



## A G E N D A

**Durham Public Schools Board of Education  
Administrative Services Committee  
March 13, 2014  
Fuller Administration Building, 511 Cleveland Street, Durham, NC**

1. Call to Order 4:30 p.m.
2. Moment of Silence
3. Agenda Review and Approval
4. Administrative Services Committee Meeting Minutes
  - February 13, 2014
5. Public Comment
6. **Operational Services**
  - a. Cooking Oil Fundraising Agreement
  - b. Child Nutrition Services - Flavored Milk Update
  - c. Lowe's Grove Middle School – Bids for Track Improvements
  - d. Hope Valley Elementary School – Bids for Asphalt Paving, ADA & Security Upgrades
7. **Financial Services**
  - a. 2014-15 Budget Development
8. Follow-Up
9. Adjournment

### ***Mission Statement***

*In collaboration with our community and parents, the mission of Durham Public Schools is to provide all students with an outstanding education that motivates them to reach their full potential and enables them to discover their interests and talents, pursue their goals and dreams, and succeed in college, in the workforce and as engaged citizens.*

Date: March 13, 2014



# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Subject:** Administrative Services Committee Meeting Minutes

**Staff Liaison Present:**

**Phone #**

**Main Points:**

Attached for committee consideration and approval are the following meeting minutes:

- February 18, 2014

**Fiscal/Goal Implications:**

None

<b>Recommendation</b>	
Information	<input type="checkbox"/>
Discussion	<input type="checkbox"/>
Action	<input checked="" type="checkbox"/>
Consent	<input type="checkbox"/>

MINUTES  
Administrative Services Committee of the  
Durham Public Schools of Education  
February 18, 2014

The Administrative Services Committee of the Durham Public Schools Board of Education held a meeting on Thursday, February 18, 2014 at 2:30 p.m. in the Board Room of the Fuller Building, 511 Cleveland Street, Durham, NC.

**Board Members Present**

Natalie Beyer, Chair; Pastor Davis, Vice-Chair; Heidi Carter; Omega Parker; Nancy Cox; Leigh Bordley and Minnie Forte-Brown.

**Administrators Present**

Hugh Osteen, Interim Superintendent; Evia Nelson, Executive Director of Construction & Capital Planning; Elaine Batten, Director of Information Technology; Scott Denton, Executive Director of Auxiliary Services; Aaron Beaulieu, Chief Financial Officer; and Paul LeSieur; Executive Director of Budget Management Services and Jim Keaten, Executive Director of Child Nutrition Service and Mary Gray Leonard, Director of Educational Technology and Media.

**Attorney Present**

Ken Soo

**Call to Order/Moment of Silence**

Chair Beyer called the meeting to order and a moment of silence was observed.

**Agenda Review and Approval**

Ms. Cox informed board members that 2 members have other commitments and have to leave early. Ms. Cox expressed her desire to move the Superintendent Search agenda up on the agenda so all board members would be present and adequate action could be taken by all members.

After some conversation, Ms. Carter suggested that the agenda be followed as written and hopefully there would be enough quality time to discuss.

Chair Beyer moved that the draft agenda be adopted as presented.

**Approval of Minutes**

Ms. Cox shared that the minutes from January 9, 2014 reflect she was absent for the meeting; however, she was present.

Ms. Cox requested the date on the agenda be revised from February 13, 2014 from February 18, 2014 to reflect the change due to inclement weather.

Ms. Cox made a motion to approve the minutes; seconded by Ms. Carter. The motion was adopted.

### **Public Speakers**

None

### **2013-14 Budget Amendment #1**

Mr. Beaulieu stated that the Budget Amendment #1 shows adjustments for all account balances through January, 2014. Mr. Beaulieu shared that this is one of three amendments for this year. Mr. Beaulieu reviewed the amendment in detail showing current budgets and amended budgets for all areas.

Ms. Forte-Brown made a motion to move this item to the consent agenda; seconded by Ms. Carter; motion passed unanimously.

### **2014-15 Budget Priorities/Guiding Principles**

Mr. Beaulieu stated that setting the overall budget priorities/guiding principles will assist the board and staff when building the 2014-15 budget. Mr. Beaulieu reviewed the list of priorities/guiding principles.

Ms. Carter suggested communicating this information with teachers once it is final. Ms. Carter suggested board members review these priorities and if they had further comments or questions that they email Mr. Beaulieu or Mr. Osteen.

Ms. Carter made a motion to move this item to the agenda for action; seconded by Ms. Forte-Brown; motion passed unanimously.

### **Information Technology – Durham Public Schools Technology Plan**

Ms. Batten stated that Durham Public Schools must provide the North Carolina Department of Public Instruction with a two-year technology plan in order to leverage Priority 2 eRate.

Ms. Batten shared that Durham Public Schools Technology Plan represents a collaboratively-developed plan that identifies goals and initiatives that align to the State Technology Plan and continues to influence technology within Durham Public Schools that promotes teaching and learning.

Ms. Batten shared that the technology plan covers five priority areas and identifies teaching and learning initiatives that integrate, drive and require technology in the district.

