jack (JDS office)	OK
Maggio, Michelle	OK
McMillian, Anthony	OK
Miller, Desmond	OK
Morgan, Vivian	OK
Myers, Tricia	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
Price, Harold	OK
Ramsey, Kim	OK
Ray, Jimmy	OK
Ray-Nobles, Margaret	OK
Reed, Frank	OK
Regan, Mari	OK
Reid, Julius	OK
Rhodes, Alfreda	OK
Robinson, Darryl	OK
Robinson, Michael	OK
Sherman, Cliff	OK
Short, Ida	OK
Smith, Jackie	OK
Smith, Jr. Tommy	OK
Sparrow, Calvin	OK
St. Clair, Linda	OK
Stainback, Jay	OK
Staton, Donnell	OK
Stefanou, Kathy	OK
Stephenson, Angela	OK
Tharrington, Ed	OK
Thomas, Gene	OK
Thompson, Willie	OK
Ward, James	OK
Walls, Joseph	OK
Washington, Lashena	OK
Watkins, Emma	OK
West, Johnetta	OK

I, Lorraine Jordan, President of Jordan Driving School, 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 attest that the forgoing information is true and accurate to the best of my knowledge.

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

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

### JDS Annual Sexual Offender Registry Checks - June 2022

Wheeler, Ron	OK
Wicker, Joyce	OK
Wilson, Barbara	OK
Wilson, Friedeike	OK

I, Lorraine Jordan, President of Jordan Driving School, 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 attest that the forgoing information is true and accurate to the best of my knowledge.

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

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






**Memorandum from Purchasing Department**

***Letter of Instruction for RFP #251-23-93***

**To: Prospective Parties**

**Thank you for your interest in the Wake County Public School System. Please review the following instructions prior to submitting your proposal.**

- **All submittals must be organized and indexed according to the section number and required subject matter. The information contained in your submittal should be indexed and easily accessed by WCPSS. WCPSS is not required to seek clarification on any proposal that does not meet these minimum requirements.**
- **Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.**
- **WCPSS will adhere to strict deadlines as indicated in the solicitation document and thus will not make exceptions to these dates and times.**
- **Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should be directed to Petra Gooding at [bids-pgooding@wcpss.net](mailto:bids-pgooding@wcpss.net)**
- **Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.**
- **In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.**
- **Vendors shall submit one signed original, one paper copy, and one digital copy on a flash drive in the same sealed envelope.**

 1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610	<b>Request for Proposal #251-23-93</b>	
	<b>DRIVER EDUCATION PROGRAM SERVICES</b>	
	<b>(DRIVERS EDUCATION DEPT)</b>	
<b>Refer <u>ALL</u> Inquiries to:</b> Petra Gooding Telephone No: 919-588-3456		
E-Mail: bids-pgooding@wcpss.net	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM	

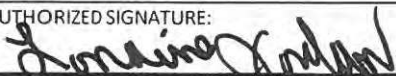
**NOTICE TO VENDORS**

Sealed Proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Bldg. F, Raleigh, NC) until **2:00 p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions. Proposals submitted via email in response to this Invitation for Proposals will not be acceptable. Proposals are subject to rejection unless submitted on this form.

**EXECUTION**

In compliance with this Invitation for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

**Failure to execute/sign this proposal prior to submittal may render the bid invalid. Original signature required. Digital signatures are unacceptable. Late proposals are not acceptable.**

VENDOR: Jordan Driving School , Inc.		FEDERAL ID OR SOCIAL SECURITY NO. 56-1777861	
STREET ADDRESS: 101 Timber Pointe Ln.		P.O. BOX: N/A	ZIP: N/A
CITY & STATE & ZIP: Garner, NC 27529		TELEPHONE NUMBER: 919-772-4877	TOLL FREE TEL. NO (800) N/A
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE N/A			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Lorraine Jordan, Owner		FAX NUMBER: 919-662-2628	
AUTHORIZED SIGNATURE: 	DATE: 6/08/2022	E-MAIL: carolinaroad@bellsouth.net	

Offer valid for 60 days from date of proposal opening unless otherwise stated here: \_\_\_\_ days Prompt Payment Discount: \_\_\_\_% \_\_\_\_ days.

## **MAILING INSTRUCTIONS**

Mail only one fully executed proposal per package (with copies) per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements, and specifications of this RFP before submitting bids. Failure to do so will be at the bidder's own risk. The law makes no allowance for errors or omission or commission on the part of the bidders; furthermore, the bidder cannot secure relief on the plea of error or ignorance concerning any requirement included in the IFB.

Vendors who do not wish to respond to this RFP but want to remain on our list for future opportunities in this product category shall complete, sign, and return the signature sheet entitled "**Bid Certification**" with "**NO BID**" indicated on the face of the form. Failure to adhere to this procedure may result in removal of the bidder's name from our bidder list.

Bidder presence is not required at the bid opening, and no weight or other consideration toward any award decision will be given to any bidder's attendance or absence at the bid opening. Recaps of the details of the bids received will be available to any interested party upon WRITTEN request. The form and content of the bid recaps will be at the sole discretion of WCPSS. They may be in electronic form.

**DELIVER TO: Petra Gooding**

**PROPOSAL NO. RFP: 251-23-93**

**Wake County Public School System**

**Purchasing Department**

**1551 Rock Quarry Road – Bldg. F**

**Raleigh NC 27610-4145**

## **RFP SCHEDULE**

The table below shows the *intended* schedule for this RFP. WCPSS will make every effort to adhere to this schedule.

<b>Event</b>	<b>Responsibility</b>	<b>Date and Time</b>
Issue RFP	WCPSS	6-8-22
Submit Written Questions	Vendor	6-10-22 by 3:00 pm ET
Provide Responses to Questions	WCPSS	6-13-22 by EOB
Submit Proposals	Vendor	6-20-22 @ 2:00 PM ET

Upon review of the RFP, Vendors may have questions to clarify or interpret the RFP in order to submit the best BID possible. To accommodate the Bid Question process, vendors shall submit any such questions by the above due date. Written questions shall be emailed to [bids-pgooding@wcpss.net](mailto:bids-pgooding@wcpss.net) by the date and time specified above. Vendors should enter "**RFP #251-23-93 Questions**" as the subject for the email.

Responses to all vendor questions received prior to the date shown above will be posted as an addendum to the Interactive Purchasing System (IPS) website, the WCPSS bid website, and emailed directly back to the vendors.

## Table of Contents

<b>1.0</b>	<b>BACKGROUND AND PROJECT OBJECTIVES</b>	5
<b>2.0</b>	<b>TERMINOLOGY</b>	5
<b>3.0</b>	<b>SCOPE OF WORK</b>	5
	<b>BID SHEET</b>	16
	<b>CONTRACTOR INFORMATION SHEET</b>	17
	<b>LIST OF DRIVER EDUCATION INSTRUCTORS</b>	20
	<b>CONTRACTED SERVICES FORM</b>	25
<b>4.0</b>	<b>ADDITIONAL QUALIFICATIONS</b>	26
<b>5.0</b>	<b>PROPOSAL EVALUATION</b>	26
<b>6.0</b>	<b>REQUIRED SUBMITTALS</b>	27
<b>7.0</b>	<b>DEADLINE FOR PROPOSAL SUBMITTAL</b>	27
<b>8.0</b>	<b>ATTACHMENTS</b>	
	8.1 Terms and Conditions	29
	8.2 WCPSS Ethics Policy	33
	8.3 BID PROTEST PROCEDURE	34
	Attachment A - Vendor Information Sheet	35
	Attachment B - MBE Information	36
	Attachment C – HUB Participation Form Federal Contracting Requirements	37
	Attachment D – Uniform Guidance	38

## 1.0 **Background and Project Objectives**

The Wake County Public School System (WCPSS) seeks a provider that will provide a program of driver education at the public high schools of Wake County for all physically and mentally qualified.

WCPSS is the nation's 14<sup>th</sup> largest school district, and the largest in the state of North Carolina. With 120 elementary schools, 40 middle schools, 32 high schools, and 5 special schools, we serve over 160,000 students and have over 20,000 staff in the district.

## 2.0 **Terminology**

### 2.1 Definitions

- 2.1.1 The proposing firm will be referred to throughout this document as VENDOR or CONTRACTOR.
- 2.1.2 The scope of work defined in this Request for Proposal (RFP) shall be referred to as the PROJECT.
- 2.1.3 Deliverables shall include all pricing information and required attachments.

## 3.0 **Scope of Work**

### 3.1 **CONTRACTOR REQUIREMENTS**

1. The North Carolina Division of Motor Vehicles (hereafter "DMV" must license the Contractor as a commercial driving school pursuant to G.S.20-320. et seq.
2. Must have three years' experience as a Driver Education Contractor. (Large school system experience is strongly preferred)

### 3.2 **ORAL PRESENTATIONS**

A vendor who submits a proposal in response to the RFP may be required to give an oral presentation and/or clarification of his/her proposal to WCPSS. This will provide an opportunity for the vendor to clarify or elaborate on his/her proposal but will in no way change the vendor's original proposal. The cost of preparing for and attending the meeting will be at the vendor's expense. WCPSS will schedule the time and location of each such presentation if WCPSS determines that an oral presentation is necessary.

### 3.3 **SPECIFICATIONS**

Under WCPSS supervision, the Contractor shall administer a program of driver education that complies in every respect with 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. In accordance with such law, the Contractor agrees to administer a program, which meets the following standards and requirements. **Contractors shall initial understanding and acceptance of each of the following specifications.**

**1. Driver Training Program**

In accordance with criteria and standards approved by the N.C. State Board of Education (SBE), the Contractor shall provide a program of driver education at the public high schools of Wake County for all physically and mentally qualified persons who (a) are older than fourteen (14) years and six (6) 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. The approximate number of eligible students (including special education students) in Wake County is fifteen thousand (15,000). The vast majority of these students are based at the 34 high schools, which are located throughout Wake County. The Contractor shall implement a driver education curriculum offered by the N.C. Department of Public Instruction (DPI) or its equivalent. Classroom instruction will use the technology-based Driver Education Program selected by WCPSS at all schools. The Contractor shall provide at least one driver education instructor at each high school who will teach the technology-based driver education program. 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.

The provider must submit a written proposal demonstrating the ability to serve 1,100 students through classroom instruction and 800 students through behind-the-wheel training each month.

Vendor acknowledgement \_\_\_\_\_


**2. Office Space**

The Contractor shall provide an office in Wake County sufficient for conducting business related to this contract including, but not limited to:

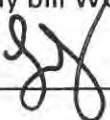
- Local manager and secretary available for serving and responding to the needs of our clients for eight hours on normal business days between 9:00 AM and 5:00 PM ET. A local telephone answering system available for all other times.
- A facility for conducting personnel interviews.
- Storage of all records required for the operation of this contract.
- Maintain office equipment that will network with school and teacher equipment.

Vendor acknowledgement \_\_\_\_\_


**3. Training Program for Special Education Students**


The Contractor shall 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. The Contractor will provide the required equipment and/or make necessary modification to train special education students. In the event that special education instructional personnel are required to meet the specific requirements of an individual student, the Contractor will provide and may bill WCPSS for the additional cost incurred.

Vendor acknowledgement \_\_\_\_\_


**4. Instruction**


The Contractor shall employ driver education instructors who are certified by SBE in driver education or who meet the requirements established by the SBE and North Carolina Division of

Motor Vehicles (DMV) for noncertified status and who, to the satisfaction of WCPSS and the Contractor are competent to train WCPSS students. Prefer SBE certified teachers with experience as a driver education instructor. The Contractor shall state the number of instructors to be provided and average experience level as a certified driver education instructor. The Contractor awarded bid number 251-23-93 must provide the list of instructors to be used for the WCPSS Driver Education Program Services. The Contractor shall also provide their certification and experience by June 30<sup>th</sup>, 2022, or the contract will be terminated.

Vendor acknowledgement 


**5. Instructor Observation**

The Contractor shall 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.

Vendor acknowledgement 

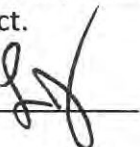
**6. Technology-Based Driver Education Software, Textbooks, and Materials**

- a. WCPSS agrees to provide technology-based Driver Education software, textbooks, and materials necessary for implementation of the curriculum to all eligible students. Students will be required to pay for damaged and/or lost textbooks before receiving their North Carolina Driver Education Certificate.
- b. The contractor will use the technology-based driver education software, and the textbooks and materials associated with this software, selected by WCPSS.
- c. The Contractor may provide their own technology-based software, textbooks, and materials upon agreement with WCPSS and shall indicate this in their proposal.

Vendor acknowledgement 

**7. Monitoring and Auditing**


The Contractor shall cooperate with WCPSS, or with any other person or agency as directed by WCPSS, in monitoring, auditing, or investigating activities related to this Contract. The Contractor shall permit WCPSS to evaluate all activities conducted under this contract as dictated by WCPSS. The Contractor shall provide auditors retained by WCPSS with access to any records and files related to the provision of services under this Contract. WCPSS agrees that its auditors will maintain the confidentiality of any trade secrets of Contractor accessed during an audit conducted under this Contract.

Vendor acknowledgement 

**8. Records and Confidentiality of Student Information**


The Contractor 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. Contractor 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 Contractor. Contractor 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, Contractor shall turn over to District all student records of District's eligible students to whom Contractor has provided services under this agreement.

Vendor acknowledgement 


**9. Lunsford Act/Criminal Background Checks**

The Contractor 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 check 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 Contractor 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 Contractor 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, Contractor 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. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Contractor 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. Contractor 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. Contractor 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.

Vendor acknowledgement 


**10. Relationship of Parties**

The Contractor 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 Contractor be construed as an employee, agent, or principal of WCPSS.

Vendor acknowledgement  \_\_\_\_\_

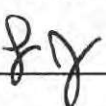
**11. Compliance with Applicable Laws**

Contractor shall comply with all applicable laws and regulations in providing services under this Contract. Contractor represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Contractor shall not employ any individuals to provide services to WCPSS who are not authorized by federal law to work in the United States.

Vendor acknowledgement  \_\_\_\_\_


**12. Applicable WCPSS Policies**

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

Vendor acknowledgement  \_\_\_\_\_


**13. Assignment**

The Contractor shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of WCPSS.

Vendor acknowledgement  \_\_\_\_\_


**14. Contract Modifications**

This contract may be amended only by written amendments duly executed by and between WCPSS and the Contractor.

Vendor acknowledgement  \_\_\_\_\_


**15. North Carolina Law**

North Carolina law will govern the interpretation and construction of the Contract.

Vendor acknowledgement  \_\_\_\_\_


**16. Compliance with Other Requirements**

The Contractor shall comply with, and continue to comply with, all DMV and NCDPI requirements pertaining to the driver education program.

Vendor acknowledgement 

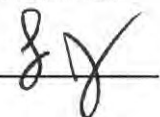
**17. Program Planning**

The Contractor shall be responsible for student registration, schedules, parental involvement, records, reports, issuing of certificates and program coordination with WCPSS personnel.

Vendor acknowledgement 

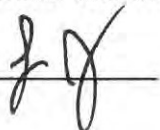
**18. Lead Teacher**

The Contractor shall provide a lead teacher at each high school for the purpose of coordinating the driver-training program with WCPSS.

Vendor acknowledgement 


**19. Types of Programs**

The Contractor and WCPSS shall make driver education available to all eligible students in three distinct programs, (a) after school, (b) Saturdays, and (c) summer. The Contractor 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 9:00 PM ET, Saturdays from 7:00 AM to 9:00 PM ET, before the regular school day and any other times agreeable to the Contractor, WCPSS and student. Ending time for the summer program only may be 9:00 PM ET. NOTE: Simulators may not be used for classroom or behind-the-wheel instruction.

Vendor acknowledgement 


**20. Class Size**

The Contractor shall schedule two students per vehicle for behind-the-wheel instruction unless a different number is otherwise agreed upon by both WCPSS and contractor in very certain circumstances. The Contractor shall maintain a maximum class size of forty (40) students for classroom instruction.

Vendor acknowledgement 


**21. Proficiency Test**

The Contractor shall comply with DPI, DMV, and WCPSS regulations and policies concerning proficiency testing.

Vendor acknowledgement 

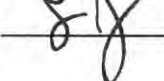
**22. Administrative Code**

The Contractor and WCPSS shall implement any changes made in North Carolina Administrative Code as required.

Vendor acknowledgement 

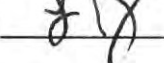
**23. Workers' Compensation**

The Contractor shall maintain such insurance as will protect them from claims under Worker's Compensation Insurance Acts which may arise from activities under this Agreement as noted in Section 23 of the attached Terms & Conditions. WCPSS shall be furnished with a certificate of workers' compensation insurance with agreement to provide WCPSS with a minimum of thirty (30) days' notice prior to any termination or modification of coverage.

Vendor acknowledgement 

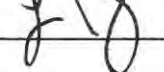
**24. Accident Reports**

In the event of an accident involving a student enrolled in this program, or a car operated by the Contractor while performing the obligations under this agreement, the Contractor shall report said accident immediately to the school principal and Senior Administrator for Driver Education. A written report shall be filed with WCPSS within three (3) school days of the accident. The Contractor and its employee will cooperate fully with WCPSS and officials and WCPSS insurance company's representative in the accident investigation. There will be no additional cost for providing the required assistance.

Vendor acknowledgement 


**25. Solicitation of Additional Behind-The-Wheel Driver Education**

The Contractor agrees 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 products other than those provided by the agreement.

Vendor acknowledgement 

**26. Paperwork**

The contractor agrees to complete and turn in all paperwork required by WCPSS and/or state authorities in a timely manner.

Vendor acknowledgement 

**27. Vehicles**

All vehicles used in this program will be provided by WCPSS and will meet all requirements of DMV. Each vehicle shall be equipped with an automatic transmission and dual-controlled brakes. The WCPSS will provide a maximum of 89 vehicles, 10 spares and 1 handicapped vehicle. The WCPSS shall periodically inspect driver education vehicles to ensure that standards for safe operations are not compromised.