The five priorities are focused in the following areas:

- Priority 1: A statewide shared services model.
- Priority 2: Universal access to personal teaching and learning devices.
- Priority 3: A statewide access to digital teaching and learning resources, including digital textbooks.
- Priority 4: A statewide model of technology – enabled professional development.
- Priority 5: 21<sup>st</sup> Century Leadership for all schools and districts.

Ms. Batten explained that the technology plan for 2012-14 serves as a springboard for developing the 2014-16 Technology Plan. Ms. Leonard shared some major focus areas for the 2014-16 technology plan.

Ms. Carter made a motion to move this item to the consent agenda; seconded by Ms. Parker; motion passed unanimously.

### **Hillside High School – Bids for Chiller Replacement, Phase 2**

Ms. Nelson stated that lottery funds provided for the replacement of the chiller at Hillside High School. Ms. Nelson shared that the existing chiller needs replacing. Ms. Nelson explained that Phase 1 replaced the air cooled chiller; Phase 2 replaces the cooling tower.

Ms. Nelson shared that the bids were received on January 23, 2014 from four qualified bidders. Ms. Nelson stated the lowest, responsive, responsible bidder is Southern Piping Company with a total bid of \$188,000. Ms. Nelson stated the contract is within the project budget and Minority Business Enterprise participation is 0%.

Ms. Carter made a motion to move this item to the consent agenda; seconded by Ms. Parker; motion passed unanimously.

### **Sale of Morris Street Facility**

Mr. Osteen stated that an offer by Measurement, Inc. to purchase the Morris Street property was already approved by the board. Mr. Osteen shared that Durham Public Schools has followed the upset bid process and no upset bids were received. Ms. Osteen stated that the final bid was for \$901,200 and proceeds from the sale would be directed towards critical capital needs.

Ms. Forte-Brown made a motion to move this item to the consent agenda; seconded by Ms. Carter; motion passed unanimously.

### **Superintendent Search Process**

Mr. Osteen shared that 4 Request for Proposals have been received to date for professional services to assist with the Superintendent's search. Mr. Osteen explained that the board needs to determine a timeline for this process. Mr. Osteen shared that some decisions should be considered:

- Timeline, cost and experience.

- Confidential or non-confidential process?
- National Search?
- Community input?
- Guidance from legal counsel.

Ms. Carter shared that she had been sent another proposal from McPherson & Jacobson, LLC. Ms. Carter reminded board members that this is the firm that Wake County Schools used in spearheading their last Superintendent's search process.

Ms. Carter shared with board members that since the entire board was not present for the discussion she felt strongly as did others that this discussion be postponed to another time.

Ms. Beyer suggested that this particular item would be worth a called special meeting soon. Ms. Carter agreed and informed board members and staff that she, Minnie and Hugh would plan a meeting in the near future.

There were no follow-up items.

The meeting adjourned at 5:15 pm.

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Natalie Beyer, Committee Chair

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Hugh Osteen, Interim Superintendent



Date: March 13, 2014

# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Agenda Item:** Cooking Oil Fundraising Agreement

**Staff Liaison Present:** Hugh Osteen  
Scott Denton

**Phone #** 560-3831  
560-3822

### Main Points:

- Board members have expressed an interest in partnering with Green Circle to raise funds for Durham Public Schools (DPS) through collection and processing of used cooking oil.
- The contract requires DPS to use reasonable efforts to create public awareness of the program and to encourage restaurants to donate used cooking oil to the program.
- Use of DPS logos and school names will be required to promote Biodiesel 4 Schools fundraising.

Administration submits this agreement for discussion and subsequent approval.

### Fiscal Implications:

- DPS will receive 25 cents per gallon from the sale of waste cooking oil less expenses of \$7,500 per month (and the cost of any purchased waste cooking oil).

### Strategic Plan Alignment:

Goal IV.3.1: Identify current trends and active opportunities for business and school industries to support the development of a district-wide energy master plan, including the use of recycled and environmentally-friendly material and the reduction of energy consumption.

### Purpose

**Information**       **Discussion**       **Action**       **Consent**

**Reviewed by:**       **Finance** Aaron Beaulieu       **Attorney** Benita Jones

## FUNDRAISING AGREEMENT

THIS FUNDRAISING AGREEMENT (hereinafter "Agreement"), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Green Circle Renewables, L.L.C., a North Carolina limited liability company d/b/a Green Circle NC (hereinafter "GCNC"), and Durham Public Schools Board of Education (hereinafter "Board") (hereinafter collectively "the Parties").

WHEREAS, GCNC operates Biodiesel 4 Schools, a fundraising program for North Carolina public school systems through which a portion of the proceeds of the sales of used cooking oil is provided to participating school systems to support school operations as more fully described below; and

WHEREAS, the Board is the governing body of the Durham Public Schools ("DPS"); and

WHEREAS, GCNC and Board desire to participate in the Program (hereinafter defined) to raise funds for DPS from the collection of and/or charitable donation of waste cooking oil from Durham County restaurants and/or producers of waste cooking oil (the "Biodiesel 4 Schools for Durham Public Schools Program" or the "Program"); and

WHEREAS, the Parties agree to use reasonable efforts to work together for the term of this Agreement to raise funds for Biodiesel 4 Schools for Durham Public Schools.

NOW, THEREFORE, it is agreed that in consideration of the mutual covenants and agreements hereinafter set forth, the Parties will do the following:

A. Agreement Term: This Agreement shall run for three (3) years from the date of signing by the Parties unless sooner terminated as herein provided. This Agreement may be renewed by mutual written agreement of the parties.

B. Responsibilities of GCNC: GCNC will do the following:

1. Use reasonable efforts to obtain agreements with Durham County restaurants/producers of waste cooking oil ("Participating Restaurants") for either the donation of or the purchase at a minimum cost of waste cooking oil.
2. Provide information and training to DPS school groups for their use in approaching Durham County restaurants/producers of waste cooking oil regarding the donation of their waste cooking oil.



3. Provide containers to the Participating Restaurants for the donation of the waste cooking oil and the labor and equipment necessary for the collection and disposal of the waste cooking oil by GCNC.
4. Provide containers to Durham County Recycling Centers for the donation of waste cooking oil and the labor and equipment for the collection of the waste cooking oil from the Recycling Centers.
5. Use best efforts to obtain a fair market price for the sale of the waste cooking oil to biodiesel producer(s).
6. Develop, produce and provide to the Participating Restaurants such marketing/public relations materials about the Program as are requested and that are deemed by the Parties to be reasonable.
7. Reimburse DPS for any in-house printing and/or other production costs of for the creation of letters, flyers, etc. regarding the Program.

C. Responsibilities of DPS: DPS will do the following:

1. Use reasonable efforts to create public awareness of the Program, including, but not limited to, providing letters requesting participation in the Program, including the Program on the DPS website and in the available social media (i.e. Facebook, Twitter, You Tube, etc.) utilized by the Durham Public Schools, encouraging each DPS school to include the Program on its website, and encouraging community support through and by educational foundations, educational support groups and other governmental agencies.
2. Encourage Durham County restaurants/waste cooking oil producers to become Participating Restaurants in the Program.
3. Review and approve (with such approval not to be unreasonably withheld) GCNC's use of the names of the individual DPS schools, the school district and their logos in marketing/public relations materials and for the purpose of soliciting the participation of restaurants/producers of waste cooking oil in the Program and recognizing Participating Restaurants.
4. Provide Participating Restaurants with a thank you letter for their donated waste cooking oil.
5. Utilize DPS in-house resources to print marketing/public relations materials regarding the Program.

D. Proceeds:

1. GCNC shall pay to DPS a portion of the proceeds from the sale of waste cooking oil to biodiesel producer(s) at a rate of \$0.25 per gallon, less expenses and costs in the amount of \$7,500.00 per month, and less the cost of purchasing the waste cooking

- oil from the Participating Restaurants to the extent any waste cooking oil is purchased.
2. Proceeds to DPS shall be paid quarterly in arrears in the form of a check payable to the Durham Public Schools. Checks shall be submitted to such representative as DPS directs, and shall include an invoice outlining the source of the payment.
  3. If at any time during the term of this Agreement GCNC acquires the necessary equipment to produce ASTM grade biodiesel from the waste cooking oil from the Participating Restaurants, such purchase of biodiesel by DPS from GCNC, if any, shall be governed by a separate written agreement between the Parties.
  4. Nothing in this Agreement shall be construed to create any right or entitlement on the part of GCNC to any compensation, or request for funding, from DPS or any DPS board member, officer, employee, parent or student.

E. Termination: DPS may terminate this Agreement at its complete discretion upon ninety (90) calendar days' notice in writing from DPS to GCNC prior to the date of termination. DPS may terminate this Agreement immediately if GCNC breaches any material provisions of this Agreement or if DPS is dissatisfied with the quality of services provided, and GCNC fails to cure such breach or dissatisfaction within fifteen (15) days of receipt by GCNC of notice from DPS of such breach or dissatisfaction. If this Agreement is terminated by DPS in accordance with this Section, GCNC agrees to immediately collect and destroy any promotional materials regarding the Program from Participating Restaurants and cease the use of any promotional materials containing any DPS branding or logo.

F. Effect of This Agreement: This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective legal representatives, agents, predecessors, successors, heirs and assigns.

G. Liability/Indemnification: Except for any claim or action arising from the gross negligence or wilful misconduct of DPS or the Board, GCNC agrees to indemnify and hold harmless the Board and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever resulting from the omission or commission of any act, lawful or unlawful, by GCNC or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purposes of N. C. Gen. Stat. § 6-21.2. GCNC agrees to maintain during the term of this Agreement and subsequent renewals at least a two (2) million dollar general liability insurance policy.

H. Monitoring and Auditing: GCNC shall cooperate with DPS, or with any other person or agency as directed by DPS, in monitoring, auditing, or investigating activities related to this Agreement. GCNC shall provide auditors retained by DPS with reasonable access to any records and files related to the provision of services under this Agreement. Except as disclosure may be required by law, DPS agrees that its auditors will maintain the confidentiality of any information of GCNC accessed during an audit conducted under this Agreement.

I. Relationship of the Parties: GCNC shall be an independent contractor of DPS, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of GCNC be construed as an employee, agent, or principal of DPS.