The Contractor shall be responsible for:

- Providing gasoline.
- Maintaining a clean vehicle interior and exterior.
- Servicing cars at the WCPSS garage every 5,000 miles.
- Performing an operational inspection prior to each day's use and reporting any maintenance discrepancies to the Contractor Manager for resolution.
- Completing the WCPSS Vehicle Inspection Checklist monthly.
- Completing a WCPSS Vehicle Inspection Summary Sheet quarterly

Vendor acknowledgement \_\_\_\_\_



**28. Use of Classrooms**

WCPSS shall 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 the Contractor. The Contractor shall provide a minimum of thirty (30) students per classroom unless smaller class is authorized by mutual agreement between the Contractor and the WCPSS Senior Administrator for Driver Education.

Vendor acknowledgement \_\_\_\_\_



**29. Students Failing Driver Education**

Students who fail the driver education course will not be allowed to enroll again except for extenuating circumstances (to be determined by the principal). The Contractor is responsible for informing students and parents of this regulation.

Vendor acknowledgement \_\_\_\_\_



**30. Assignments**

The obligation of the Contractor under this Agreement is not assignable (may not be subcontracted) by the Contractor, either in whole or in part, without the prior written consent of WCPSS.


Vendor acknowledgement \_\_\_\_\_



**31. Insurance**

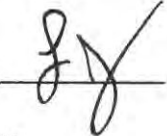
The Contractor shall provide, at its own expense, and maintain in force during the entire term of this Agreement, comprehensive general liability insurance in the amount of (\$2,000,000) per occurrence, insuring against any and all claims related to, or which may arise, from performance under this Agreement. General Liability shall include Sexual Abuse coverage. The Contractor agrees to name WCBOE as an additional named insured and to provide WCPSS with a copy of the liability policy evidencing such coverage. The Contractor shall also obtain, at its own expense, a non-owned and hired Auto Liability insurance policy in the amount of one million dollars (\$1,000,000). Such auto liability shall be primary arising out of the Contractor's own operations of any WCPSS driver education vehicle other than at times when a Contractor's driver education instructor is providing direct instruction to student drivers in the vehicle as set forth in this

Agreement. 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.

Vendor acknowledgement 


**32. Hold Harmless**

The Contractor agrees 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 the Contractor’s own operations of any WCPSS driver education vehicle other than at times when a Contractor’s driver education instructor is providing direct instruction to student drivers in the vehicle as set forth in this Agreement.

Vendor acknowledgement 

**33. Independent Contractor**

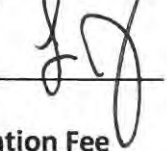
The Contractor, in the performance of this agreement, shall be and act as an independent contractor and its officers, employees and agent shall not be considered officers, and employees or agent of WCPSS, and nothing herein shall be construed as creating a partnership or joint venture. As such, the Contractor agrees to provide all manpower necessary to fully perform all aspects of the driver education program. This shall include, but not be limited to, management, clerical assistance, instructors, and coordinators. Vendor shall provide employment of all instructors, both for classroom and BTW (up to 80 BTW and 25 classroom instructors).

Vendor acknowledgement 

**34. Payment Procedure for Eligible Students**


The WCPSS shall pay the contractor as full compensation for any and all services rendered by the Contractor pursuant to the terms and conditions of this agreement.

The billing procedure to the WCPSS will be determined before the program begins. The Contractor shall provide the WCPSS an itemized invoice for services rendered on a monthly basis. WCPSS will render payment within twenty (20) days of receipt of billing invoice. No prepayment will be made. Other necessary specifics regarding the billing process will be agreed upon between the contractor and WCPSS.

Vendor acknowledgement 

**35. Collecting Driver Education Fee**

On behalf of WCPSS, the contractor will collect student fees (\$65) for driver education in accordance with the following: For online payment through Online School Payments (OSP), the contractor will receive \$63.20 per student and OSP will receive \$1.80. For walk-ins, the contractor will receive \$63.20 per student and a \$1.80 administrative fee. WCPSS will pay the contractor the difference between the cost of services for “Student completed for classroom instruction” and the \$63.20 the contractor receives per student when collecting the driver education fee.

Vendor acknowledgement 

36.

**Termination of Agreement for Default Payment Procedure for Eligible Students**

On behalf of WCPSS, the contractor will collect student fees (\$65) for driver education in accordance with the following: For online payment through Online School Payments (OSP), the contractor will receive \$63.20 per student and OSP will receive \$1.80. For walk-ins, the contractor will receive \$63.20 per student and a \$1.80 administrative fee. WCPSS will pay the contractor the difference between the cost of services for "Student completed for classroom instruction" and the \$63.20 the contractor receives per student when collecting the driver education fee.

Vendor acknowledgement \_\_\_\_\_



**37. Term of Agreement**

This agreement shall be in full force and effect for the period commencing July 1, 2022, and ending June 30, 2025, unless terminated earlier as provided in paragraph 36 of this agreement. This agreement may be renewed for two consecutive one-year terms if each contracting party mutually agree to the renewals. Any cost-of-service increase in subsequent years must be declared six (6) months prior to the end of the school year, at which time WCPSS will decide to renew or rebid.

Vendor acknowledgement \_\_\_\_\_



**38. Bid – Cost Statement**

The Contractor will include as part of the bid proposal, a completed "Bid Sheet, Driver Education Service," (Page 16).

Vendor acknowledgement \_\_\_\_\_



## **EVALUATION PROCESS**

According to Title 16 NCAC 06E.0303 (North Carolina Administrative Code on Driver Education Contracts) "Contracts shall be awarded on a competitive basis through requests for proposals to contract. Local boards of education shall establish the process for soliciting proposals, the number of proposals required, and the time and place for receiving and opening proposals. In addition, local boards of education shall determine whether bid bonds or performance bonds shall be required. Decisions to award contracts shall be based on quality, safety, costs, and such other reasonable factors as local boards of education may establish."

The contract will be awarded to the vendor offering the most functionally suitable program for WCPSS needs at an optimal benefit/cost arrangement. Contractor should note that cost is only one element of consideration and will not control the award. The successful vendor will have met all of the General Conditions and Special Requirements and Provisions of the RFP, as well as addressing and meeting all of the Specifications of the RFP.

All proposals will be evaluated according to criteria set forth in the entirety of the RFP. The award of a contract or contracts does not mean that the other proposals lacked merit, but rather with all factors considered, the selected proposal was deemed to provide the best program and value to the WCPSS.

Vendors are cautioned that this is a Request for Proposal, not a request to contract, and the WCPSS reserves the unqualified right to reject offers for any contract when such rejection is deemed to be in the best interest of the WCPSS.

The Superintendent of WCPSS will select the vendor to be recommended to the Wake County Board of Education. The Wake County Board of Education will award the contract to a vendor.

**BID SHEET**

**DRIVER EDUCATION SERVICE**

**COST OF SERVICE**

- A.     \$ 66.80 /Student completed for classroom instruction only
  
- B.     \$ 202.00 /Student completed for behind-the-wheel training only
  
- C.     \$ 268.80 /Student completed for classroom instruction and behind-the-wheel training

\*\*A = \$65.00 collected from parent of classroom cost of service\*\*

**REFERENCES**

List below three (3) references (company or school system) using your driver education training services:

<u>NAME OF FIRM</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
Charlotte-Mecklenburg School	Connie Sessoms	704-434-6159
Wake County Public Schools	Devin Tanner	919-795-7799
Franklin County Public Schools	Dr. Larry Webb	919-496-4159

**CONTRACTOR INFORMATION SHEET**

Contractor's Name Jordan Driving School

Federal I.D. No. or Social Security No. 56-1777861

Contractor's Telephone No. 919-772-4877

Date Firm Established March 1991

Service Experience (Years) 31 years, 2 months

Name of individual authorized to answer questions concerning the information contained herein:

Name Lorraine Jordan

Telephone No. 919-819-4877

Facsimile No. 919-662-2628

Name of Designated Management Person to Contact after Award of Contract:

Lorraine Jordan, 101 Timber Pointe Lane, Garner, NC 27529

1. Name the three (3) largest school systems serviced by your firm:

District: Wake County Public Schools Numbers Serviced: CR: 6,350 BTW: 5,507 BTW Yrs. Exp: 31 yrs. 2 mo.

District: Charlotte-Mecklenburg School Numbers Serviced: CR: 6,885 BTW: 4,973 BTW Yrs. Exp: 27 yrs. 2 mo.

District: N/A Numbers Serviced: \_\_\_\_\_ BTW Yrs. Exp: \_\_\_\_\_

2. Number of driver education students trained annually.

a. 2018 Classroom: 13,393 BTW: 11,537

b. 2019 Classroom: 12,985 BTW: 12,617

c. 2020 Classroom: 7,223 BTW: 5,243

d. 2021 Classroom: 10,036 BTW: 6,113

3. Number of a) DPI certified instructors; b) DPI certified with DMV endorsement; or c) DMV certified instructors (No DPI certification) employed:

a. Currently a. 4 b. 56 c. 41

b. Number available to assign to WCPSS at this time a. 4 b. 56 c. 41

c. Date by which necessary number of certified instructors would be available to instruct number of students on which you bid if not now available: Currently Available

4. What salary do you pay instructors:

DPI certified: Page 41-42

DPI certified with DMV endorsement:

Page 41-42

DMV certified instructors: Page 41-42

Do you pay differently according to the LEAs that you are providing services for?

If so, provide payment scale for those LEAs. Explained on pages 41 & 42

5. Is your driving school currently licensed with DMV? YES X NO   

(Vendors must provide a copy of their certification from the NCDMV with their proposal)

6. Do you have insurance in the type and amounts required by the bid? YES X NO   

7. If awarded the bid, how long will it take your firm to organize and be prepared to begin Driver Education

Instruction to WCPSS?   0   Weeks

**For the following questions, please submit response in essay form. If this was included in contractor's bid, please reference the appropriate page numbers, or otherwise identify the bid pages where the information can be found on the lines below:**

8. How does your firm plan to provide and manage the required classroom and behind-the-wheel instruction for the Driver Education Program? If this was included in your bid, you may reference the appropriate page numbers or otherwise identify the bid pages. Submit response in essay form and attach to your bid.

*Information located on See Attached Addendum – Driver Education Program, Pages 52-55*

9. Describe your office operations and office staffing to maintain a quality Driver Education Program in the Wake County Public School System.

*Information located on Page 43*

10. Please describe your use of technology for your Driver Education program.

*Information located on Page 44*

11. Please list the counties utilizing the technology provided by your Driver Education program and contacts (lead teachers) with these counties that can explain the technology.

*Information located on Page 45*

12. What innovative instructional programs and techniques have you incorporated into your course of study in the schools currently under contract?

*Information located on Page 46*

13. Explain the staff development plan for your instructional staff.

*Information located on Page 47*

14. List ways you presently communicate with the schools and communities where you currently hold contracts.

*Information located on Page 48*

15. What do you currently do or propose to do to enhance other school activities besides Driver Education?

*Information located on Page 49*

16. Provide a copy of your company's Employment Policy Manual including equal employment opportunities, orientation of employees, recruitment, and selection, hiring procedure, criminal records check, retention and promotion, dismissal, retirement, resignation, standards of conduct, drug-free and tobacco free environment, prohibited conduct on school property, conduct of employees toward students, and sexual harassment.

*Information located on Explanation is on Page 50 (Policy Manual included in Appendix)*

17. Describe the process your company will use in collecting the \$65 fee and the procedures you will follow.

*Information located on Page 51*

**DRIVER EDUCATION INSTRUCTORS****(2018-2021)**

Fill out this form listing all driver education instructors currently employed by your driving school with their certification and experience. Duplicate this form as needed.

<b>NAME</b>	<b>CERTIFICATION</b>	<b>EXPERIENCE</b>
1. Altman, Wiley "Max"	DMV	6
2. Baker, John	DMV-DPI	14
3. Barnes, Russell	DMV-DPI	23
4. Bazemore, Sheila	DMV-DPI	6
5. Berryman, Lenora	DMV	9
6. Bethea, Keyonna	DMV	0
7. Bolick, Daniel	DPI	31
8. Boyd, Alvinia	DMV-DPI	0
9. Bramble, Ed	DMV	19
10. Bridges, Eva	DMV-DPI	0
11. Brockington, Rosemary	DMV	6
12. Bruce, Dennis	DMV	6
13. Bunn, William	DMV-DPI	6
14. Carson-Myers, Tricia	DMV-DPI	6
15. Clarke-Tulloch, Sharon	DMV	0
16. Coble, Mary	DMV	10
17. Codrington, Louis	DMV	0
18. Coombe, Jack	DMV	22
19. Cortorreal, Arelis	DMV	5

<b>NAME</b>	<b>CERTIFICATION</b>	<b>EXPERIENCE</b>
20. Cuffee, Sharon	DMV-DPI	0
21. Davis, Christopher	DMV-DPI	0
22. Davis, Lillie	DMV	16
23. Davis, Talia	DMV-DPI	7
24. Demby, Laura	DMV-DPI	0
25. Dillingham, Elizabeth	DMV-DPI	2
26. Dove, Deborah	DMV-DPI	17
27. Dunbar, Sandra	DMV	4
28. Dunston, Frederick	DMV-DPI	5
29. Ellstrom, Lisa	DMV-DPI	10
30. Elston, Kevin	DMV	30
31. Epps, Leslie	DMV-DPI	6
32. Finney, Steven	DMV	1
33. Fischer, Sandra	DMV	28
34. Fister, Stephen	DMV-DPI	11
35. Flythe, Reginald	DMV-DPI	26
36. Fruth, Christine	DMV-DPI	7
37. Genus, Sharon	DMV-DPI	0
38. Giles, Cynthia	DMV-DPI	7
39. Gunnell, Cynthia	DMV	6
40. Hawkins, David	DMV-DPI	10
41. Herndon, Connell	DMV	5

<b>NAME</b>	<b>CERTIFICATION</b>	<b>EXPERIENCE</b>
42. Hill, Regina	DMV	6
43. Hope, Jay	DMV	0
44. Hodge, Charles	DMV-DPI	7
45. Huggins, Jimmy	DMV-DPI	21
46. Hunter, Carolyn	DMV-DPI	16
47. Hunter, Thomas	DMV	20
48. Hutchinson, Simeon	DMV	6
49. Jackson-Chasten, Paula	DMV	6
50. Jones, Brenda	DMV	4
51. Lambert, Keisha	DMV-DPI	0
52. Langdon, Lorraine	DPI	31
53. Leach, Thurman	DMV-DPI	19
54. Leary, Patrick	DPI	27
55. Lee, Edward Allen	DMV-DPI	0
56. Lister, John "Jack"	DMV-DPI	20
57. Maggio, Michelle	DMV-DPI	2
58. McMillian, Anthony	DMV-DPI	0
59. Miller, Desmond	DMV	0
60. Morgan, Vivian	DMV	1
61. Otten, Sharon	DMV-DPI	4
62. Owens, Lewis	DMV-DPI	5
63. Parks, Kelly	DMV-DPI	10

<b>NAME</b>	<b>CERTIFICATION</b>	<b>EXPERIENCE</b>
64. Pearce, Sherry	DMV	11
65. Pearce-Cameron, Patrina	DMV	5
66. Pearson, Donald	DMV	6
67. Peebles, Michael	DMV-DPI	4
68. Perry, Edward	DMV-DPI	5
69. Pertell, Rhonda	DMV-DPI	10
70. Powell, William	DMV-DPI	26
71. Price, Harold	DMV	6
72. Ramsey, Kimberly	DMV	2
73. Ray, Jimmy	DMV-DPI	10
74. Ray-Nobles, Margaret	DMV-DPI	2
75. Reed, Frank	DMV-DPI	0
76. Regan, Maria	DMV	2
77. Reid, Julius	DMV	2
78. Rhodes, Alfreda	DMV-DPI	6
79. Robinson, Darryl	DMV-DPI	26
80. Robinson, Michael	DMV	4
81. Sherman, Cliff	DMV-DPI	8
82. Short, Ida	DMV	0
83. Smith Jr., Tommy	DMV-DPI	0
84. Sparrow, Calvin	DMV-DPI	5
85. St. Clair, Linda	DMV	20

<b>NAME</b>	<b>CERTIFICATION</b>	<b>EXPERIENCE</b>
86. Stainback, Jay	DMV	30
87. Staton, Donnell	DMV-DPI	0
88. Stefanou, Anita "Kathy"	DMV-DPI	14
89. Stephenson, Angela	DMV-DPI	15
90. Tharrington, Edward	DMV-DPI	9
91. Thomas, Gene	DMV-DPI	9
92. Thompson, Willie	DMV-DPI	10
93. Walls, Joseph	DMV-DPI	20
94. Washington, Lashena	DMV-DPI	0
95. Watkins, Emma	DMV-DPI	7
96. West, Johnetta	DMV	0
97. Wheeler Jr., Ronald	DPI	15
98. Wicker, Joyce	DMV	5
99. Wilson, Barbara	DMV-DPI	20
100. Wilson, Friederike	DMV	0
101. Wilson-Smith, Jacqueline	DMV	17

**CONTRACTED SERVICES****(2015-2018)**

Fill out this form listing all school systems in North Carolina with which your company has contracted to provide Driver Education for any time period since 2018. If there are school systems you contracted with since 2018 but are no longer providing services, please provide an explanation. Please justify the differences in cost from system to system, if any. Duplicate this form as needed.