J. No Third Party Beneficiary Rights: No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of either Party in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

K. Non-Waiver: No waiver or breach of any term or provision of this Agreement shall be construed to be or shall be a waiver of any of the terms or a breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the Party waiving the breach. The waiver, by either party, of a breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach.

L. Compliance with Applicable Laws: GCNC shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, GCNC shall not employ any individuals to provide services to the DPS or any school therein who are not authorized by federal law to work in the United States. GCNC 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 Agreement. GCNC 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 Agreement. GCNC is responsible for providing affordable health care coverage to all of its full-time employees providing services to DPS or any school therein. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

M. Press Release. GCNC and DPS agree that they will work together to promptly issue a mutually agreeable joint press release after the execution of this Agreement. In any event, DPS acknowledges and agrees that GCNC may make public the execution of this Agreement by GCNC

and the initiation of the Program. DPS agrees that GCNC may include DPS's name and logo on a list of Program participants, which may be made public on GCNC's website.

N. Assignment: GCNC shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of DPS.

O. Amendment: This Agreement may be amended, altered, changed or modified only in a writing signed by the Parties hereto.

P. Section Headings: The section headings shall not be treated as part of this Agreement or as affecting the meaning of the provisions hereof. The section headings are merely for ease of reference.

Q. Authority to Enter Contract: By their authorized signatures the Parties certify that this Agreement has been read by their authorized representative(s), that they have consulted with their attorneys on its meaning and that the Agreement is fully understood by the authorized representatives signing the Agreement on behalf of the Parties. This Agreement is entered into freely and voluntarily. The Agreement contains provisions and terms initiated by each side. Accordingly, the Parties acknowledge that this Agreement shall not be construed in favor or against any Party by reason of the manner in which it was drafted.

R. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

S. Invalid Provisions: Should any provision of this Agreement be declared invalid by any court of competent jurisdiction, said provisions shall be deleted from this Agreement and the remainder of this Agreement shall not be affected thereby.

T. Acknowledgement: The undersigned further represent and acknowledge that the undersigned has read the terms of this Agreement in its entirety, fully understand its contents and effect and without duress or coercion knowingly and voluntarily agree to its terms and conditions.

U. Entire Agreement: This Agreement constitutes the entire understanding between the Parties and merge all prior oral negotiations. This Agreement is not to be modified except by subsequent written instrument executed by the Parties to the modification.



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

**GREEN CIRCLE RENEWABLES, L.L.C.**

By: \_\_\_\_\_

\_\_\_\_\_, member

(Print Name)

**DURHAM PUBLIC SCHOOLS BOARD OF EDUCATION**

\_\_\_\_\_  
By: Heidi Carter  
Chair, Durham Public Schools Board of Education

Attest:

\_\_\_\_\_  
Hugh Osteen, Interim Superintendent



One Vision. One Durham.

March 13, 2014

# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Agenda Item:** Child Nutrition Services – Flavored Milk Update

<b>Staff Liaison Present:</b>	Hugh Osteen	<b>Phone #</b> 560-3831
	James Keaten	560-2370
	G. Scott Denton	560-3822

**Main Points:**

- Federal regulations require that Child Nutrition Services (CNS) offer milk with two levels of fat at breakfast and lunch. Under North Carolina regulations, milk offered in schools must be either low-fat (1%) or fat-free (skim).
- CNS currently offers students unflavored low-fat and unflavored fat-free milk at breakfast and lunch in order to meet these minimum requirements. CNS added organic, lactose-free soy milk for the 2013-2014 school year.
- Fat-free flavored milk is no longer available for breakfast. Effective July 2014, strawberry fat-free milk will be removed from the lunch menu.

CNS will continue offering chocolate fat-free milk **only** at lunch in order to ensure adequate nutrition for students. CNS submits this progress update for the Board’s information.

**Fiscal Implications:**

- CNS will seek progress on all aspects of this issue.

**Strategic Plan Alignment:**

- Goal IV.2: DPS will enhance processes and practices in all business environments
- Goal IV.4: DPS will enhance the Child Nutrition Services program delivery model to support student health and wellness, as measured by national nutrition standards.

**Purpose**

**Information**       **Discussion**       **Action**       **Consent**

**Reviewed by:**       **Finance** \_\_\_\_\_       **Attorney** \_\_\_\_\_

**Executive Summary: Flavored Milk Update**

All milk contains a unique combination of essential nutrients important for growth and development. Milk contains nine essential nutrients – calcium, potassium, phosphorus, protein, vitamins A, D, and B12, riboflavin and niacin. Milk is the number one food source for three of the four nutrients of concern identified by the 2010 Dietary Guidelines for Americans: calcium, vitamin D and potassium.

Flavored milk drinkers consume more milk than exclusively white milk drinkers. Offering flavored fat-free milk can help increase milk consumption and boost overall participation in the school meal programs. Flavored milk contains the same nine essential nutrients as white milk.

Chocolate is the most popular flavor of milk in schools nationwide, accounting for 66% of all milk consumption. Removing all flavored milk from schools has been shown to result in reductions of milk consumption by 62-63 percent for elementary schools, 50 percent for middle schools and 37 percent for high schools.

Studies from the American Heart Association show that flavored milk drinkers do not have higher body mass index (BMI), do not consume more calories and do not consume more fat than unflavored milk drinkers. In addition, the studies documented that small amounts of sugar added to nutrient-dense foods such as flavored milk help enhance the palatability of foods without contributing excessive calories.

The current flavored milk products served by CNS are specially formulated to contain NO High Fructose Corn Syrup and conform to the Alliance for a Healthier Generation’s recommendations of no more than 150 calories per 8 ounces.

Currently, CNS serves fat-free and skim unflavored milk at breakfast. In addition, CNS serves fat-free flavored milk only at lunch. Organic, lactose free, unflavored soy milk is offered at both meals.

<b>Milk Type</b>	<b>Aug. – Dec. Daily Average</b>	<b>Jan. – Feb. Daily Average</b>
Skim Unflavored	958	718
Fat Free Unflavored	3,120	2,371
Fat Free Strawberry	2,270	2,434
Fat Free Chocolate	9,467	11,166
<b>Total</b>	<b>15,815</b>	<b>16,689</b>

The national average of chocolate milk consumption is 66%. Prior to the elimination of flavored milk at breakfast, Durham Public Schools averaged 59.9% chocolate milk consumption. Since the elimination of flavored milk at breakfast, that average has increased to 66.9%.





One Vision. One Durham.

Date: March 13, 2014

# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Agenda Item:** Lowes Grove Middle School – Bids for Track Improvements

**Staff Liaison Present:** Hugh Osteen  
Evia Nelson

**Phone #** 560-3831  
560-2216

### Main Points:

- Public School Building Capital Funds combined with reallocated 2007 Bond funds provide for track improvements that include resurfacing of the track, replacement of deteriorated field events and equipment, fencing and irrigation.
- Bids were received on February 18, 2014 from five (5) qualified bidders. The lowest, responsive, responsible bidder is:

Scotia Construction  
Cary, NC

Base Bid:	\$169,000.00
Alternates 1-7:	\$ 77,000.00
Total:	\$246,000.00

Administration submits this bid information and the proposed contract for discussion and subsequent approval.

### Fiscal Implications:

This contract is within the project budget. Minority Business Enterprise participation is 20.78% and all required affidavits were submitted by the contractor.

### Strategic Plan Alignment:

III.4 – Implement educational specifications for designing and renovating school facilities.

### Purpose

**Information**       **Discussion**       **Action**       **Consent**

**Reviewed by:**       **Finance** Aaron Beaulieu       **Attorney** Rod Malone

# BID TABULATIONS

# Durham Public Schools

## Lowes Grove Middle School - Track Improvements

Bid Date: Tuesday, February 18, 2014

Time: 2:00 PM

GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	ALTERNATE NO. 3	ALTERNATE NO. 4	ALTERNATE NO. 5	ALTERNATE NO. 6	ALTERNATE NO. 7	ALTERNATE NO. 8	ALTERNATE NO. 9	ALTERNATE NO. 10	TOTAL BID
*1 Scotia Construction	Y	6481	\$ 169,000	\$ 11,000	\$ 27,000	\$ 6,000	\$ 4,000	\$ 23,000	\$ 4,000	\$ 2,000	\$ 2,500	No Bid	\$ 51,000	\$ 299,500
2 Bar Construction	Y	7873	\$ 185,705	\$ 11,091	\$ 15,937	\$ 6,628	\$ 6,507	\$ 22,749	\$ 3,487	\$ 1,585	\$ 3,000	No Bid	\$ 62,000	\$ 318,689
3 Bordeaux Construction	Y	9226-U	\$ 199,900	\$ 10,300	\$ 26,800	\$ 6,140	\$ 6,000	\$ 21,000	\$ 3,200	\$ 1,500	\$ 2,000	\$ 6,800	\$ 49,000	\$ 332,640
4 Riggs Harrod Construction	Y	18667	\$ 187,060	\$ 11,187	\$ 30,160	\$ 6,594	\$ 6,467	\$ 22,333	\$ 3,616	\$ 1,740	\$ 2,048	\$ 10,550	\$ 53,128	\$ 334,883
5 S&S Construction	Y	61690	\$ 217,803	\$ 10,429	\$ 33,144	\$ 6,039	\$ 5,948	\$ 22,496	\$ 5,133	\$ 2,700	\$ 3,031	\$ 8,700	\$ 49,000	\$ 364,423

\* Apparent lowest responsible, responsive bidder.

Alternate No. 1: Add to provide additional asphalt paving on outside edges of track at North, South and West quadrants of track.

Alternate No. 2: Add to provide expanded irrigation system at football field.

Alternate No. 3: Add to demolish and replace existing softball backstop.

Alternate No. 4: Add to demolish and replace existing batting cages.

Alternate No. 5: Add to demolish and replace 6' perimeter chain link fence at baseball field.

Alternate No. 6: Add to demolish and replace 6' chain link fence along softball field, 3rd base side.

Alternate No. 7: Add to demolish and replace 4' chain link fence at track.

Alternate No. 8: Add to install manually operated scoreboard at softball field.

Alternate No. 9: Add to install electronic scoreboard at soccer/track/football field.

Alternate No. 10: Add to sod the inside of the soccer/track/football field.

I (We) hereby certify that this is a true and accurate tabulation of bids received this day, for the above project.