**District**    Wake**Contact Person**    Devin Tanner**Telephone**    919-533-7139

Year	Number of Students		Number of Instructors		Cost of Service	
	CL	BTW	CL	BTW	CL	BTW
2018	13,393	11,537	44	94	\$44.00	\$178.00
2019	12,985	12,617	34	93	\$50.00	\$182.00
2020	7,223	5,243	29	75	\$50.00	\$182.00
2021	10,036	6,113	26	63	\$50.00	\$182.00

Explanation and Justification: Covered in Proposal

\*Some BTW teachers also teach classroom

**District**    Charlotte- Mecklenburg**Contact Person**    Connie Sessoms**Telephone**    704-434-6159

Year	Number of Students		Number of Instructors		Cost of Service	
	CL	BTW	CL	BTW	CL	BTW
2018	8,781	8,011	36	56	\$65.00	\$145.00
2019	8,640	8,366	31	53	\$65.00	\$150.00
2020	5,695	3,262	29	44	\$65.00	\$150.00
2021	7,490	5,178	27	40	\$65.00	\$150.00

Explanation and Justification: Vehicle Liability Insurance

\*Some BTW teachers also teach classroom

#### 4.0 **Additional Qualifications**

- 4.1 **THE VENDOR shall be licensed and approved to do business in the State of North Carolina.**
- 4.2 Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
- 4.3 Vendors will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry, or the Federal Government debarred vendor registry.  
(Federal Government)  
<https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>  
(State of North Carolina)  
<https://ncadmin.nc.gov/documents/nc-debarred-vendors>

#### 5.0 **PROPOSAL EVALUATION**

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals. Provider(s) will be considered based on their ability to meet all state requirements for the program and available capacity to serve the backlog of student behind the wheel needs and the costs per child.

The services that are the subject of this RFQ/P are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFQ/P. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

6.0 **REQUIRED SUBMITTALS**

6.1 The Vendor shall submit a copy of the entire proposal, including the attached documents:

- 6.1.1 Complete copy of bid, including signed execution page (page 2)
- 6.1.2 Contractor Information sheet and responses to questions
- 6.1.3 List of Driver Education Instructors
- 6.1.4 Contracted Services form
- 6.1.5 Copy of Certificate of Insurance
- 6.1.6 Customer References
- 6.1.7 Attachments A, B, & C

7.0 **DEADLINE FOR PROPOSAL SUBMITTAL**

7.1 Sealed proposals are due no later than **Monday, June 20, 2022, at 2:00 PM ET**. WCPSS reserves the right to reject any proposals that are not submitted by the deadline. Questions regarding the RFP shall be answered per aforementioned instructions.

**CUSTOMER REFERENCES**

Vendors shall provide at least three references, for similar size and scope projects, for which comparable services and supplies have been provided.

Name of Organization	Wake County Public Schools	Contact Person Name	Devin Tanner
Annual Contract Value	\$2,025,000.00	Contact Person Title	Driver Education Coordinator
Contract Start Date	7/1/2021	Contact Person Telephone Number	919-795-7799
Contract End Date	6/30/2022	Contact Person Email Address	dtanner@wcpss.net

Name of Organization	Charlotte-Mecklenburg Schools	Contact Person Name	Connie Sessoms
Annual Contract Value	\$1,900,000.00	Contact Person Title	Driver Education Coordinator
Contract Start Date	7/1/2021	Contact Person Telephone Number	704-343-6159
Contract End Date	6/30/22	Contact Person Email Address	Connie.sessoms@cms.k12.us

Name of Organization	Franklin County Schools	Contact Person Name	Dr. Larry Webb
Annual Contract Value	\$120,000.00	Contact Person Title	Driver Education Coordinator
Contract Start Date	7/1/2007	Contact Person Telephone Number	919-496-4159
Contract End Date	6/30/2008	Contact Person Email Address	larrywebb@fcschools.net

## 8.0 Attachments

### **TERMS & CONDITIONS**

**AWARD OF CONTRACT:** It is the general intent to award this contract to a single vendor, unless otherwise described in the RFP. The right is reserved, however, to make awards to multiple vendors, if such shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Vendors should show any required unit prices but are requested also to offer a lump sum price where appropriate.

**RFP EVALUATION:** Proposals are requested for the services in the RFP. The Wake County Public School System reserves the right to reject any proposal for any reason. Vendor(s) are cautioned that any/all information furnished or not furnished on this proposal may be used as a factor in determining the award of this contract.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by the vendor. Otherwise, it will be considered that the services offered are in strict compliance with these specifications and requirements, and successful vendors will be held responsible, therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Wake County Public School System that deviations will be acceptable. Vendor is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this RFP.

**FIRM PROPOSAL:** Prices and any other entry made hereon by the vendor shall be considered firm and not subject to change or withdrawal.

WCPSS Purchasing Department Ethics Policy and Standards of Conduct shall apply to this RFP.

**CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION:** During the proposal process from the date proposals are issued through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any Wake County Board of Education member, any employee of WCPSS, or any other person in any way involved in the award of this contract, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award. A Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by WCPSS for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision. Notwithstanding the above, the vendor may direct any written concerns, questions, or issues to Debra Wallace at [dwallace2@wcpss.net](mailto:dwallace2@wcpss.net).

### **TERMS AND CONDITIONS**

1. **READ, REVIEW AND COMPLY:** It shall be the vendor’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. Vendor shall review WCPSS’s Purchasing Department Ethics Policy and Standards of Conduct and shall refrain from any actions that would cause an employee to be in violation of the policies.

2. **NOTICE TO VENDORS:** All proposals are subject to the provisions of special terms and conditions specific to this RFP, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a vendor’s response. This applies to any language appearing in or attached to the document as part of the vendor’s response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **EXECUTION:** Failure to sign under EXECUTION section will render the proposal invalid.

4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this RFP, the order of precedence shall be (1) special terms and conditions specific to this RFP, (2) specifications, and (3) Instructions to Vendors.

5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the vendor's proposal shall be valid for 45 days from the date of proposal opening. Preference may be given to responses allowing not less than 45 days for consideration and acceptance.

6. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the vendor will be held responsible, therefore. Deviations shall be explained in detail. The vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

7. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the WCPSS representative named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The vendor is cautioned that the requirements of this RFP can be altered only by written addendum and that verbal communications from whatever source are of no effect.

8. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the vendor, to accept any item in the proposal.

9. **AWARD OF CONTRACT:** Qualified proposals will be evaluated and acceptance may be made to the proposal most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the services offered; the general reputation and performance capabilities of the vendors; the substantial conformity with the specifications and other conditions set forth in the RFP; the suitability of the services; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the services in question. WCPSS also reserves the right to reject any and all proposals.

10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

11. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the vendor does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the vendor. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

12. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.

13. **RECIPROCAL PREFERENCE: G.S. 143-59** establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident vendors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the vendor is directed or managed.

14. **DEFAULT AND PERFORMANCE BOND:** In case of default by the vendor, WCPSS may procure the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require a performance bond or other acceptable alternative guarantees from a successful vendor without expense to WCPSS.

15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the services prior to their delivery, it shall be the responsibility of the vendor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

17. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

18. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the state of North Carolina.

19. **INSPECTION AT VENDOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment, plant, or other facilities of a prospective vendor prior to contract award, and during the contract term as necessary for WCPSS determination that such services conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

**20. PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the vendor for payment if the vendor accepts that card (Visa, MasterCard, etc.) from other customers.

**21. PATENT:** The vendor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.

**22. ASSIGNMENT:** No assignment of the vendor's obligations nor the vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the vendor, WCPSS may: a. Forward the vendor's payment check directly to any person or entity designated by the vendor, and b. Include any person or entity designated by the vendor as a joint payee on the vendor's payment check. In no event shall such approval and action obligate WCPSS to anyone other than the vendor and the vendor shall remain responsible for fulfillment of all contract obligations.

**23. INSURANCE:**

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by state of North Carolina Workers Compensation laws. Employer's Liability - At least

Part A - Bodily Injury Statutory Limits

Part B - By Accident \$500,000 each accident

By Disease \$500,000 policy limit

\$500,000 each employee

b. Public liability and Property Damage Insurance - The Vendor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate \$2,000,000

Premises Operations \$1,000,000

Personal & Advertising Injury \$1,000,000

c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. Certificates of Insurance acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability.

The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.

**24. GENERAL INDEMNITY:** The vendor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the vendor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the vendor. The vendor represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the project. This section shall survive the termination or expiration of this contract.

**25. LUNS福德 ACT/CRIMINAL BACKGROUND CHECKS:** The Vendor 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 check 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 Vendor'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 Vendor 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 Vendor 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, Vendor 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. Vendor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Vendor 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. Vendor 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. Vendor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time at 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 Vendor's expense. If the school system exercises this right to conduct additional criminal records checks, Vendor 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. Vendor 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 Vendor 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.

**26. ACCESS TO PERSONS AND RECORDS:** WCPSS and its internal auditors shall have access to persons and records as a result of this contract. Vendor shall provide reasonable access to all documents, invoices, pay records and other materials involved in this contract.

**27. COMPLIANCE WITH E-VERIFY:** Vendor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Vendor 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. Vendor 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. Vendor 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.

**28. COMPLIANCE WITH AFFORDABLE CARE ACT:** Vendor 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.

**29. RESTRICTED COMPANIES LIST.** Vendor represents that as of the date of this Contract, Vendor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Vendor also represents that as of the date of this Contract, Vendor 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.

**30. TERMINATION FOR DEFAULT.** At any time, the School System may terminate this Contract immediately and without prior notice if Vendor is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided. The Vendor shall reimburse the School System for any costs and expenses incurred by the School System resulting from the Vendor's default. In the event of a termination pursuant to this section, the school system reserves its rights to pursue all remedies to which it may be entitled at law or in equity.

**31. 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 Vendor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Vendor 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 Vendor for all services performed and accepted as of the date of termination.

## WCPSS PURCHASING DEPARTMENT ETHICS POLICY AND STANDARDS OF CONDUCT

All purchasing department employees conducting business transactions on the behalf of the Wake County Public School System hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

### **Conflict of Interest:**

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Wake County Public School System.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Wake County Public School System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Wake County Public School System facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Wake County Public School System.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations.

6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

### **Nepotism:**

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family.

### **Gifts to Employees:**

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

## WAKE COUNTY PUBLIC SCHOOL SYSTEM BID PROTEST PROCEDURE

### PURPOSE

To ensure fairness and to promote open competition, Wake County Public School System shall be consistent in responding to an offeror's protest over contract awards.

### PROCEDURE

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) calendar days of Wake County Public School System's transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the Senior Director of Purchasing, Building F, 1551 Rock Quarry Road, Raleigh, NC 27610 and must include all of the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested.

After careful consideration of all relevant information the Senior Director of Purchasing shall make a written decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

**VENDOR INFORMATION FORM**

Company Name (include dba): Jordan Driving School, Inc

Phone number: 919-772-4877 Fax: 919-662-2628 E-mail: [carolinaroad@bellsouth.net](mailto:carolinaroad@bellsouth.net)

Contact: Lorraine Jordan

Corporate Office Address: 101 Timber Pointe Lane, Garner, NC 27529

Wake County Office Address (if different from Corporate): N/A

Web Address: JordanDriving.com

Length of time in business: 31 years, 2 months Number of permanent employees: 106

DOT #: N/A (if applicable) Motor Carrier License #: N/A (if applicable)

Insurance Contact: Daniel Wilson Phone: 919-632-6153

The Wake County Public School System reserves the right to reject or disqualify any and all vendors, waive informalities and irregularities in the bid process, and to accept vendors, which are considered to be in the best interest of the School System.

### MBE INFORMATION

**HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. (<https://ncadmin.nc.gov/businesses/hub>)

**MBE INFORMATION: (Required)**

Please provide the following data in order for WCPSS to provide it to the Office for Historically Underutilized Businesses, NC Department of Administration.

I certify the status as a minority business (at least 51% of business is owned by) as recognized by the State of NC: (<https://ncadmin.nc.gov/businesses/hub>)

(Check all that apply)

- Black, African American (B)
- Hispanic (H)
- Asian American (AA)
- American Indian (IA)
- Socially and Economically Disadvantaged (SE)
- Female (F)
- Not Applicable

Vendor Signature: 

Date: 6/08/2022

Print Name: Lorraine Jordan

**IDENTIFICATION OF HISTORICALLY UNDERUTILIZED BUSINESS PARTICIPATION**

Solicitation Number: RFP #251-23-93

Bid / Solicitation Description: Driver Education Services

I, Jordan Driving School, Inc.  
(Name of Bidder)

do hereby accept that on this project, we will use the following certified Historically Underutilized Businesses (HUBs) as vendors, suppliers, subcontractors, or providers of professional services.

Self-Performing: Check here if bidder will be doing all work with no subcontractors or suppliers:  X

Bidder's HUB Certification Status: HUB Certified? (Circle one) Yes   No  X

Sub-Contract HUB Firm Name, Address and Phone #	Type of Work	\$ Amount*	HUB Category**
N/A			

\* HUB Certification with the NC HUB Office required to be counted toward state participation goals.

\*\*Minority categories: Black / African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Socially and Economically Disadvantaged (D), Disabled Business Enterprise (DBE), Nonprofit Work Center for the Blind and Severely Disabled (NPWC)

Total value of Certified HUB sub-contracting will be (\$) \_\_\_\_\_.

Total Bid Amount (\$): \_\_\_\_\_

HUB Participation Percentage:  $\frac{\text{Total value of Certified HUB sub-contracting}}{\text{Total Bid Amount}} = \text{_____ \%}$

## **CONTRACT PROVISIONS REGARDING THE USE OF FEDERAL FUNDS**

The Contractor is notified that this project may be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

### **Remedies for Breach**

When federal funds are expended by **Wake County Board of Education (the School System)**, the School System reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

### **Termination for cause and for convenience by the School System**

When federal funds are expended by the School System, the School System reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The School System also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the School System believes, in its sole discretion that it is in the best interest of the School System to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the School System as of the termination date if the contract is terminated for convenience of the School System. Any award under this procurement process is not exclusive and the School System reserves the right to purchase goods and services from other vendors when it is in the best interest of the School System.

### **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by the School System on a contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**

During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. the School System will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. the School System will report all suspected or reported violations to the Federal awarding agency.

### **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the

Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance**

The Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **Debarment and Suspension**

Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

### **Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

When federal funds are expended by the School System for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by the School System resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**Compliance with Solid Waste Disposal Act**

In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

**Prohibition on certain telecommunications and video surveillance services or equipment**

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this contract shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

**Domestic Preference**

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**Records Retention Requirements**

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**Certification of Non-Collusion Statement**

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Prohibition on Gifts**

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee, or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.

**wake county pay scale**

**Classroom**

*The classroom hourly rate of pay is a sliding scale based on years of experience.*

0-4 years: \$15 per hour

5-8 years: \$16 per hour

9-12 years: \$17 per hour

13 + years: \$18 per hour

**Behind-the-Wheel**

*The behind-the-wheel hourly rate of pay is a sliding scale based on the number of students taught. Teaching a classroom counts as "6 students driven" when calculating rate of pay.*

**DMV & SDPI Certified Instructors**

Hourly Rate	Number of Students Taught
\$20	20 +
\$18	16-19
\$15	12-15
\$12	1-11

**Lead Teacher Salary**

\$300 monthly plus \$5 for each student registered for the classroom phase of driver education.

## **Charlotte-Mecklenburg County Pay Scale**

### **Classroom**

Instructors are compensated \$18 per hour.

### **Behind-the-Wheel**

*The behind-the-wheel hourly rate of pay is a sliding scale based on the number of students taught. Teaching a classroom counts as "6 students driven" when calculating rate of pay.*

Hourly Rate	Number of Students Taught
\$18	30 +
\$17	25-29
\$16.50	20-24
\$16	15-19
\$15	12-14
\$11	1-11

**9. Describe your office operations and office staffing to maintain a quality Driver Education Program in the Wake County Public School System.**

JDS's home office is in Wake County at 101 Timber Pointe Lane, Garner, North Carolina 27529. This serves as the administrative office. A full-time office administrator works in the office from 9:00 am to 5:00 pm to answer the phone and assist the lead teachers at the various high schools. The president personally oversees the entire Wake County operation. She is assisted by her full-time staff.

Two instructors are on-call during all instruction hours. There is twenty-four hour a day voicemail for all staff members. Staff are required to retrieve and return messages daily.

JDS has two telephone lines: 919-772-4877 and 919-662-1883 for incoming calls. There is also a private fax line, 919-662-2628. Jordan Driving School maintains a website that stays updated with current available classes and information: [JordanDriving.com](http://JordanDriving.com). The Jordan Driving School email address is [jds@jordandriving.com](mailto:jds@jordandriving.com). All records are maintained at the JDS office and at each school site.

The owner, President, and Executive Director of JDS is Lorraine Jordan. Lorraine is a former WCPSS teacher who taught in the WCPSS for 13 years. Lorraine has served as President of the Capital Area Driver Education Teachers Association and is a two-time past president of the State Driver Education Association (NCDTSEA). She also served on the Board of Directors of the NCDTSEA. In 1995, she was the recipient of the NCDTSEA Teachers Award.

JDS' commitment to quality is shown in the areas of administration and management. JDS is noted for the high quality of professionalism shown by its administrative staff. This has become one of the recognizable strengths of JDS throughout North Carolina.

- The Personnel Director. Major duties include serving as personnel director, instructor training, certification, and staff development.
- The Field Supervisor. Major duties include behind-the-wheel evaluations and maintaining teacher ratios at school locations.
- The Office Manager. With the aid of the administrative assistant, they enter student data for invoicing, takes phone calls and greets visitors, monitors the fuel account, compiles monthly statistical reports, and provides office support services. They maintain the JDS website, collect the monthly paperwork for invoicing, archive student records, and maintain the invoice databases.
- The Technology Supervisor. Their major duty is training and assisting instructors with the use of the instructional technology (computer program).
- JDS has a lead teacher in each Wake County public high school to locally coordinate the driver education program. The basic duties of the lead teacher are to register all students eligible for driver education at their school, schedule classroom sessions, maintain files of student records, log all restricted permits, maintain, and store all instructional equipment, and keep the proper administrator informed of the local status of driver education.

**10. Please describe your use of technology for your Driver Education program.**

During the first few years of providing Driver Education to contracting counties, JDS continued to offer a traditional type of Driver Education program. Realizing that to be effective, Driver Education instruction must stay relevant and motivating, Lorraine Jordan, pioneered the development of a Driver Education software system. Mrs. Jordan convinced the North Carolina Department of Public Instruction to allow computers to be purchased with State Driver Education funds. This enabled the development of computer labs for the Driver Education program and for other areas of the school curriculum. Driver Education utilizes the labs after regular school hours. Ms. Jordan consulted with Costech Technologies, Inc. in developing the software system now known as the Costech Driver Education Software System. The pilot program implemented by Ms. Jordan proved to be so successful that the North Carolina State Department of Public Instruction added computers to the State Purchasing Requisition Code (PRC) for Driver Education.