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

<p><b>Durham Public Schools</b>  <b>2011 Hamlin Road</b>  <b>Durham, NC 27704</b>  <b>(919) 560-2216 Fax: (919) 560-9119</b></p>
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**NORTH CAROLINA  
DURHAM COUNTY**

**OWNER-CONTRACTOR AGREEMENT**

Durham County  
Lowes Grove Middle School – Track Improvements

THIS AGREEMENT, is made this 27<sup>th</sup> day of March in the year of 2014 by and between the **Durham County, by and through its authorized agent the Durham Public Schools Board of Education** (herein referred to as the "Owner"), whose mailing address for purposes of this agreement shall be, **Construction & Capital Planning, 2011 Hamlin Road, Durham, North Carolina 27704** and **Scotia Construction Inc. SS/EID #56-1017437** (herein referred to as the "Contractor"), whose mailing address is **956 West Chatham Street, Cary, North Carolina, 27511**. All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the Scope of Work for **Lowes Grove Middle School – Track Improvements (DPS project 346-02, documents dated February 6, 2014)** hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1  
**DEFINITIONS**

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions provided with the Information to Bidders. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2  
**STATEMENT OF THE WORK**

**NORTH CAROLINA  
DURHAM COUNTY**

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.
- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3  
DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) is **CLH Design, PA, 400 Regency Forest Drive, Suite 120, Cary, North Carolina 27518.**

Article 4  
TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the Specifications on or before the date established for Final Completion.
- 4.3 The Specifications contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion (or such later date as may result from an extension of time granted by the Owner), he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5  
CONTRACT SUM

**NORTH CAROLINA  
DURHAM COUNTY**

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the maximum sum of **Two Hundred Forty Six Thousand Dollars (\$246,000.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work as specified in the bidding documents and accepted Alternates 1, 2, 3, 4, 5, 6 and 7.

Article 6  
PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7  
OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.
- 7.2 The Owner shall furnish to the Contractor drawings and specifications as outlined in the General Conditions. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this contract.

IN WITNESS WHEREOF, Durham County, by and through its authorized agent the Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed by and through its authorized agent the Durham Public Schools Board of Education pursuant to the Interlocal Agreement between the Owner and the Durham Public Schools, and **Scotia Construction Inc.** (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

Durham County  
By and through its authorized agent the Durham Public Schools Board of Education

**NORTH CAROLINA  
DURHAM COUNTY**

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Heidi Carter, Chair, Durham Public Schools Board of Education

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

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Aaron Beaulieu, Chief Financial Officer, Durham Public Schools

Endorsement:  _____ Executive Director Durham Public Schools Construction & Capital Planning
---

This contract was approved by the Board on the 27<sup>th</sup> day of March, 2014.

**Scotia Construction Inc.**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

I, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (state of incorporation) corporation, duly authorized to do business in the state of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by \_\_\_\_\_ as its Corporate Secretary.

Witness my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public (SEAL/STAMP)

**NORTH CAROLINA  
DURHAM COUNTY**

My commission expires: \_\_\_\_\_



One Vision. One Durham.

Date: March 13, 2014

# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Agenda Item:** Hope Valley Elementary School – Bids for Asphalt Paving, ADA & Security Upgrades

**Staff Liaison Present:** Hugh Osteen  
Evia Nelson

**Phone #** 560-3831  
560-2216

### Main Points:

- Reallocated 2007 Bond funds provide for asphalt paving, ADA and security upgrades and replacement of the intercom system.
- Bids were received on February 18, 2014 from eight (8) qualified bidders. The lowest, responsive, responsible bidder is:

Bordeaux Construction Co., Inc.  
Durham, NC

Base Bid:	\$363,400.00
Alternates 1,3,4,6,7	\$ 21,050.00
<b>Total:</b>	<b>\$384,450.00</b>

Administration submits this bid information and the proposed contract for discussion and subsequent approval.

### Fiscal Implications:

This contract is within the project budget. Minority Business Enterprise participation is 25.18% and all required affidavits were submitted by the contractor.

### Strategic Plan Alignment:

III.4 – Implement educational specifications for designing and renovating school facilities.