In the fall of 1997, a statewide pilot program was established at Southeast Raleigh High School. Since then, many people have visited to get a firsthand experience with computer-assisted instruction. Southeast Raleigh High School has become a national demonstration site for the software system.

Through the Costech Research and Development Division, the software continues to improve its effectiveness for student learning. Now the program is online for world accessibility. The Wake County Public School System quickly took advantage of the possibilities, and students can now access the program via the internet from any online computer with the system.

The Driver Education Software System has been showcased at the North Carolina School Board Association Conference, the North Carolina Association of Administrators Conference, the North Carolina Driver and Traffic Safety Education Conference, the Southeast Regional Conference of the American Driver and Traffic Safety Association, and the North Carolina Association for Curriculum and Development Conference. The software system has been shown to school districts throughout the United States.

The Driver Education software system is a valuable resource for the instructor. Along with the textbook(s), workbook(s), videos and discussion, the software system can become a standard learning tool in the total Driver Education program. It has a multi-media interactive learning program that allows students to read, listen, see and respond with immediate feedback. The administrative module gives tests through its vast data bank, grades, averages, and archives them for permanent record keeping. It also provides reports and schedules notices in accordance to instructors' needs. Results can be electronically filed to a central location of permanent archives. To compliment the software system, a North Carolina Driver Education textbook, a classroom workbook, and an in-car manual have been developed by JDS instructors. Along with the development of the North Carolina textbooks, JDS has development its own curriculum guide with classroom and behind-the wheel lesson plans.

The Costech Driver Education software system is presently being used as a teaching tool in all Wake County High Schools. There is at least one instructor at each WCPSS high school who has been trained to instruct students using the Costech Driver Education Software System.

**ask these counties about the technology provided by your Driver Education program and contacts (lead teachers) with these counties that can explain the technology.**

Wake County

Cliff Sherman

Charlotte/Mecklenburg

Connie Sessoms

**12. What innovative instructional programs and techniques have you incorporated into your course of study in the schools currently under contract?**

The multimedia interactive software used in the classroom by JDS instructors is incorporated with the traditional methods of teaching such as teacher/student discussion and student activities. Students use consumable workbooks that allow them to keep their work so it can be shared with their parents. The same concept is used for the behind-the-wheel phase where consumable manuals are used to indicate the skills taught for a particular day and the level of mastery performed by the student. This is to be shared with the parent after each lesson enabling the parent to have an understanding of the level of competence achieved by their child. JDS believes that this information is helpful when parents begin their role as the supervisory driver.

Most special education or special needs students take the classroom phase within the regular classroom setting. When these students are identified, instructors will provide these students with as much individual instruction as possible. JDS attempts to communicate with the parents and/or the special education teacher at the school as to what special needs to student may have as per the student's IEP. Textbooks and workbooks especially prepared for special education students are available when the need is determined. Special education students are given special study materials that may be taken home. Test may be taken within their special education classes if warranted. If necessary, test and study materials are read to them for better comprehension. Special education teachers are invited to participate by visiting the Driver Education class and are encouraged to assist their particular student(s). For hearing impaired students, interpreters may attend class with the student (both classroom and behind-the-wheel). If there is a need, JDS is prepared to conduct classes of smaller sizes to accommodate the students' needs.

For students for whom English may be a second language, Jordan Driving School has employed Spanish speaking instructors to work with these special groups of students. JDS has one Spanish speaking instructor who teaches classroom and behind-the-wheel. We work with the ESL teachers at various high schools and have set up Spanish Driver Education classes at these schools in the past.

### **13. Explain the staff development plan for your instructional staff.**

JDS instructors are provided a continuous program of staff development in an effort to ensure the quality of instruction. Quarterly, JDS instructors are required to attend staff meetings. The staff meetings hold two very important purposes: (1) to continuously update instructors on the Driver Education program and, (2) to provide current staff development required for DMV renewal certification. All instructors are requested to be active members of the North Carolina Driver and Traffic Education Association. It is the belief of JDS that membership in professional organizations is an indication of professionalism.

Jordan Driving School is committed to ongoing programs focusing on the enhancement of instruction. Two areas of emphasis are (1) the curriculum and (2) staff development. Pacing Guides have been developed and implemented by JDS instructors for the classroom and BTW phases of driver education program. The Pacing Guide assures that all students within Wake County are receiving the same excellent instruction whether they may be located or whatever their circumstances may be. An online course is now available for teachers to earn license renewal credits. The online course provides the most updated information and teaching strategies that today's technology can offer.

Teacher Certification: JDS believes that all instructors are committed to providing quality instruction to the students they serve. Therefore, it is important for instructors to have an avenue for improvement. To demonstrate an appreciation for their efforts, JDS developed levels of certification that is tied directly with salary.

**14. List ways you presently communicate with the schools and communities where you currently hold contracts.**

- a. Orientation sessions at each school
- b. Letters to middle school students concerning Driver Education
- c. Lead Teachers providing link between the community, school, and JDS
- d. Wireless communication with teachers
- e. JDS website
- f. Various meetings with school personnel
- g. Published Driver Education phone number for the Driver Education office in each high school
- h. Brochures placed in each high school guidance office
- i. Media announcements during inclement weather

**15. What do you currently do or propose to do to enhance other school activities besides Driver Education?**

- JDS is involved in the Child Fatality Task Force. It has been determined that parental involvement during the time that a young person is learning to drive is of critical importance in reducing fatal and serious teen traffic accidents. Although this time is after the driver education experience, JDS elected to continue to be involved. JDS recommends that parents and teens log 50 hours of driving time prior to the teen obtaining their license.
- In October 2008, JDS started a new initiative to get parents more involved in their child's driving experience. JDS sets up Parent/Teen Meetings in which parents of teenage drivers meet to discuss the requirements for driving as well as the challenges that teenagers face in our ever-changing Highway Transportation System. During this meeting, valuable information is distributed to the parents.
- Because so many serious accidents, by young and experienced drivers, are the result of improper off-road recovery, JDS developed and produced a pamphlet to address the problem. The pamphlet is a written description and diagram explaining the proper method of safely moving the vehicle back onto the road after driving onto the shoulder. JDS distributes this pamphlet throughout the high schools as well as at the end of the behind the wheel class.
- JDS supports the county's public schools' fundraising projects through contributions and manpower. It is important to JDS that students perceive the company as not just a driving school but also a partner in their total education experience.

**10. Provide a copy of your company's Employment Policy Manual including equal employment opportunities, orientation of employees, recruitment, and selection, hiring procedure, criminal records check, retention and promotion, dismissal, retirement, resignation, standards of conduct, drug-free and tobacco free environment, prohibited conduct on school property, conduct of employees toward students, and sexual harassment.**

JDS has provided a copy of the current Employment Policy Manual including equal employment opportunities, orientation of employees, recruitment and selection, hiring procedure, criminal records check, retention and promotion, dismissal, retirement, resignation, standards of conduct, drug-free and tobacco free environment, prohibited conduct on school property, conduct of employees toward students, and sexual harassment. The Policy Manual is found in the Appendix Section

**17. Describe the Process your company will use in collecting the \$65 fee and the procedures you will follow.**

The JDS registration form refer parents to the JDS website for payment information. Most parents elect to pay online. On the JDS website, there are step-by-step directions with a link to the OSP/WCPSS Driver Education payment page. For those parents less familiar with online payment, JDS has a full-time employee available to assist them through the process. This employee will work with them either on the phone or they may come into the administrative office where the employee will help them using an office computer. Parents who are unwilling or unable to pay online may pay at the JDS administrative office using cash or money order. All payments are assigned a receipt number to allow JDS to track the payment/student. JDS requests that payment be made by the first day of class and each lead teacher keeps track of assigning students to class and tracks the payment receipt number by student. These classroom forms showing students and payment information are submitted to the JDS office and kept on file. JDS requests that parents do not pay until they have been assigned to a specific class. JDS has learned this method cuts down on payment errors such as parents forgetting that they have already paid. Should this type of error occur, JDS works with OSP to correct the error. All payment records are available at the JDS administrative office and/or through OSP.

JDS has developed a process to have cash payments collected at the high schools should that become necessary. JDS uses administrative staff when making collections at the high schools. JDS makes every effort to work with parents; however, should payment still be due at the end of class, the student is not assigned to a driving instructor until this fee is paid. The administrative staff works with the parent until payment is made. At that time, the lead teacher is authorized to assign the student to a driving instructor.

# Driver Education Program Addendum

**Driver Training Program**

In accordance with criteria and standards approved by the State Board of Education (SBE), the School Bus and Traffic Safety (SBTS) section of the Department of Motor Vehicles, and other Wake County Board of Education (WCPSS) guidelines as stated in the description of this program, Jordan Driving School, Inc. will provide a program of Driver Education at the public and/or private high schools in Wake County. The program serves all physically and mentally qualified students who:

- 1) are at least 14 years and 6 months in age,
- 2) are actively enrolled in a public, private, charter, or home school, and
- 3) are approved by the principal of the school in which they are enrolled pursuant to the rules adopted by the State Board of Education.

Students who fail the classroom portion of driver education may be eligible to enroll again by paying a sixty-five-dollar (\$65) fee to Jordan Driving School. The fee policy will continue to be in effect for term of the WCPSS requirement. Students who fail the behind-the-wheel portion of driver education will not be allowed to enroll again except for extenuating circumstances, to be determined by the principal. Jordan Driving School is responsible for informing students and parents of failure policies.

**Office Space**

The JDS administrative office will operate on normal business days on the following schedule: Monday-Thursday: 9 am – 5 pm, Friday: 9 am – 4 pm. JDS employed consultants may telework.

**Instruction – Timing of Instruction**

The WCPSS and JDS will make driver education available to all eligible students in four distinct programs.

- 1) after school classes
- 2) Saturday classes
- 3) holiday classes
- 4) summer classes

The program will be offered on a year-round basis.

The program shall not be offered:

- 1) during the regular 6-hour school day
  - 2) other times that violate established school policy
- The WCPSS and JDS will agree on starting and ending times for each program. After school classes will consist of no more than 3 hours of instruction per day. Saturday, holiday, and summer classes will consist of no more than 6 hours of instruction per day.
  - No student will receive more than 2 hours of behind-the-wheel instruction per day and no student will be in a vehicle for more than 4 hours per day.
  - The program shall consist of a minimum of 30 hours classroom instruction and a minimum of 6 hours of behind-the-wheel instruction.

**Classroom Instruction**

JDS curriculum for the WCPSS Program will be based on the State Department of Public Instruction (SDPI) and SBTS section of DMV standards or WCPSS required equivalent. A minimum of 30 hours of classroom instruction is required. Classroom hours shall not include assignments completed outside the presence of an instructor.

The curriculum shall consist of, but not be limited to the following.

- 1) The Highway Transportation System
- 2) The automobile
- 3) Traffic laws and enforcement
- 4) Engineering
- 5) Pedestrians and bicycles
- 6) Rights and privileges of handicapped persons
- 7) Driving while impaired – as required by State law a minimum of 6 classroom hours will be spent on this section.
- 8) The Costech instructional software is integrated as a part of the JDS curriculum in Wake County.

WCPSS will make available classroom(s) needed for classroom instruction at no charge to JDS. Arrangements for classroom(s) will be made through the school principal. Classroom instruction will be conducted in Wake County.

**Class Size** – JDS will provide instruction to a minimum class size of 20 students and maximum class size of 40 students.

**Classroom No Shows, Withdrawals, and Drops** – JDS will allow each enrolled student 1 excused absence during the after school classes. Students with an absence must make up their time in the next scheduled class. This time is made up with appropriate curriculum material related to the material the student missed. This work is done and conducted by a classroom program instructor. Students not able to continue the classroom phase during the first three hours of class or those students who miss more than one after school class sessions will be counted as failures. They may re-enroll in the program if they pay the \$65 fee again.

### **Behind-the-Wheel Instruction**

JDS will require each student receiving BTW instruction to obtain a North Carolina Learner's Permit or a Restricted Instruction Permit before beginning BTW instruction. BTW instruction provided by JDS will commence within 6-8 weeks of the completion of classroom instruction and will comply with all sections of .0307 of the January 1, 2004 NCDOT DMV SBTS Rules Governing the Licensing of Commercial Driver Training Schools and Instructors. Behind-the-wheel wait time may be forgiven due to circumstances out of JDS's control.

In addition, BTW instruction provided by JDS will consist of the following WCPSS requirements:

- 1) Each student will receive a minimum of 6 hours of instruction, not including observation time and safety breaks.
- 2) JDS will schedule a minimum of two and maximum of three students per vehicle for behind-the-wheel instruction.
- 3) No JDS instructor will provide more than 12 hours of instruction a day. It should be noted that after 6 hours of instruction instructors are required to take a one-hour mandatory safety break.
- 4) The following instructional times will be observed:
  - Monday-Friday school days – before school beginning at 6:00 am, after school until 9:00 pm.
  - Saturday and school vacation days – beginning at 6:00 am and ending at 9:00 pm
  - Sunday - beginning at 12:00 pm and ending at 8:00 pm
- 4) If school is cancelled or dismissed early due to inclement weather, all BTW instruction will be cancelled.
- 5) All BTW will be conducted in Wake County.
- 6) All JDS instructors will observe all the mandatory non-instructional holidays as mandated by WCPSS. There will be no instruction on these days. Optional days will be left to the discretion of the individual instructor.
- 7) All JDS BTW instruction will include the following:
  - Familiarization with the automobile – “car check.”
  - Development of skills essential to safe operation in traffic.
  - Develop abilities needed to follow the soundest course of action in responding to complex situations.
  - A completed record shall be kept on file in the Driver Education Lead Teacher office or the JDS storage facility for each student receiving BTW instruction. This is form-800 as provided by the SBTS section of DMV.

### **Payment Procedure for Eligible Students**

WCPSS and JDS can negotiate an increase in the cost of service based on factors such as inflation and/or rising costs of equipment, supplies, fuel, and cost of living adjustments during the contract terms.

## ADDITIONAL SERVICES PROVIDED

- **Driver Education Vehicle Maintenance** - The Fleet Manager coordinates all of the following requirements:
  - Service and repair work (provided by the WCPSS garage)
  - Service every 5,000 miles. Other service performed according to manufacturer recommendation or when breakdowns occur
  - Required annual DMV and regular state inspections
  - Check of vehicle during instructor evaluation by JDS evaluator
  - Random checks by JDS staff
  - Monthly instructor vehicle inspection checklist
  - Daily inspection of vehicle by instructor during BTW lessons
  - Instructor requirement to wash exterior of vehicle at least once each month
  - Instructor requirement to clean and vacuum interior of vehicle at least once a week
  - Regulation of no food or beverage allowed in Driver Education vehicle

- **Recruitment and Training of Instructors** – North Carolina requires an 80-hour DMV class to become certified to teach Driver Education. JDS has six instructors who are certified instructor trainers and teach this class. We offer the certification class two times per year at our main office in Garner.

Over half of our instructors are Wake County teachers, DPI with the DMV endorsement. We recruit through our lead teachers who recommend teachers who are interested in becoming certified. One-fourth of our instructors are retired public school personnel, bus drivers, retired law enforcement officers, and individuals recommended by instructors.

An interview, NC Driver License check, and criminal background check are completed prior to taking the DMV class. On completion of this class, a 90-day limited instructional permit is obtained from the NCDMV. The instructor is on probation and will undergo teaching with a mentor at a base school and will work further with our evaluator.

- **Duplicate Certificate Service** – JDS provides, for a \$25 fee, duplicate certificates should they lose their original Driver Education Certificate. In addition to needing the information for the DMV, many insurance companies offer discounts for participation in Driver Education. Because we have on data base students taught from 1992 to present, we can accommodate most requests for certification of completion.

**Additional Classes** – JDS provides classes for those students who, for various reasons, are unable to attend an after school class at the public high school. Many older Middle School students, athletes and students involved in other activities are not available immediately after school when the classes at the high schools are held. We provide at least five Saturday class sessions per school year. These students are registered through the administrative office and then obtain their behind-the-wheel from their base high school. We also offer home school class sessions at least eight times per year. There are specifically for those home school students who do not wish to participate in a public-school environment. We have a Lead Teacher assigned specifically to these students who coordinates the classroom and behind-the-wheel training for these students. We also provide classes at other locations, such as Charter Schools and private school locations, where the population allows a large enough class.

# APPENDIX

- **Affirmative Action**
- **Sample Forms**
- **Financial Statements**
- **DMV License**
- **Certificate of Insurance**
- **Tax ID Number**
- **Personnel Policy**

## **Jordan Driving School, Inc.**

*"A Quality Program"*

101 Timber Pointe Lane  
Garner, North Carolina 27529

Lorraine Jordan, President  
919-772-4877

### **Affirmative Action Policy**

It is the policy of Jordan Driving School, Inc. to provide equal opportunity in education, employment, and upward mobility for all qualified persons, to prohibit discrimination in employment because of age, color, handicap, marital status, national origin, race, religion, sex and sexual orientation, and to promote the full realization of equal employment opportunity through a positive, continuing, result-oriented program of affirmative action. This policy includes, but is not limited to, requirements of Federal Executive Orders 11246 and 11375 as amended, the Equal Employment Opportunity Act of 1972, the State of North Carolina Executive Law (Human Right Act), the Equal Employment Opportunity Plan, Title IX of the Education Amendments of 1972, 503, and 504 Regulations of the Vocational Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.



Wake County Driver Education  
 2021-2022 Registration Form  
 Public After School Classes  
*Print all information legibly using black or blue ink only.*

101 Timber Pointe Lane  
 Garner, North Carolina 27529  
 919-772-4877, Office  
 JordanDriving.com

Student's Full Name \_\_\_\_\_  
 (as it appears on birth certificate)      First      Middle      Last

Street Address \_\_\_\_\_

City      State      Zip Code      County

Parent Cell # (\_\_\_\_\_) \_\_\_\_\_ Parent Home # (\_\_\_\_\_) \_\_\_\_\_ Student's Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Month Day Year

Parent Work Phone # (\_\_\_\_\_) \_\_\_\_\_ School You Attend \_\_\_\_\_  
 Parent Name      Grade \_\_\_\_\_

Parent Email (print legibly): \_\_\_\_\_

Student Email (print legibly): \_\_\_\_\_

**Driver Education Class Selection – List the month of which the student would like to take the classroom.**

Visit JordanDriving.com for actual classroom dates, times, and updates.