### Purpose

**Information**       **Discussion**       **Action**       **Consent**

**Reviewed by:**       **Finance** Aaron Beaulieu       **Attorney** Rod Malone



**BID TABULATIONS**

**Durham Public Schools**

**Hope Valley Elementary School - Asphalt Paving, ADA Life Safety Upgrades**

Bid Date: Tuesday, February 18, 2014

Time: 3:00 PM

GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	ALTERNATE NO. 3	ALTERNATE NO. 4	ALTERNATE NO. 5	ALTERNATE NO. 6	ALTERNATE NO. 7	TOTAL BID
*1 J. Wayne Poole	Y	8553	\$ 363,300.00	\$ 2,830.00	\$ 4,260.00	\$ 14,080.00	\$ -	\$ -	\$ -	\$ 650.00	\$ 385,120.00
**2 Bordeaux Construction	Y	9266-U	\$ 363,400.00	\$ 1,000.00	\$ 11,830.00	\$ 12,850.00	\$ -	\$ -	\$ 6,200.00	\$ 1,000.00	\$ 396,280.00
3 Riggs-Harrod Builders	Y	18667	\$ 371,041.00	\$ 3,100.00	\$ 11,000.00	\$ 13,875.00	\$ -	\$ -	\$ 7,500.00	\$ 812.00	\$ 407,328.00
4 Bar Construction	Y	7973	\$ 391,750.00	\$ 2,000.00	\$ 5,600.00	\$ 15,600.00	\$ -	\$ -	\$ 7,900.00	\$ 820.00	\$ 423,670.00
5 L.A. Downey & Son	Y	1774	\$ 393,933.00	\$ 2,946.00	\$ 4,433.00	\$ 15,565.00	\$ -	\$ -	\$ 6,635.00	\$ 1,500.00	\$ 425,012.00
6 Progressive Service	Y	36100	\$ 388,700.00	\$ 2,200.00	\$ 10,000.00	\$ 15,500.00	\$ -	\$ 19,500.00	\$ -	\$ 1,700.00	\$ 437,600.00
7 H.M. Kern Corporation	Y	8542	\$ 433,000.00	\$ 2,700.00	\$ 5,400.00	\$ 12,800.00	\$ -	\$ -	\$ 6,200.00	\$ 800.00	\$ 460,900.00
8 C.T. Wilson Construction	Y	2443	\$ 438,624.00	\$ 740.00	\$ 8,214.00	\$ 13,497.00	\$ -	\$ -	\$ 6,264.00	\$ 783.00	\$ 468,122.00

\* Low bid was deemed non-responsive and rejected.

\*\* Apparent lowest responsible, responsive bidder.

Alternate No. 1: Add to provide paved playground markings.

Alternate No. 2: Add to replace acoustical ceiling tiles in existing grid and reinstall ceiling devices (Cafeteria).

Alternate No. 3: Add to replace door hardware on doors 102.1, 508.1, 512.2 and 516 (double door at Cafeteria, Media Center and Gym).

Alternate No. 4: Add to provide door hardware cylinders by Best. (preferred brand alternate)

Alternate No. 5: Add to provide Telecor XL intercom system. (preferred brand alternate)

Alternate No. 6: Add to provide Valcom intercom system. (preferred brand alternate)

Alternate No. 7: Add to install a concealed panic button at Main Office.

I (We) hereby certify that this is a true and accurate tabulation of bids received this day, for the above project.

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

<p><b>Durham Public Schools</b>  <b>2011 Hamlin Road</b>  <b>Durham, NC 27704</b>  <b>(919) 560-2216 Fax: (919) 560-9119</b></p>
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**OWNER-CONTRACTOR AGREEMENT**

Durham County  
Hope Valley Elementary School – Asphalt Paving, ADA & Life Safety Upgrades

THIS AGREEMENT, is made this 27<sup>th</sup> day of March in the year of 2014 by and between the **Durham County, by and through its authorized agent the Durham Public Schools Board of Education** (herein referred to as the "Owner"), whose mailing address for purposes of this agreement shall be, **Construction & Capital Planning, 2011 Hamlin Road, Durham, North Carolina 27704** and **Bordeaux Construction Co., Inc. SS/EID #56-1188790** (herein referred to as the "Contractor"), whose mailing address is **100 E. Britania Avenue, Durham, North Carolina 27704**. All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the Scope of Work for **Hope Valley Elementary School – Asphalt Paving, ADA & Life Safety Upgrades (DPS project 327-01, documents dated January 27, 2014)** hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1  
**DEFINITIONS**

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions provided with the Information to Bidders. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2  
**STATEMENT OF THE WORK**

**NORTH CAROLINA  
DURHAM COUNTY**

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.
- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3  
DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) is **Davis Kane Architects, P.A., 503 Oberlin Road, Suite 300, Raleigh, North Carolina, 27605.**

Article 4  
TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the Specifications on or before the date established for Final Completion.
- 4.3 The Specifications contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion (or such later date as may result from an extension of time granted by the Owner), he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5  
CONTRACT SUM

**NORTH CAROLINA  
DURHAM COUNTY**

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the maximum sum of **Three hundred eighty four thousand four hundred fifty dollars (\$384,450.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work as specified in the bidding documents and accepted Alternates 1, 3, 4, 6 and 7.

Article 6  
PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7  
OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.
- 7.2 The Owner shall furnish to the Contractor drawings and specifications as outlined in the General Conditions. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this contract.

IN WITNESS WHEREOF, Durham County, by and through its authorized agent the Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed by and through its authorized agent the Durham Public Schools Board of Education pursuant to the Interlocal Agreement between the Owner and the Durham Public Schools, and **Bordeaux Construction Co, Inc.** (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

Durham County  
By and through its authorized agent the Durham Public Schools Board of Education

**NORTH CAROLINA  
DURHAM COUNTY**

---

Heidi Carter, Chair, Durham Public Schools Board of Education

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

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Aaron Beaulieu, Chief Financial Officer, Durham Public Schools

Endorsement:  _____ Executive Director Durham Public Schools Construction & Capital Planning
---

This contract was approved by the Board on the 27<sup>th</sup> day of March, 2014.

**Bordeaux Construction Co., Inc.**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

I, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (state of incorporation) corporation, duly authorized to do business in the state of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by \_\_\_\_\_ as its Corporate Secretary.