1<sup>st</sup> Choice Month: \_\_\_\_\_

2<sup>nd</sup> Choice Month: \_\_\_\_\_

3<sup>rd</sup> Choice Month: \_\_\_\_\_

\*Must complete the full form, failure to do so will result in delay of classroom placement.

**Frequently Asked Questions**

**-Where do I submit my registration form?** To submit your registration form, email the completed form to the Lead Teacher at the school. For alternative classes such as Saturday classes, refer to JordanDriving.com for instructions on how to submit your registration form. Lead Teacher's email addresses are on the back side of this registration form and available on our website.

**-When will I be notified of my class assignment?** A Lead Teacher will notify you of your class assignment by email or phone call a few weeks before the class is scheduled to start. According to North Carolina law, students must be at least 14 years 6 months by the first day of the class. Students are assigned to class based on age, oldest to youngest. In other words, if 40 students request the month of October as their first choice, the October class will first be offered to the oldest 30 students. There must be a minimum of 25 students paid on the first day of class or the class will be cancelled.

**-When do I pay the \$65 Driver Education fee?** Once a Lead Teacher has contacted you in regards to the class you are assigned to, you then will be instructed to make the payment. Making a payment before being assigned to a class will not guarantee you a seat in the class and will result in a refund.

**-How do I register for behind the wheel?** You are registering for the classroom portion of Driver Education. Behind the wheel is normally 3-4 days after school, depending on the instructor's schedule. There is no registration for the behind the wheel portion. It is an automatic process. Once you have successfully completed the classroom portion, you are automatically assigned out to a behind the wheel instructor when your class is due to be driven.

**Regulations:**

- In the State of North Carolina, there is a \$65 fee to enroll in Driver Education class. This fee, paid by parents, covers only the classroom portion of Driver Education. To see if you are eligible for a Driver Education fee waiver, refer to the Jordan Driving School website. In the State of North Carolina, the behind the wheel portion is subsidized and is offered once at no charge to students enrolled in Wake County Schools. There will be no refunds given for students who take a seat in class and dropout or fail.
- Once you are assigned to a class, the Driver Education fee must be paid to confirm your seat in the class. Online payment is our preferred method of payment. If you choose the WCPSS online payment method, a notification email is sent from the Wake County School's credit card terminal to you and the Lead Teacher once you have successfully completed the payment. An alternate method of paying your Driver Education fee is by submitting cash or a money order to the JDS Office. If you choose to pay the JDS Office directly, an email is sent to the Lead Teacher to confirm payment once we have received the payment. Personal checks are not accepted.
- You must be on time and attend every day of class. Failure to comply with attendance standards will result in an automatic failure. Do not register for a class if you have a schedule conflict with the dates of the class. If you fail the class because of attendance, you are required retake the class and pay the \$65 fee again.
- For in-person classes you should bring pencils, paper, and a copy of your birth certificate to class. Bring a photocopy of your birth certificate on the first day of class.
- You must provide your own transportation to and from Driver Education class.
- All students must follow WCPSS guidelines including those for online instruction. Failure to comply with these guidelines will result in dismissal from class. Any student dismissed for disciplinary reasons will not be allowed to retake driver education through WCPSS.
- During remotely classroom sessions, all participants must be visible via camera, students, and teachers alike. Names must be recognizable so that attendance can be monitored, and proper classroom interaction can occur. These requirements are necessary to provide instructional integrity.**
- Students must follow all COVID19 safety guidelines.

Student Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

Are you a Foreign Exchange Student? \_\_\_\_ Yes \_\_\_\_ No

If yes, before you can complete the driver education classroom instruction, your local Sponsoring Organization must sign this form.

\_\_\_\_\_, Name & Title  
 \_\_\_\_\_, Sponsoring Organization  
 \_\_\_\_\_, Phone Number

**Office Use Only:**

Class Assignment: \_\_\_\_\_  
 Payment Receipt #: \_\_\_\_\_  
 Notification Date: \_\_\_\_\_

**Jordan Driving School**  
**Lead Teacher Contact Information**

<p style="text-align: center;"><b>APEX</b>  <b>Lead Teacher: Patrick Leary</b>  Voicemail: 919-387-2208 ext. 27239  apex@jordandriving.com</p>	<p style="text-align: center;"><b>KNIGHTDALE</b>  <b>Lead Teacher: Danny Hodge</b>  Voicemail: Email only at this time.  knightdale@jordandriving.com</p>
<p style="text-align: center;"><b>APEX FRIENDSHIP</b>  <b>Lead Teacher: Patrick Leary</b>  Voicemail: 919-694-0500 ext. 20055  apexfriendship@jordandriving.com</p>	<p style="text-align: center;"><b>LEESVILLE ROAD</b>  <b>Lead Teacher: Angie Stephenson</b>  Voicemail: 919-870-4250 ext. 24567  leesvilleroad@jordandriving.com</p>
<p style="text-align: center;"><b>ATHENS DRIVE</b>  <b>Lead Teacher: Jimmy Ray</b>  Voicemail: 919-233-4050 ext. 24875  athensdrive@jordandriving.com</p>	<p style="text-align: center;"><b>MIDDLE CREEK</b>  <b>Lead Teacher: Thomas Hunter</b>  Voicemail: 919-773-3838 ext.21892  middlecreek@jordandriving.com</p>
<p style="text-align: center;"><b>BROUGHTON</b>  <b>Lead Teacher: Ron Wheeler</b>  Voicemail: 919-618-1652  broughton@jordandriving.com</p>	<p style="text-align: center;"><b>MILLBROOK</b>  <b>Lead Teacher: Lisa Ellstrom</b>  Voicemail: 919- 850-8787 ext. 21452  millbrook@jordandriving.com</p>
<p style="text-align: center;"><b>CARY</b>  <b>Lead Teacher: Sandy Fischer</b>  Voicemail: 919-694-7539  cary@jordandriving.com</p>	<p style="text-align: center;"><b>PANTHER CREEK</b>  <b>Lead Teacher: Darryl Robinson</b>  Voicemail: 919-463-8656 ex 25230  panthercreek@jordandriving.com</p>
<p style="text-align: center;"><b>EAST WAKE</b>  <b>Lead Teacher: Stephen Fister</b>  Voicemail: Email only at this time.  eastwake@jordandriving.com</p>	<p style="text-align: center;"><b>ROLESVILLE</b>  <b>Lead Teacher: Patrina Pearce-Cameron</b>  Voicemail: 919-554-6303 ext. 20376  rolesville@jordandriving.com</p>
<p style="text-align: center;"><b>ENLOE</b>  <b>Lead Teacher: Carolyn Hunter</b>  Voicemail: 919-856-7918 ext. 24713  enloe@jordandriving.com</p>	<p style="text-align: center;"><b>SANDERSON</b>  <b>Lead Teacher: Julius Reid</b>  Voicemail: TBA  sanderson@jordandriving.com</p>
<p style="text-align: center;"><b>FUQUAY-VARINA</b>  <b>Lead Teacher: Tricia Myers</b>  Voicemail: 919-557-2511 ext. 23860  fuquayvarina@jordandriving.com</p>	<p style="text-align: center;"><b>SOUTH GARNER</b>  <b>Lead Teacher: Joe Walls</b>  Voicemail: 919-694-7711 ext 27631  southgarner@jordandriving.com</p>
<p style="text-align: center;"><b>GARNER</b>  <b>Lead Teacher: Joe Walls</b>  Voicemail: 919-662-2379 ext. 23611  garnermagnet@jordandriving.com</p>	<p style="text-align: center;"><b>SOUTHEAST RALEIGH</b>  <b>Lead Teacher: John Baker</b>  Voicemail: 919-856-2800 ext. 25008  southeastraleigh@jordandriving.com</p>
<p style="text-align: center;"><b>GREEN HOPE</b>  <b>Lead Teacher: Chip Bunn</b>  Voicemail: Email only at this time.  greenhope@jordandriving.com</p>	<p style="text-align: center;"><b>WAKE FOREST</b>  <b>Lead Teacher: Talia Davis</b>  Voicemail: 919-554-8611 ext. 23717  wakeforest@jordandriving.com</p>
<p style="text-align: center;"><b>GREEN LEVEL</b>  <b>Lead Teacher: Chip Bunn</b>  Voicemail: Email only at this time.  greenlevel@jordandriving.com</p>	<p style="text-align: center;"><b>WAKEFIELD</b>  <b>Lead Teacher: Ed Tharrington</b>  Voicemail: 919-280-7031  wakefield@jordandriving.com</p>
<p style="text-align: center;"><b>HERITAGE</b>  <b>Lead Teacher: Danny Bolick</b>  Voicemail: 919-570-5600 ext. 20713  heritage@Jordandriving.com</p>	<p style="text-align: center;"><b>WILLOW SPRINGS</b>  <b>Lead Teacher: Alfreda Rhodes</b>  Voicemail: 919-694-8030 ext. 28246  willowsprings@jordandriving.com</p>
<p style="text-align: center;"><b>HOLLY SPRINGS</b>  <b>Lead Teacher: Fred Dunston</b>  Voicemail: 919-577-1444 ext. 23481  hollysprings@jordandriving.com</p>	<div style="border: 1px dashed black; padding: 5px; text-align: center;"> <p style="color: red; font-weight: bold;">Due to the high volume of calls, email is our preferred method of communication.</p> </div>

### DRIVER'S EDUCATION FEE WAIVER



Dear Parent/Guardian,

Your child may be eligible for a waiver of the fee for Driver Education instruction. If your child is participating in the free and reduced-price lunch program in Wake County Public School System at school, please complete and sign this release of information form. **By checking the "Yes" box, the Child Nutrition Department will verify whether your child is eligible for free or reduced-price meals; eligibility for free or reduced-price meals may qualify your child for reduced fees for driver's education.**

We must have your permission to use the information you shared on your application for free or reduced-price meals. Sending this form will not change whether your child/children get free or reduced-price meals.

Please fill out this form and return it, along with a completed Driver Education registration form, to the Driver Education Lead Teacher at the school your student will be attending the class. **Please do not bring this waiver to student nutrition as you will be further directed to the Lead Teacher at your student's school.**

*Verification of eligibility status could take up to 1 month. Waiver must be approved prior to the first day of class in order for the fee to be waived.*

**YES.**

**I do** want school officials to share information obtained from my free and reduced-price lunch program application to reduce my child's classroom fee for Driver's Education.

School Student Attends: \_\_\_\_\_

School Where Driver Ed Class Will Be Taken: \_\_\_\_\_

Child's Name: \_\_\_\_\_

Child's Identification: \_\_\_\_\_

Signature of Parent/ Guardian: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact #: \_\_\_\_\_

Date: \_\_\_\_\_

*\*A current completed Driver Education registration form must be attached to this waiver.*

<b>CHILD NUTRITION DEPARTMENT VERIFICATION</b>			
Approved _____	Denied _____	Initials _____	DATE _____



# Parent Release Form

101 Timber Pointe Lane  
Garner, North Carolina 27529  
919-772-4877, Office  
JordanDriving.com

Date: \_\_\_\_\_

Full Name of Student: \_\_\_\_\_

First Middle Last date of birth

As a parent or legal guardian of the above referenced student, I request that Jordan Driving School release all necessary information regarding my child as it pertains to Driver Education. I acknowledge this process can take up to 20 business days to release the information to the private or public school listed below once Jordan Driving School has all required documents to process the release and that the student will be removed from Jordan Driving Schools list to drive once this request is made. **Jordan Driving School has permission to release this information to:**

**STEP 1: Fill out below if the student seeking private lessons with a school other than Jordan Driving School (Please note private schools are responsible for sending JDS a 611-A form, prior to release.):**

Private Driving School: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

Or

Fill out below if the student has moved outside of Wake County and will be taking the program through their new high school.

Public School Driver Education: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

**STEP 2: Fill out all the information below as this tells us where to pull the students paperwork from & Sign.**

Name of School where the student took the classroom portion at: \_\_\_\_\_

Month/Year student took the classroom portion: \_\_\_\_\_ / \_\_\_\_\_

School student attends or attended in Wake County: \_\_\_\_\_

Date & Location of DMV Eye Check: \_\_\_\_\_ / \_\_\_\_\_

Parent Contact Name: \_\_\_\_\_ and #: ( ) - \_\_\_\_\_

**STEP 3: Email in Parent Release Form to [jds@jordandriving.com](mailto:jds@jordandriving.com). (Some private driving schools may request that you email it to them too.)**

\_\_\_\_\_  
Print Name of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian

Approved by:

\_\_\_\_\_  
WCPSS Driver Education  
Senior Administrator

*\*JDS will obtain this signature on your behalf.*

# Jordan Driving School, Inc.

## Instructor Checklist

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Date of Invoice

\_\_\_\_\_ Instructor Name

\_\_\_\_\_ School

**Check Which Applies:**

- Office Copy
- Lead Teacher Copy
- Personal Copy

### Classroom Instruction

\_\_\_\_\_ Fee Paid (Indicate \$65 or Waiver)

\_\_\_\_\_ Actual Dates of Classroom

\_\_\_\_\_ Number of Students Completed In Class

**Check Which Applies:**

- I taught all thirty hours of the classroom instruction.
- I did not teach all thirty hours of the classroom instruction

**Substitute Information:**

\*I taught \_\_\_\_\_ hours of this classroom.

\* \_\_\_\_\_ taught \_\_\_\_\_ hours of this classroom.

(Substitute Name)

### Behind the Wheel Instruction

\_\_\_\_\_ Fee Paid (Indicate \$45, \$55, or \$65)

\_\_\_\_\_ Number of Students Driven

\_\_\_\_\_ Car Number

Ending

\_\_\_\_\_ Odometer

### Lead Teacher Receipt of Paperwork

My signature below indicates receipt of all paperwork which is properly completed for submission.

\_\_\_\_\_ Lead Teacher Name Printed

\_\_\_\_\_ Lead Teacher Signature \_\_\_\_/\_\_\_\_/\_\_\_\_ Date

### Additional Notes

- You are required to submit an instructor checklist for every classroom and behind the wheel record.
- You are required to make three copies of your paperwork: one copy for the office, your Lead Teacher, and your personal records. A copy machine is provided at the JDS administrative office for your use.

**Jordan Driving School, Inc.**  
 Driver Education Classroom Record  
**Wake County Public Schools**

**Fee Paid**  
 (Indicate \$65 or Waiver)

**Check Which Applies:**

- Office Copy
- Lead Teacher Copy
- Personal Copy

Course Location

Teacher Name or DMV License #

Course Dates (Beginning & Ending)

Teacher Signature

#	Enrollees Teacher Records Complete Name of Each Student Assigned To Them For The Classroom Phase of Driver Education  List Students Name in Alphabetical Order Last Name, First Name, Middle Name	School		Age Students 16th Birthday BY MM/DD/YY	Hours of Instruction Classroom Instr.	Student's Grades Classroom Phase (P or F)	Indicate if incomplete (Needs eye check, etc.)
		Public	Private				
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							

\*Status: 0=8<sup>th</sup> grade, 1=Freshman, 2=Sophomore, 3=Junior, 4=Senior

#	Enrollees		School		Age		Hours of Instruction		Student's Grades		Indicate if incomplete (needs eye check, etc.)
	Teacher Records Complete Name of Each Student Assigned To Them For The Classroom Phase of Driver Education List Students Name in Alphabetical Order Last Name, First Name, Middle Name		Public	Private	Status*	Students 16th Birthday BY MM/DD/YY	Classroom Instr.	Classroom Phase (P or F)			
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
32											
33											
34											
35											
36											
37											
38											
39											
40											

\* - Status: 0=8<sup>th</sup> grade, 1=Freshman, 2=Sophomore, 3=Junior, 4=Senior



\*Status: 0=8<sup>th</sup> Grade, 1=Freshman, 2=Sophomore, 3=Junior, 4=Senior

#	Enrollees				Age			Hours of Instruction			Students Grades		Driver Education Certificate Issue Date (Issued Only Upon Satisfactory Completion of All Phases of Course).
	Teacher Records Complete Name of Each Student Assigned To Them For The BTW Phase of Driver Education  List Students Name in Alphabetic Order or by Completion Date Last Name, First Name, Middle Name				Students 16th Birthday BY	Driving Instr.	As Observer	Simul. Instr.	Driving Phase (P.or F)	Status*	Private	Public	
20								N/A					
21								N/A					
22								N/A					
23								N/A					
24								N/A					
25								N/A					
26								N/A					
27								N/A					
28								N/A					
29								N/A					
30								N/A					
31								N/A					
32								N/A					
33								N/A					
34								N/A					
35								N/A					
36								N/A					
37								N/A					
38								N/A					
39								N/A					
40								N/A					

\* - Status: 0=8<sup>th</sup> Grade, 1=Freshman, 2=Sophomore, 3=Junior, 4=Senior



4:27 PM

05/13/22

Accrual Basis

## Jordan Driving School, Inc.

## Profit &amp; Loss

June 2021 through May 2022

	Jun '21 - May 22
Ordinary Income/Expense	
Income	
Student fees	
Refunds	-9,250.00
Student fees - Other	1,064,656.06
Total Student fees	1,055,406.06
4070 - Services	2,215,533.77
Income - Other	179,985.90
Total Income	3,450,925.73
Total Income	3,450,925.73
Gross Profit	3,450,925.73
Expense	
Computer & Internet Expense	2,389.55
Small Equipment less than 2500	570.00
Expenses	
Software Fees	40,950.00
Assets < \$2,500	3,975.05
Website	5,019.55
Medical	-3,505.12
Advertising	-70,394.79
Automobile Expense	
Lease Expense	1,985.80
Auto Repairs & Maintenance	61,310.50
Gas	282,050.06
Registration & License	2,010.47
Automobile Expense - Other	880.22
Total Automobile Expense	348,237.05
Bank Service Charges	
Credit Card Fees	22,056.60
Bank Service Charges - Other	825.12
Total Bank Service Charges	22,881.72
Conference Expenses	61,666.05
Contributions	3,000.00
Dues and Subscriptions	901.59
Gifts	26,282.29

**Jordan Driving School, Inc.**  
**Profit & Loss**  
 June 2021 through May 2022

4:27 PM  
 05/13/22  
 Accrual Basis

Jun '21 - May 22

Insurance	
Liability Insurance	5,621.00
Work Comp	21,671.00
Insurance - Other	19,324.82
<b>Total Insurance</b>	<b>46,616.82</b>
Internet	
Licenses and Permits	2,987.65
Meals & Entertainment	219.50
Office Equipment	26,936.20
office Expense	519.41
Office Supplies	44,892.94
Payroll Expenses	46,903.28
Wages	
Bonuses	2,308,592.68
Payroll Taxes	114,826.21
Reimbursement - Other	164,715.46
Payroll Expenses - Other	59,994.78
Payroll Expenses - Other	-342,265.32
<b>Total Payroll Expenses</b>	<b>2,305,863.81</b>
Postage and Delivery	8,428.40
Printing and Reproduction	12,840.42
Professional Fees	125.00
Accounting	18,871.75
Professional Fees - Other	924.00
<b>Total Professional Fees</b>	<b>19,795.75</b>
Rent	141,795.22
Repairs & Maintenance	
Building Repairs & Maintenance	10,695.04
Computer Repairs	4,447.71
Janitorial Exp	1,961.52
Repairs & Maintenance - Other	9,743.69
<b>Total Repairs &amp; Maintenance</b>	<b>26,847.96</b>
Security Services	1,574.99
Storage	4,382.10
Subcontractor	117,815.95
Supplies	20,608.11

4:27 PM

05/13/22

Accrual Basis

**Jordan Driving School, Inc.**  
**Profit & Loss**  
 June 2021 through May 2022

	Jun '21 - May 22
<b>Taxes</b>	
Penalty	-177.16
Franchise tax	60.00
Property	1,730.30
State	200.00
<b>Total Taxes</b>	<b>1,813.14</b>
<b>Telephone &amp; Fax</b>	35,225.46
<b>Training of Teachers</b>	280.00
<b>Travel</b>	55,630.39
<b>Uniforms</b>	20,617.51
<b>Utilities</b>	
Gas and Electric	15,798.53
Water	2,817.41
<b>Total Utilities</b>	<b>18,615.94</b>
<b>Website Hosting</b>	473.62
<b>Workshop Expenses</b>	6,250.86
<b>Total Expenses</b>	<b>3,407,073.82</b>
<b>Total Expense</b>	<b>3,410,033.37</b>
<b>Net Ordinary Income</b>	40,892.36
<b>Other Income/Expense</b>	
Other Income	2,229.76
Interest Income	2,229.76
<b>Total Other Income</b>	<b>2,229.76</b>
<b>Net Other Income</b>	2,229.76
<b>Net Income</b>	<b>43,122.12</b>

# COMMERCIAL DRIVER TRAINING SCHOOL LICENSE

ISSUED TO Jordan Driving School

EXPIRATION DATE June 27, 2022

LICENSE VALID ONLY FOR:

COURSES	X	X	X	X	X
	1	2	3	4	5



STATE OF NORTH CAROLINA  
DIVISION OF MOTOR VEHICLES  
RALEIGH, N.C.

DATE ISSUED December 08, 2020

LICENSE NUMBER 1345

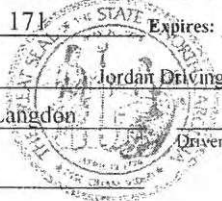
COMMISSIONER **Torre J. Jessup**

SBTS-614 N.C. DIVISION OF MOTOR VEHICLES  
Rev 02/13 DRIVER TRAINING SCHOOL  
DRIVER INSTRUCTOR LICENSE

Instructor No.: 171 Expires: 06/27/2022

Name of School: Jordan Driving School

Instructor Name: Lorraine Jordan Langdon Driver License No. 4512530



Instructor Signature

Course:  1  2  3  4

**Torre J. Jessup**  
Commissioner

**NORTH CAROLINA**



**SCHOOL BUS & TRAFFIC SAFETY**

MUST BE ACCOMPANIED BY A VALID DRIVER LICENSE



Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Jordan Driving School, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**101 Timber Pointe Lane**

**6** City, state, and ZIP code  
**Garner, NC, 27529**

**7** List account number(s) here (optional)

Requester's name and address (optional)  
**Wake County Public School System**  
**1551 Rock Quarry Road**  
**Raleigh, NC 27610-4145**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
5	6	-	1	7	7	7	8	6	1

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ► *Lorain Jach*    Date ► *6/08/2022*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# Employee Policy Manual

---

JORDAN DRIVING SCHOOL – REVISED JANUARY 2022

Prepared by JDS Office Staff

101 TIMBER POINTE LANE, GARNER, NC (919) 772-4877; E-MAIL: [OFFICE@JORDANDRIVING.COM](mailto:OFFICE@JORDANDRIVING.COM)

## SECTION 1 -EMPLOYMENT

You should carefully read this Manual. It is designed to answer many of your questions about the practices and policies of Jordan Driving School (JDS), what you can expect from JDS, and what JDS expects from you. Please contact JDS for any portion of the policy where you may have questions.

### PERSONNEL ADMINISTRATION

The task of handling personnel records and related personnel administration functions at Jordan Driving School, Inc. (JDS) has been assigned to the Human Resources Office. Questions regarding Workers Compensation insurance and interpretation of policies may be directed also to the Human Resource Office.

#### *Business Hours*

The JDS administrative office operates from 9:00 am – 5:00 pm, Monday through Friday. We are closed New Year’s Eve after 12 pm, New Year’s Day, Easter Sunday, Thanksgiving Day, and Christmas Day; some staff may elect not to work other school holidays.

When school is in session, classroom/BTW instructors are permitted to schedule classes from school dismissal time until 8:30 pm (except a six-hour window for schools dismissing after 2:30); Saturday 6:00 am until 9:00 pm and Sunday 12:00-8:00 pm. When school is not in session, classroom/BTW instructors are permitted to schedule instruction from 7 am to 9 pm, Monday through Saturday and on Sundays 12 pm - 8 pm.

#### **BTW is NOT allowed during these times.**

New Year’s Eve after 5 pm	Halloween After 5 pm
New Year’s Day before 12 pm	Thanksgiving Day All Day
Easter Sunday All Day	Christmas Eve After 12 pm
Independence Day after 2 pm	Christmas Day All Day

You may teach BTW any other holidays, but the JDS office & WCPSS garage may not be open. You will need to contact the staff person on call if you have a break down.

#### *Confidential Information*

As an employee of JDS, you have access to corporate confidential information. All JDS business must be kept strictly confidential. You may be required to sign a Non-Disclosure Agreement to this effect.

### ***Your Personnel File***

Keeping your personnel file up to date can be important to you regarding pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify the Human Resource Manager as soon as possible:

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Updated exemptions on your W-4 tax form or State Withholding form

## **EMPLOYMENT CLASSIFICATIONS**

### ***Full-Time Employees***

An employee who has successfully completed the Introductory Period (see the Employment Policies section for definition) of employment and who works an average of at least thirty (30) hours per week for 12 consecutive months is considered a full-time employee.

### ***Part-Time Employees***

An employee who works less than a regular thirty (30) hour work week or seasonal (less than three months) is considered a part-time employee. If you are a part-time employee, please understand that you are not eligible for benefits described in this Manual, except as granted on occasion, or to the extent required by provision of state and federal laws.

### ***Temporary Employees***

JDS may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis. Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. If you are a temporary employee, please understand that you are not eligible for benefits described in this Manual, except as granted on occasion, or to the extent required by provision of state and federal laws.

### ***Overtime "Non-Exempt" and "Exempt" Employees***

At the time you are hired, all employees are classified as either "exempt" or "non-exempt." In accordance with the Fair Labor Standards Act. This is necessary because, by law, employees in certain types of jobs are entitled to pay or time off for hours worked more than forty hours (40) per work week. These employees are referred to as "non-exempt" in this Manual. This means that they are not exempt from additional pay/time off requirements. Exempt employees are supervisors,

classroom instructors, btw instructors, executives, professional staff, technical staff, outside sales representatives, officers, directors, owners, and others whose duties and responsibilities allow them to be "exempt" from pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired or promoted.

### ***At Will Employment***

All employment and compensation with JDS are "at will" and is supported by NC law. "At Will" means that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either JDS or yourself, except as otherwise provided by law.

## **EMPLOYMENT POLICIES**

### ***Equal Employment Opportunity***

JDS will provide equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran. The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws. Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal employment opportunity and lists the names and addresses of the various government agencies that may be contacted if any person believes he or she has been discriminated against.

The Human Resource Manager is primarily responsible for seeing that JDS's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employees, including supervisors, involved in discriminatory practices may be subject to discharge.

### ***The Hiring Process***

- a. Jordan Driving School recruits potential driver education instructors through school postings, Lead Teacher recommendations, and teacher recommendations.
- b. Upon submission of a completed application, references are checked. A criminal background check, sexual offender check and a NC driver license check is obtained.
- c. Applicants are then selected for an interview based on criminal background and other factors pertinent to the needs of JDS and qualifications of the applicant. No applicant's race, age, sex, sexual orientation, religion, national origin, or political affiliation will enter the decision of hiring or disqualification. JDS applicants and employees consent to a background check as a condition of employment. If an applicant is hired prior to the completion of the criminal records check, employment shall be considered

conditional pending a review of the results of the check. Criminal dispositions against an applicant or employee may have an impact upon hiring and dismissal decisions. All information obtained from a background check will remain confidential.

### ***References***

JDS does not respond to oral requests for references. All requests must be in writing. In the event you leave the employ of JDS we may be able to provide references to potential employers, depending upon the circumstances, your employment history, etc. However, you must first sign a "reference release" waiver, allowing us to release reference information beyond merely confirming that you worked at JDS for a specific period and your position.

As an employee, do not under any circumstances respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, and you receive a request for a reference, you should forward the request to the Human Resource Manager for a response.

### ***Personal Interview***

- a. The applicant who meets the qualifications as stated in ***The Hiring Process*** will hold a one-on-one interview.
- b. Applicant(s) recommended by the interviewer will meet personally with the president of Jordan Driving School.

### ***80-Hour DMV Driver Education Instructor Class***

- a. Jordan Driving School has five NCDMV certified instructor trainers who teach segments of the class.
- b. Forty (40) hours are classroom work covering: DMV and commercial school regulations, NC vehicle law, lesson plans, classroom management, scheduling, computer program curriculum, Drive Right curriculum and ADTSEA curriculum.
- c. Forty (40) hours are observations of classroom and behind-the-wheel instruction and practice teaching/learning sessions. Since an instructor license is required, no actual teaching can be done at this level, only observation.
- d. The applicant participates in Miller Road Test work with a certified instructor trainer.
- e. Final 200 question DMV written test
- f. Miller Road Test (On Road)

### ***Proof of U.S. Citizenship and/or Right to Work***

Federal regulations require that (1) upon becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form; and (2) all applicants who are hired need to present documents of identity and eligibility to work in the US.

### ***Probationary Employment (90-day Introductory Period)***

- a. 90-day position may be offered depending on the individual passing the 80-hour DMV instructor class.
- b. During the 90-day period, the instructor is a probationary instructor with a limited teaching permit.
- c. Three (3) observations are done in the 90-day period, one by the DMV representation and two by Jordan Driving School evaluators.
- d. Upon review, the instructor now has his/her full instructor license. This license is good for 4 years and is renewable if 64 DMV credits are earned during this period, and a good driving record is maintained. One NCDPI credit converts to ten (10) DMV credits. Each year of teaching counts as four (4) DMV credits.

The applicant or conditional employee will be rejected for employment if the criminal record check and supporting records reveal a "criminal history", defined as the conviction of a crime, whether a misdemeanor or felony, that indicates the employee (1) poses a threat to the physical safety of students or personnel, or (2) has demonstrated that he or she does not have the integrity or honesty to fulfill his or her duties as a JDS employee. Conviction of a crime, as used in this policy, includes the entry of (1) a plea of guilty, nolo contendere, no contest or the equivalent; or (2) a verdict of finding of guilty in a court of law or military tribunal. JDS shall consult with legal counsel or obtain a certified copy of an applicant's conviction notice prior to any final employment decision based on the criminal history.

It is a requirement that all employees notify the JDS Human Resource Officer immediately if they are charged or convicted of a criminal offense (including entering plea of guilty or nolo contendere) including minor traffic violations. Applicants and current employees who have been charged or convicted with driving while impaired or driving with a revoked license must immediately notify the JDS Human Resource Officer. Criminal record checks may also be conducted on an individual, random, or rotating basis of rehired and current employees.

Instructors must maintain a valid North Carolina Driver License, Commercial Instructors License and fulfill the requirements, applications, and receive the necessary renewal credits for a Driver Training Instructor as noted in the North Carolina Administrative Code issued by the Division of Motor Vehicles.

Your first ninety (90) days of employment at JDS are considered an introductory period. This introductory period will be a time for getting to know your fellow employees, your supervisor and the tasks involved in your job position, as well as becoming familiar with JDS's services. Your supervisor will work closely with you to help you understand the needs and processes of your job.

This Introductory Period is a try-out time for both you, as an employee, and JDS, as an employer. During this Introductory Period, JDS will evaluate your suitability for employment, and you can evaluate JDS as well. At any time during this first ninety (90) days, you may resign without any detriment to your record. If, during this period, your work habits, attitude, attendance, or performance do not measure up to our standards, we may release you.

At the end of the Introductory Period, your supervisor will discuss your job performance with you. This review will be much the same as the normal job performance review that is held for regular full-time or part-time employees on a semi-annual basis. During the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause."

### ***Non-Compete Agreement***

All new employees may be required to sign a Non-Compete Agreement prepared by our attorneys as a condition of employment.

### ***Outside Employment***

As an employee of JDS, you may not pursue other opportunities related to the driving school business without explicit permission by the JDS president. Also, any outside activity must not interfere with your ability to properly perform your job duties at JDS or to meet established quotas. Any interference with your ability to do your job or to meet JDS established quotas may lead to dismissal.

### ***Dismissal***

North Carolina is a "Right to Work State" and recognizes the term "At Will employment". At-Will employees (non-contractual) can be terminated with or without cause, and with or without notice, at any time, at the option of either JDS or employee, except as otherwise provided by law. However, if your performance is unsatisfactory due to lack of ability, failure to abide by JDS or school rules or failure to fulfill the requirements of your job, you will be notified of the problem. If satisfactory change does not occur, you may be dismissed. Still some incidents may result in immediate dismissal.

A large majority of JDS employees are employed by the Wake County Board of Education or with private schools or with surrounding private or public-school districts. If you are suspended or released from your school district with cause, JDS must suspend or release you from employment with JDS.

### ***Grounds for Dismissal***

Jordan Driving School recognizes the need for fairness and trust between employer and employee. Therefore, a list of intolerable actions is given where, when reasonable evidence points toward guilt, or where circumstances of accusations could be seen as rendering the employee ineffective, that employee may be dismissed immediately.

1. Inadequate Performance - Failure, for whatever reason, to meet job expectations.

2. Immorality - Committing omissions against laws, court ruling, societal expectations (adult-adult; adult-child) and/or being a passive audience.
  - a) Off-color jokes
  - b) Graphics displaying lewd or suggestive themes
  - c) Comments that may be easily interpreted to be suggestive
  - d) Participating in touching unless extreme instructional related circumstances requires such
  - e) Sexual harassment
  - f) Unacceptable physical language
3. Insubordination - Willfully not doing the task as required by the immediate supervisor.
4. Neglect of duty - Failing to perform duties as required and expected.
5. Physical and mental incapacity - To be determined by a medical doctor. Jordan Driving School, Inc., for student safety reasons only, can suspend any employee when there is evidence of any physical or mental dysfunction until that employee can present documentation from a medical doctor that he/she is competent to perform job requirements.
6. Conviction of a felony while employed with Jordan Driving School, Inc. or the discovery of an unreported felony prior to Jordan Driving School Inc. employment.
7. Revocation of teaching certificate or Commercial Driver's License.
8. Affiliation with any program or displaying any behavior that may be considered as detrimental or as "a conflict of interest" with the status and welfare of Jordan Driving School, Inc.
9. Moral turpitude: (i.e., stealing, untruthfulness)
10. Working with another driving school while employed by Jordan Driving School; under no circumstance will a Jordan Driving School, Inc. employee work with another company without written approval from the President of Jordan Driving School, Inc.
11. Willful violation of any JDS, DMV or Public-School rule or any deliberate action that is extreme in nature and is obviously detrimental to JDS's efforts to operate profitably.
12. Willful violation of security or safety rules or failure to observe safety rules or JDS safety practices.
13. Negligence or any careless action which endangers the life or safety of another person.
14. Being intoxicated or under the influence of controlled substance drugs while at work; use or possession or sale of controlled substance drugs in any quantity while on JDS or school premises except medications prescribed by a physician which do not impair work performance.
15. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on JDS or school property or while on duty.
16. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on JDS or school premises or when representing JDS.
17. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help on a special assignment.
18. Threatening, intimidating, or coercing fellow employees or students on or off JDS or school premises — at any time, for any purpose.
19. Engaging in an act of sabotage; willfully or with gross negligence causing the destruction OR damage of JDS or school property, or the property of fellow employees, students, suppliers, or visitors in any manner.

20. Theft of JDS or school property or the property of fellow employees or students
21. Unauthorized possession or removal of any JDS or school property, including documents, from the premises without prior permission from management
22. Unauthorized use of JDS or school equipment or property for personal reasons
23. Using JDS or school equipment for profit.
24. Dishonesty, willful falsification, or misrepresentation on your application for employment or other work records.
25. Violating the non-disclosure agreement; giving confidential or proprietary JDS information to competitors or other organizations or to unauthorized JDS employees
26. Working for a competing business while a JDS employee
27. Use of illegal copies of software or the use of copyrighted or patented software
28. Sleeping on the job; loitering or loafing during working hours.
29. Failure to maintain a neat and clean appearance. Any departure from accepted conventional modes of dress or personal grooming that affects the instructional/learning environment.
30. Leaving students unsupervised at any time.
31. Failure to treat students, parents, and the public with respect
32. Failure to represent JDS in a favorable way

### ***Disciplinary Actions***

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:

- Verbal Warning
- Written Warning
- Dismissal

Written warnings will include the reasons for concern and any supporting evidence. You will have an opportunity to defend your actions and rebut the opinion of charges made.

### ***Termination & Severance Pay***

JDS does not pay severance pay. When you leave JDS, you will be paid for actual time worked.

### ***Resignation***

While JDS hopes both you and JDS will mutually benefit from your continued employment, the Company realizes that it may become necessary for you to leave your job with JDS. If you anticipate having to resign your position with JDS, you are expected to notify your supervisor at least two (2) weeks in advance of the date that you must leave.

### ***Exit Interviews***

In instances where an employee voluntarily leaves our employ, JDS management would like to discuss your reasons for leaving and any other impressions that you may have about JDS. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit

interview, you should express yourself freely. It is hoped that this exit interview will help provide insights into possible improvements we can make. All information will be kept strictly confidential and will in no way affect any reference information that JDS management will provide another employer about you.

## **STANDARDS OF CONDUCT**

By accepting employment, you have a responsibility to JDS, your fellow employees, parents, and students, to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

### ***Dress Code/Personal Appearance***

You are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with students or visitors in person. As an employee of Jordan Driving School, Inc., you serve as a role model for the students with whom you work and as leaders in the community. Consistent with these roles, all employees must dress in a manner and have an appearance that is appropriate and professional considering the environment in which they work, the duties of their jobs, and the impressionable youth they serve. Personal appearance should be a matter of concern for each employee. If your supervisor feels your attire is out of place, you may be asked to leave your workplace until you are properly attired. You will not be paid for the time you are off the job for this purpose. Your supervisor has the sole authorization to determine an appropriate dress code, and anyone who violates this standard will be subject to appropriate disciplinary action.

### ***Absence or Tardiness***

When you are unable to report to work, it is your responsibility to cancel your obligations and contact the lead teacher or site coordinator. Absence from work for (5) consecutive days without notifying the lead teacher, site coordinator or your supervisor will be considered a voluntary resignation.

NC state law requires each student to receive 30 hours of instruction in the classroom and six hours of instruction behind the wheel. Therefore, if you are tardy for a class assignment, you must ensure that students receive instruction time in accordance with state law. Excessive tardiness is unacceptable.

## **Harassment Policy**

Harassment covers a wide range of behaviors of an offensive nature. It is commonly understood as behavior intended to disturb or upset, and it is characteristically repetitive. In the legal sense, it is intentional behavior which is found threatening or disturbing. JDS intends to provide a work and learning environment that is pleasant, healthful, comfortable, and free from intimidation,

hostility or other offenses which might interfere with work performance or instruction. Harassment of any sort - verbal, physical, visual - will not be tolerated. Additionally, classroom teachers, BTW instructors and students must adhere to the Public-School Student Code of Conduct.

### ***What Is Harassment?***

Harassment can take many forms. It may be, but is not limited to words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature. Sexually harassing conduct may include unwelcome sexual advances, requests for sexual favors, or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing the duties of their position or creates an intimidating, hostile or offensive working environment.

### ***Responsibility***

All JDS employees, and particularly supervisors, have a responsibility for keeping our work environment free of harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate supervisor or any management representative with whom they feel comfortable. When management becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether the victim wants JDS to do so or not.

### ***Reporting***

Any incidents of harassment must be immediately reported to a supervisor, or the Human Resource Officer. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee, subordinate, or student will be subject to severe disciplinary action or possible discharge. JDS will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken for any employee making a good faith report of alleged harassment. JDS accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. JDS will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

### ***Drug-free Workplace***

All controlled substances are prohibited in the workplace. All employees must abide by the terms of this Drug-Free Workplace policy. Employees violating such prohibitions will be subject to disciplinary action, up to and including discharge.

The term "controlled substance" refers to all illegal drugs and to legally prescribed drugs when misused or when used without a physician's order. It does not prohibit taking prescription medication under the direction of a physician, or over-the-counter medicine taken according to the

labeled directions of use if there is no detrimental impact or impairment of ability to perform one's job.

JDS prohibits the unlawful manufacture, transmission, conspiring to transmit, possession, use or being under the influence of any alcoholic or other intoxicating beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroids, counterfeit drugs, other intoxicants of any kind, or other controlled substance as defined in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and further defined by regulation at 21 CFR 100.11 through 1300.12. In addition, no employee shall exude the odor of any alcoholic beverage or controlled substance while acting within the course and scope of his/her employment. JDS prohibits the possession, use, transmission or conspiring to transmit drug paraphernalia.

If, in the opinion of the employee's supervisor, an employee's action and/or behavior are considered unsafe because of the proper use of medication, the employee will be sent home. Prior to the employee returning to work, the employee will be required to provide written assurance that the medication's use has been terminated or the medication has been adjusted/modified to avoid impairment.

Any employee having reasonable grounds to believe that another employee is using or in possession of any illegal drug or is under the influence of or in possession of alcohol while in the workplace shall immediately report the facts and circumstances to a supervisor. Any employee who has been convicted of violating any criminal drug statute for activities occurring in the workplace shall notify his/her supervisor within five (5) days of such conviction.

JDS reserves the right to require that an employee submit to a medical examination, including drug or alcohol assessment to determine if an employee has been under the influence of illegal drugs, under the influence of alcohol while on duty, or impaired using prescription or non-prescription drugs while on duty. If the drug or alcohol assessment is positive and there is no legitimate medical explanation for the results, the employee may be subject to disciplinary action, up to and including termination. Any drug testing shall conform to state and federal procedures on administering controlled substance examinations. Any employee who refuses a drug or alcohol screening test may be terminated.

### ***Tobacco-Free Environment***

JDS believes employees and students have a right to work and study in a tobacco-free environment. Smoking, or use of any tobacco product, shall be prohibited in any public-school facility at any time.

No employee or student shall possess, smoke, or otherwise use any tobacco product in any school building or JDS vehicle or while participating in driver education. Smoking by JDS employees shall always be in the absence of students.

## **Section 2 - Wage & Performance**

Your employment with JDS will be carried directly on JDS' payroll. No person may be paid directly

out of petty cash or any other such fund for work performed. The only exception to this policy is where a contract relationship exists with a bona fide contractor

### ***Deductions From Paycheck (Mandatory)***

JDS is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state, and local income taxes and your contribution to Social Security and Medicare as required by law. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings based on the information you furnish on your *W-4* form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to the Office Manager immediately, to ensure proper credit for tax purposes. The *W-2* form you receive for each year indicates precisely how much of your earnings were deducted for these purposes. Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever JDS is ordered to make such deductions.

### ***Pay Period & Hours Calendar Pay Period/Monthly (12 pay periods per year):***

The pay period starts on the 29<sup>th</sup> day of each calendar month and ends on the 28<sup>th</sup> calendar day of the following month. Payday is the 1<sup>st</sup> of the month following 30 days. For example, work for December 29<sup>th</sup> through January 28<sup>th</sup> is paid on the 1<sup>st</sup> of March. Changes will be made and announced in advance whenever JDS holidays or closings interfere with the normal payday.

### ***Records (Invoices)***

JDS is obligated to keep accurate records of the time worked by employees. Each instructor must complete their monthly paperwork and turn it in to the Lead Teacher no later than the last day of each month. For instructions on how to complete the monthly paperwork accurately please review the Monthly Paperwork Memorandum given to you at time of hire.

### ***Wage Assignments (Garnishments)***

JDS is required by law to execute any court-ordered wage assignment or garnishment against your wages. Whenever court-ordered deductions are to be taken from your paycheck, you will be notified.

### ***Performance Reviews***

Your supervisor is continuously evaluating your job performance. Day-to-day interaction between you and your supervisor should give you a sense of how your supervisor perceives your performance. However, to avoid haphazard or incomplete evaluations, JDS conducts a formal review after the introductory period has been completed.

Performance reviews will be conducted on or about every 6 months thereafter. A review may also be conducted in the event of a promotion or change in duties and responsibilities. During formal performance reviews, your supervisor will consider the following points among others:

- Attendance, initiative, and effort
- Knowledge of your work
- Attitude and willingness
- The quality and quantity of your work
- The conditions under which you work

The primary reason for performance reviews is to identify your strengths and weaknesses to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to make you aware of and to document how your job performance compares to the goals and description of your job. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grow to achieve personal as well as work-related goals—perhaps he or she can recommend further training or additional opportunities for you.

## **SECTION 3 - BENEFITS**

### ***Social Security***

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your wages to the trust fund from which benefits are paid. As your employer, JDS is required to deduct this amount from each paycheck you receive. In addition, JDS matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

### ***Unemployment Compensation***

JDS pays a percentage of its payroll to the Unemployment Compensation Fund according to JDS's employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible you must have earned a certain amount and be willing and able to work.

### **Workers' Compensation**

#### ***Who Is Covered?***

Every JDS employee is protected by Workers' Compensation.

### ***What Is Covered?***

Any injury is covered if it's caused by your job—not just serious accidents, but even first-aid type injuries. Illnesses may also be covered if they're related to your job. The main question is if the injury or illness is the result of the performance of your job.

### ***When Am I Covered?***

Coverage begins the first minute you're on the job and continues anytime you're working for JDS. You don't have to work a certain length of time, and there's no need to earn any minimum amount of wages before you're protected.

### ***How Do I Get the Benefits?***

All injuries, no matter how slight, must be reported immediately to the **Human Resource Manager** (Reggie Flythe) to assure consideration under Workers' Compensation Insurance, should complications develop later. Your **Human Resource Manager** will see that you receive medical attention.

Prompt reporting is the key. Benefits are automatic, but nothing can happen until JDS knows about the injury. Ensure your right to benefits by reporting every injury, no matter how slight.

### ***Reasonable Accommodation***

JDS recognizes that individuals with disabilities may need reasonable accommodation with respect to their employment with the Company. If you need accommodation at any time during your employment with JDS because of your disability, you should contact your immediate supervisor or the Human Resource Manager regarding your request. To the maximum extent possible, all information regarding disabilities or requests for accommodation will be kept confidential. JDS expects each person to always act in a mature and responsible way. All employees hold positions of public trust; they are responsible for the education of students and serve as examples and role models to students. Each employee is responsible for both the integrity and the consequences of his or her own actions. The highest standards of honesty, integrity, and fairness must be exhibited by each employee when engaging in any activity concerning JDS, particularly in relationships with the school, parents, students, the public and other employees. An absolute commitment to honorable behavior by each employee is expected. Integrity can accommodate the error and the honest difference of opinion; it cannot accommodate deceit or subordination of principle. Employees shall perform their jobs in a competent and ethical manner without violating public trust, applicable law, policies, or regulations.

## **Worker's Compensation Claim First Steps**

### **Report your injury to your Employer and seek out appropriate medical treatment.**

JDS has a health care provider suggested by our worker's compensation insurance company (any Fast Med Urgent Care location in Wake County) who can see you and your office visit will be billed to our JDS account. Present yourself to Fast Med Urgent Care as directed by JDS.

Depending on your circumstances, appropriate health care may be obtained from your family doctor or a hospital emergency room.

### **Second**

Tell your health care provider that your injury is related to your work and the name of your employer. This information allows the health care provider to bill treatment as a Workers' Compensation claim.

### **Third**

As soon as possible, inform the JDS Human Resource Officer that you have experienced a work-related accident. If you can personally report your injury, do so. If you are unable to report your injury because of your medical condition, have a family member, friend or health care provider notify your employer of the injury as soon as possible.

### **Fourth**

As soon as practical after the accident, and within thirty days, give written notice to JDS. A simple written statement giving the date of the accident and a brief description of the injury is all that is necessary. If you cannot write the letter, have a friend or family member write it for you and send it to JDS. Keep a copy of the letter for your records.

### **Fifth**

Follow your physician's instructions for medical treatment. The goal of the Workers' Compensation System in North Carolina and JDS is to ensure that you get good health care to restore you as nearly as possible to the health and ability to work that you had prior to your injury.

Following these five simple steps will ensure that your injury is properly reported, you receive appropriate health care quickly and that JDS can initiate workers' compensation medical benefits.

## SECTION 4 – PROFESSIONALISM

### I. Continued Education

JDS employees are expected to be responsible for staying informed of strategies and research findings that concern better teaching practices. By attending the North Carolina ADTSEA conference at least once every two years and by attending all JDS staff meetings should meet that expectation.

Staff meetings are a vital part of staying in touch with JDS requirements. All instructors are required to attend all staff in-service meetings. When attending a meeting is impossible, the instructor should request permission from JDS to be absent. Instructors who miss a meeting without JDS consent will be documented and placed in their personnel file. Instructors who miss two consecutive unexcused meetings will be required to meet with the JDS Personnel Director prior to continue work with JDS. Instructors are required to attend a make-up session for each meeting missed.

#### A. License Renewal

The JDS Human Resource Manager will assist you in recording your license renewal credits. However, you are ultimately responsible for making sure that all credits are reported. DMV has placed a strong emphasis on documentation. Therefore, it is important that all certificates and credits are filed properly.

#### B. Credits (64 required within the 4-year renewal cycle) may be obtained from the following

- Attending Staff meetings earn 1 credit per hour
- NCDTSEA Conference earns 12 credits
- Early Bird NCDTSEA earns 4 credits
- SE Regional ADTSEA conference earns 12 credits
- ADTSEA National Conference earns 20+ credits
- Each year of teaching experience within the renewal cycle earns 4 credits
- Other credit opportunities must be pre-approved by DMV.

### II. Public Relations

- a. Employees of JDS are responsible for upholding positive relations between JDS and the students, parents, and others within the communities.
- b. The primary goal of JDS is to teach young people to be safe and responsible users of our transportation system. During the process, JDS employees must treat all individuals with respect and dignity.

### III. Professional Organizations

- a. To maintain a professional atmosphere and quality program, JDS request all employees to have membership in the North Carolina Driver Education Association.

## SECTION 5 - CRITICAL ISSUES

### *Emergency Classroom Procedures*

JDS classroom teachers will follow Wake County Public Schools' policy for emergency classroom procedures. Codes red, yellow and green indicate procedures to be taken. JDS classroom teachers must familiarize themselves with these procedures

#### **CODE RED**

This means there is an immediate threat to the school. This is a complete classroom and school lockdown.

- Move all students, staff and identified visitors into the nearest classroom, office, or secure room.
- Lock all interior and exterior doors.
- Turn off all lights.
- Move students away from windows and doors.
- Have students crouch down and remain quiet. Students who are physically unable to crouch down may use a low chair.
- Students who use wheelchairs should remain in their wheelchairs. If a student is out of the wheelchair at the time of lockdown, efforts should be made to assist the student back into the wheelchair unless doing so jeopardizes safety.
- Staff members who are working with students outside the usual classroom should remain in or go to the closest safe location.
- Utilize Red, Green and Blue Card procedures.
- Moveable furniture can be used as a buffer between students and doors/windows.
- If a card is not displayed, it will be assumed that the assailant is present in that room and a police emergency response team will enter.

#### **CODE YELLOW**

This means there is something in the community that poses a threat to the school, i.e., bank robbery, shots fired, police chase, etc. All outside activities should cease and students/staff should move into the building. All outer doors must be locked and lockdown signs hung on entrance doors. Students can move within a building if needed. Movement from building to building is prohibited.

## ***CODE GREEN***

The lockdown is over and normal school activities are resumed. A mandatory staff meeting will be held at the close of the school day after a Code Red incident. A staff meeting after a Code Yellow incident will be at the principal's discretion.

## ***Inclement Weather***

In the event of inclement weather, JDS will follow WCPSS' decisions concerning closing early or cancelling instruction. BTW instructors will be notified of schedule changes via e-mail and TV media outlets. When WCPSS cancels school activities because of inclement weather, JDS instruction is also cancelled.

## ***Safety***

JDS instructors are responsible for educating students and for helping keep them safe. Cleaning supplies, appliances, and even classroom equipment can present potential safety risks. By keeping these exposures in mind, your staff can better protect students and themselves from injury.

### **Cleaners and Chemicals**

While household cleaners are relatively nonhazardous, take extra caution in the classroom. Use only school-provided cleaners with labeling that documents chemical hazards, proper handling and storage procedures, and emergency measures in case of an accident.

### **Electrical Safety and Extension Cords**

Many fires result from the improper use of extension cords. Follow these guidelines to help ensure proper use:

- Limit the use of extension cords to immediate needs such as powering a projector, and do not use them as a long-term substitute for adequate outlets. Remove and store cords after use.
- Use only commercial-grade extension cords provided by building services. Two-wire, light-duty cords found in most homes are not appropriate for school use.
- Never run extension cords over ceiling grids or under rugs, and do not hang cords from nails or staples.
- Avoid using multi-tap outlets and excessive power strips that can overload a circuit.
- Inspect cord insulation and prongs prior to use and before placing in storage.
- Replace damaged cords.

### **Classroom Equipment and Supplies**

Common items such as scissors, letter openers, and paperweights can be dangerous if used incorrectly — whether during playful “roughhousing” or an argument. Store these items out of sight when not in use. Science and vocational teachers should exercise extra caution with sharp instruments and should make sure students return all equipment at the end of class.

### **Appliances**

Electrical appliances may present fire and burn risks when used improperly. Limit the use of personal appliances, such as coffeemakers and microwave ovens, to teacher lounge areas or areas where student access can be controlled. Take particular care with the placement of portable heaters to ensure that no flammable materials are nearby.

### **Classroom Decorations**

Decorations enliven a classroom and often serve instructional purposes, but they can also lead to injury when hung improperly. Follow these guidelines for safe use:

- Limit paper decorations and student artwork to 20 percent or less of the wall area, and never cover exit signs or exit doorways.
- Use flame-retardant decorations whenever possible.
- Do not suspend decorations or plants from the ceiling or the ceiling tile grid.
- Mount decorations and plants within reach of the floor for easy and safe access.
- Never hang anything from fire sprinkler heads.

### **Teacher Personal Safety**

- Locking classroom doors during class and when working alone can improve safety for students and teachers. In addition, keep classroom door windows uncovered so that activity can be easily observed from the hallway.
- If using a company vehicle, all DMV rules must be adhered to.
- Report to your supervisor if you or a co-worker becomes ill or is injured.
- Avoid "horseplay" or practical jokes.
- Keep your work area clean and orderly, and the aisles clear.
- Watch out for the safety of fellow employees.

Taking these proactive measures to maintain classroom safety can help keep the focus on the most important part of school — learning. Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all JDS activities. Remember, failure to adhere to these rules will be considered serious infractions of safety rules and may result in disciplinary actions.

## **SECTION SIX - Other Policies**

### ***Expense Reimbursement***

You must have your supervisor's authorization prior to incurring an expense on behalf of JDS. To be reimbursed for all authorized expenses, you must submit an expense report accompanied by receipts and approved by your supervisor to the finance officer.

### ***Communications***

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, but you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work. Staff meetings will be held on a regular basis to keep employees informed of recent company activities or changes in the workplace. Bulletin Boards are placed in common areas to provide employees access to important posted information and announcements.

### ***Cell Phones***

Cell phones are to be used only for emergencies. Otherwise, they are never used for a call out. Cell phones should be in the vehicle and turned on vibrate or silent when the vehicle is being used for instruction or when traveling back and forth to work. If the office calls, please call during driver change and pulling over to a safe location.

### ***Computer Software (Unauthorized Copying)***

JDS does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the users' right to make a backup copy for archival purposes (Section 117).

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless a backup copy is not provided by the manufacturer. Unauthorized duplication of software is a federal crime. Penalties include fines of as much as \$250,000 and jail terms of up to five years.

### ***Electronic Mail Use***

JDS maintains an electronic mail system. This system is provided by the company to assist in the conduct of business. All messages composed, sent, or received on the electronic mail system are and remain the property of JDS. They are not the private property of any employee.

Incidental and occasional personal use of e-mail is permitted but should be limited. Such messages become property of JDS and are subject to the same conditions as company email.

The electronic mail system may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. It should not be used to create any offensive or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability.

JDS reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received, or sent over the electronic mail system for any purpose. The contents of electronic mail properly obtained for legitimate business purposes, may be disclosed within JDS without the permission of the employee. Any employee who violates this policy or uses the electronic mail system for improper purposes shall be subject to discipline, up to and including termination.

### ***Internet Use***

JDS maintains Internet access to assist employees in conducting company business. These systems, including the equipment and the data stored in them and all communications and information transmitted by, received from or stored in them, are treated as the Company's business information and remain at all times the property of the Company. They are not the private property of any employee.

These systems are for company business; however, occasional use of them for personal, non-business purposes is understandable and acceptable. When using the business phone for personal long-distance calls, the employee should use their personal calling card.

The Company reserves the right, in its discretion, to review your use of the Internet to ensure your use is consistent with the Company's legitimate business interests and is used in compliance with the law. Prohibited or illegal conduct through utilization of any communication system will not be tolerated, are a violation of Company policy, and can result in discipline, up to and including termination of employment.

### ***Personal Use of JDS Property***

Employees are not allowed to use JDS equipment or vehicles for their own personal use. If you are assigned an instructional vehicle or equipment you are required to keep it clean and maintained.

### ***Property & Equipment Care***

It is your responsibility to understand the equipment you need to use to perform your duties. Good care of any equipment that you use during your employment, as well as the conservative use of supplies, will benefit you and JDS. JDS or WCPSS driver education equipment must be signed out through the JDS office by a recorded signature, date, and equipment identification. You should make sure you get a receipt upon returning the equipment.

### ***Return of JDS Property***

Any JDS property issued to you, such as computers, computer software, cell phones, vehicles, etc., must be returned to JDS at the time of your dismissal or resignation, or whenever it is requested by your supervisor or a member of management. You are responsible to pay for any lost or damaged items. The value of any property issued and not returned may be deducted from your paycheck and you may be required to sign a wage deduction authorization for this purpose. All property must be properly signed out through the JDS office and properly checked in according to JDS guidelines.

### ***Theft***

Property theft of any type will not be tolerated by JDS. We consider property theft to be the unauthorized use of JDS services or facilities or the taking of any JDS property for personal use.

## **SECTION SEVEN - Regulations**

### **Jordan Driving School Classroom Instructors**

1. Become familiar with Wake County classroom emergency procedures.
2. Never leave students unattended
3. Classes are a minimum of 30 hours (not including breaks). Make-up will be scheduled as necessary with a maximum of 6 hours make-up time.
4. Keep classroom in a neat working order during and after use.
  - Put all working materials back in their proper place
  - Return all desks to their proper place
  - Clean chalkboards after use
  - Disconnect power from all electrical media equipment
5. Be responsible for all materials including textbooks, workbooks, media resources, computers, and the LCD projector.
6. Inform school personnel and designated JDS personnel concerning any classroom problems.
7. Communicate with parents concerning any student discipline problems.
8. Follow the Driver Education Classroom Curriculum Pacing Guide for the delivery of instruction.

## JORDAN DRIVING SCHOOL VEHICLE GUIDELINES

### To BTW Instructors

These Vehicle Guidelines are a quick reference for your use and convenience. The Guidelines outline your responsibilities during the time you are assigned a Wake County Public School System Driver Education vehicle and give you advice on safety precautions, emergency and accident procedures, maintenance/repair requirements and procedures.

1. All service and repair work will be done at the WCPSS garage located on Rock Quarry Road. Call Mr. Hinton (919-588-3486) or e-mail [khinton@wcpss.net](mailto:khinton@wcpss.net) to schedule a service appointment for your vehicle. To contact the garage call 919-533-7877.
2. To be assigned a driver education vehicle on a full-time basis, instructors must complete a minimum of 12 students each month during the regular school year and must complete a minimum of 16 students each month during the summer session.
3. Instructors who cannot meet the monthly BTW minimum but are able to teach BTW part-time during certain times of the school year may do so by checking out a vehicle from the garage daily or obtain permission to park a multi-instructor use vehicle at the school work location. Vehicle assignments for part-time use must be made through JDS (Earl Anderson) based on vehicle and student availability.
4. Two students are required for behind-the-wheel instruction. During pandemic or emergency situations where permission is granted by WCPSS, one student may be driven during instructional time without an observing student.
5. A student is required to receive a minimum of six (6) hours of actual behind-the-wheel instruction, not including observation and/or breaks.
  - a. No student may be in a driver education vehicle, whether driving or observing, for more than four (4) hours per day.
  - b. Each student is restricted to a maximum of two hours of actual behind-the-wheel instruction per day.
  - c. Instruction for each individual student will be no more than 60 minutes per student for each individual session (maximum) except during a pandemic or emergency.
6. WCPSS driver education vehicles are restricted to use in the performance of the WCPSS contract:
  - a. Use of the driver education vehicle by anyone other than the teacher assigned to the vehicle is prohibited.
  - b. Behind-the-wheel instruction shall be conducted only in Wake County
  - c. Driver education vehicles are to be driven only by the assigned driver education teacher to and from home and during instructional time. Personal use is prohibited.

7. No student shall operate a motor vehicle upon any public street or highway unless the in-car teacher has in his/her possession a valid Restricted Instruction Permit issued by the School Bus and Traffic Safety Division of DMV.
  - a. A written record indicating the date and time of behind-the-wheel training shall be completed daily after each student has driven. The written record shall be submitted at the end of the month along with any other student paperwork to the lead teacher upon completion of the month's records. The lead teacher shall review and reconcile records for accuracy and file in the school driver education office for a period of 3 years as required by law.
  - b. The record must be signed by the student in ink after each driving session and shall not include any hours of observation (presence in the car while someone else is driving).
8. In the interest of safety and to provide the best program of driver education possible for the students of Wake County, Jordan Driving School, Inc. requires instructor cell phones to be on and set to vibrate or silent.
  - a. The telephones are for use to call 911 in case of emergencies or other necessary situations only. Except in extreme cases, cell phones are not to be used during instructional time.
  - b. Instructors are to return all calls to office staff. Messages are to be returned within a 24-hour time frame.
  - c. Student phones should be placed in the covers provided by WCPSS during driving time or in the trunk. Students may check their phones during a break.
9. Spare Car Procedure: Teachers are to call The WCPSS garage to establish a time for all vehicle maintenance and needed repair work. Teachers should never go to the garage unannounced. Teachers will complete a spare vehicle check-out sheet for each spare they check out giving the mileage and condition of the vehicle. The garage personnel will call the teacher when the vehicle is ready for pick up. All spares are to be delivered clean and full of gasoline. Any spare used by a teacher for a week, or more is to be taken to Auto Bell for washing prior to returning it to the garage. Teachers can acquire Auto Bell coupons from Earl Anderson to get cars washed before returning them to the garage.
10. A gasoline card is provided with each vehicle. The gasoline card is assigned to the individual vehicle and is not to be removed from the vehicle. Each teacher is assigned their individual pin number. At each fill-up, the teacher is to complete the Gas Log Form. The form is to be turned in with the BTW invoice each month. Any usage more than an amount considered "normal" will be charged to the instructor. All gas logs need to be turned into Mary with accurate mileage submitted. Mileages should be added to the instructor check list monthly.
11. The following items are assigned to individual vehicles and are not to be removed:
  - a. Teacher book
  - b. Car-top sign
  - c. Fire extinguisher
  - d. First aid kit
  - e. Pillow
  - f. Gas Card
  - g. PPE equipment

12. Vehicle exteriors shall be washed at least once a month. Vehicles may be washed at the garage on Rock Quarry Rd.
13. Vehicle steering wheel, gear selectors and anything a student should be touching shall be wiped down with cleaning wipes before and after each student drives. Interior should be cleaned and vacuumed at least once a week. Any trash shall be removed daily.
14. INSTRUCTORS AND STUDENTS ARE NOT ALLOWED TO HAVE DRINKS OR FOOD IN A DRIVER EDUCATION VEHICLE AT ANYTIME. BOTTLED WATER IS PERMITTED. USE OF TOBACCO PRODUCTS IS NOT ALLOWED IN DRIVER EDUCATION VEHICLES AT ANYTIME.
15. Vehicle glove compartment and trunk space shall be used only for driver education materials. The glove compartment must have a packet of information that includes vehicle registration card, insurance card, and accident report forms.
16. Always carry a valid North Carolina Driver's License and Commercial Driving School License.
17. Operate the vehicle in a courteous, safe, and prudent manner.
18. Obey all traffic laws, including paying parking fees. A traffic, unauthorized toll, or parking violation is the personal responsibility of the instructor.
19. Park the vehicle in a safe and secure parking area. Vehicles needing to be parked on school property should be reported to the school principal or designee to receive a designated location and parking space pass. Remove the keys and lock all doors when the vehicle is left unattended.
20. Report lost, damaged, or stolen license plates immediately to JDS.
21. Report the theft of the vehicle or its contents to the local law enforcement agency and JDS.
22. Fasten seat belts. The law requires drivers and passengers to have seat belts fastened when the vehicle is in motion.
23. Adjust head restraints so that your head centers on the restraint.
24. Set the parking brake when you leave the vehicle.
25. Use both the rearview and side view mirrors and the turn signal before moving from one traffic lane to another.
26. Use the emergency flasher lights when your vehicle becomes disabled or when you stop for an emergency on the side of the highway or any other public road.
27. Drive defensively.
28. Do not use the driver education vehicle for private business or personal errands.
29. Do not transport members of your family or personal friends.
30. Do not use the driver education vehicle for transportation to and from another job unless you will be teaching driver education during the same day.
31. Never stop at an unauthorized place for a break
  - a. At your house,
  - b. At a friend's house
  - c. At any place where it may be deemed inappropriate for teenagers /students.
32. Never leave students unattended or alone in the car
33. When changing drivers, the student should hand the key to the instructor prior to leaving the vehicle.

34. Each BTW instructor is responsible for the day-to-day care of his/her assigned or spare Driver Education vehicle.
- a. Make frequent checks of the engine oil level and add oil if needed either yourself or at the garage. The engine oil must be changed every 5000 miles. Schedule service appointments through the garage. Call Mr. Hinton at (919) 588-3486.
  - b. Check the coolant and add as needed.
  - c. Check the battery fluid level often.
  - d. Look under the vehicle for fluid leaks.
  - e. Visually inspect the tires daily and check air pressure regularly. During the visual daily inspection, check tires for excessive tread wear. If excessive tread wear is discovered, contact the garage.
  - f. Check the vehicle frequently for body damage done while the vehicle was parked. Report any body damage promptly to JDS.
  - g. BTW instructors play an important role in maintaining driver education vehicles in a safe, operable condition. Follow a preventive maintenance schedule based on the vehicle's age and mileage. The garage will have maintenance records to assist with preventive maintenance service. When service is not performed on vehicles according to manufacturer recommendations, this can void a warranty.
35. What to do if you have an accident:
- a. No matter how minor the accident, always stop and investigate. **IF ANOTHER VEHICLE IS INVOLVED YOU MUST CALL LAW ENFORCEMENT. AN ACCIDENT REPORT NEEDS TO BE COMPLETED BY A POLICE OFFICER AND A POLICE REPORT NUMBER MUST BE RECEIVED FROM THE OFFICER.**
  - b. Do not move the driver education vehicle, unless told to do so by a Law Enforcement Officer. **If the vehicle needs to be towed call Barbour's Towing (919-790-3827).**
  - c. Check students in the driver education vehicle, then occupants of other car(s).
  - d. Call rescue squad, if needed.
  - e. Call appropriate law enforcement agency. List investigating officer's name.
  - f. Call JDS (919-772-4877), or the on-call person. There should always be an on-call sheet in your vehicle's glove box!
  - g. After regular JDS office hours, refer to the on-call schedule.
  - h. Do not sign or make a statement as to responsibility. Only make a statement to your supervisor. Be courteous. Do not engage in arguments at the accident scene.
  - i. Complete the Wake County Accident Form which should be in the vehicle glove compartment. This form should be filled out at the scene of the accident, if possible, so that your memory of facts cannot be questioned. Secure the name, address, and phone number of witnesses, if possible. While trying to get all the information requested, cooperate, but do not interfere with the investigating officer.
  - j. Get registration and insurance information for other vehicle(s). The investigating officer will usually provide this information on the Exchange Form.
  - k. Make sure the Exchange Form includes a **POLICE REPORT NUMBER**. This will enable JDS to get a copy of the investigating officer's report.

- l. File the BTW Instructors accident report with JDS the next day following the accident. **IF INJURED ON THE JOB, CONTACT THE JDS HUMAN RESOURCE MANAGER (Reggie Flythe) AS SOON AS POSSIBLE!**
  - m. If the BTW Instructor is injured and unable to prepare the report, have someone acting on your behalf complete the forms for you. For example, the on-call person.
  - n. Claims for damages will be handled by a JDS administrator, WCPSS and the insurance company.
  - o. If there is vehicle-to-vehicle accident you must always call the police regardless of the extent of the damage.
36. All teachers involved in any collision involving fault or negligence of the teacher that results in damage to the driver education vehicle will go before the Collision Review Board. Should the Collision Review Board find that the collision happened because of negligence on the part of the teacher, the Review Board will hold the teacher responsible for the collision. The teacher will be responsible for the full amount insurance deduction in addition to the other penalties administered by the Board. The cost will be deducted from the teacher's check.
37. **On Call** - We have on call staff for vehicle accidents and break downs. We do not send on call staff to change tires, deal with lost keys, or jump batteries after hours. We want you park the vehicle, lock it up, put white flags, broken down sign and cone out before you get a ride home. We will take care of the vehicle during daylight hours.
38. Vehicle Inspection Report - BTW Teachers will need to fill out a vehicle inspection sheet and give to Earl Anderson at each in-service staff meeting. **If you do not have it when you arrive, you will need to stay after the meeting to complete one.**

**JORDAN DRIVING SCHOOL, INC.**  
**101 Timber Pointe Lane**  
**Garner, NC 27529**  
Office: 919-772-4877  
Fax: 919-662-2628  
office@jordandriving.com

The intent of the Vehicle Guidelines is to provide instructors with the basic requirements for assuming the responsibility of an assigned driver education vehicle, to maintain efficient and cost-effective vehicle control, and to provide an excellent in-car atmosphere while students are taking the BTW phase. Following these guidelines may result in lower maintenance and repair cost, less downtime, and happier instructors/students. The guidelines here reflect the requirements, regulations and expectations as stated by the NC General Statutes, the Department of Public Instruction, The School Bus and Traffic Safety Division of DMV, the Wake County Public School System, and Jordan Driving School Inc.

PLEASE READ AND FAMILIARIZE YOURSELF WITH THESE BTW GUIDELINES AND SIGN BELOW INDICATING YOU AGREE TO FOLLOW THESE GUIDELINES DURING THE TIME YOU ARE ASSIGNED A WAKE COUNTY PUBLIC SCHOOL SYSTEM DRIVER EDUCATION VEHICLE.

BTW INSTRUCTOR SIGNATURE: \_\_\_\_\_

PLEASE PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

## Covenant Not to Compete

The employee hereby agrees that while employed by Jordan Driving School, Inc. he/she will not on his/her own account or as an agent, engage in or become financially interested in the same line of business or any other line of business which could reasonably be considered as being in competition with Jordan Driving School, Inc.

---

Signature

---

Date

---

Print Name

**RECEIPT & ACKNOWLEDGEMENT OF JORDAN DRIVING  
SCHOOL, INC EMPLOYEE MANUAL.**

With my signature I acknowledge that I have received a copy of the Jordan Driving School policy manual revised January 2022. I have been asked to read the policy and, if necessary, to ask questions concerning any part therein.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact Wake County Public School System:**

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

To contact us by email send messages to: [tposey@wcpss.net](mailto:tposey@wcpss.net)

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

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

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

### **To request paper copies from Wake County Public School System**

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

### **To withdraw your consent with Wake County Public School System**

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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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