Witness my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public (SEAL/STAMP)

**NORTH CAROLINA  
DURHAM COUNTY**

My commission expires: \_\_\_\_\_



## 2014-15 Budget Priorities/Guiding Principles

- Provide funding that directly impacts our students and teachers.
- Provide accurate projections of student membership.
- Maintain current funding level in county appropriation.
- **Maintain current staffing formulas across the district and continue our investment in classroom teachers and staff.**
- **Maintain current non-salary allotments to individual schools.**
- Reduce the dependency on lapsed salaries to balance the budget.
- Reduce the dependency on committed fund balance to cover salary and benefits.
- **Absorb within current resources any fixed cost and inflationary increases for operational expenses.**
- Absorb within current resources any increased enrollment within Durham Public Schools.
- Absorb within current resources any increases in charter school growth.
- **Absorb any state mandates to cover salary and benefit increases.**
- Review all contracts within the district for appropriateness and potential savings.
- Review all operational expenditures to maximize efficiency and potential savings.



**Durham Public Schools**

**FY 2014-15**

**Planning Allotment Staffing Formulas**

**Instructional Personnel and Support Services**

Description	Funding Factors		
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**Classroom Teachers** (new formulas based on Equity Model) For Allotment

<b>Elementary School</b>	F&R Lunch %	K-3	4-5
Tier 1	91-100	17.0	21.0
Tier 2	81-90	18.0	21.5
Tier 3	61-80	18.0	22.5
Tier 4	41-60	19.0	23.0
Tier 5	0-40	21.0	24.0

<b>Middle School</b>	Teacher/ADM		
6-8	1 per	21.0	ADM

<b>High School</b>	Teacher/ADM		
9-10	1 per	24.0	ADM
10-12	1 per	26.0	ADM
DSA	1 per	21.0	

**Special Teachers - Art, Music, PE & Foreign Language for K-5**

Special Teachers able to teach up to 7 sections per day - 5-day rotation. Allotment to cover 4

Adjust the ratios from K-5 Classroom Teachers for Special Teachers:

Tier 1	91-100	20.0	22.5
Tier 2	81-90	21.0	23.0
Tier 3	61-80	21.0	24.0
Tier 4	41-60	22.0	24.5
Tier 5	0-40	24.0	25.5

**Teacher Assistants**

K-2	1 per	28.0	ADM
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Special TA Allocations: 8 Additional positions for Montessori Magnet Schools due to instructional needs:

(6 positions for George Watts and 2 positions for Morehead).

A fixed allocation of 6 Positions for Lakeview Program

1 base position for Hospital School.

**FY 2014-15**

**Planning Allotment Staffing Formulas**

<b>Instructional Support</b>	<b>Guidance</b>	<b>Media</b>
1-499	1	1
500-749	1.5	
750-999	2	2
1000-1249	2.5	
1250-1499	3	
1500-1749	4	
1750+	5	

\*=1 each additional 250 ADM

**Notes:**

No Guidance allotment for Lakeview Program, 700 Schools, & Hospital school.

Extra 1 position for High school for formerly called Drop-out Prevention Counselor except Early or Middle College HS, and City of Medicine.

Lakeview is fixed as 2 positions & DSA Received an additional 0.5 Counselor position due to grade span issues (grades 6-12)

No Media Coordinator allotment for Early college, Middle College, 700 schools, & Performing Learning Center.

Hospital school receives 1 base Media Coordinator position.

**AIG Teachers**

K-5	19% total ADM	1 per	100	ADM	<b>or</b>
Middle schools	19% total ADM	1 per	200	ADM	<b>and</b>
AIG April Headcount		1 per	100	HC	

Program Director will adjust as necessary based on schools actual needs.

**LEP/ESL Teachers**

Prior year October LEP Headcount	1 per	50	HC
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Program Director will adjust as necessary based on schools actual needs.

**Strings Teachers**

Schools offering "strings" instruction through their Music program, currently capped at 4 FTE .

**Athletic Directors**

Regular High Schools and DSA only	0.5	per	school
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**ROTC**

High school with the ROTC Program (3 schools at 2 positions each)

**FY 2014-15**

**Planning Allotment Staffing Formulas**

**School Building Administration**

<b>Principals</b>	1 per	School
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**Assistant Principals (New formulas)**

**Elementary**

0-349	0
350-1000	1
1001-1659	1.5

**Middle**

0-375	0
376-582	1
583-1165	2
1166-1749	3
1750+	4

**High School**

0-375	0
376-900	1
901-1100	2
1101-1649	3
1650-1859	4
1900+	5

**Noninstructional Support Personnel**

**Base MOE**

K-5 ((ADM-325)/ 30 + 24)	30
6-8 ((ADM-300)/ 26.5+ 42)	42
9-12 ((ADM-300)/ 26.5 + 36)	54
DSA will use the 9-12 formula	

Months of Employment fund the following types of positions : Secretaries, NCWISE Administrators, School Treasures, and Office Support.

Special Allocations: Additional MOEs for the following schools:

Additional MOEs for Wellness Centers at t: Glenn(11), Watt(6), Merrick-Moore(5), Oak Grove(5), EK Powe(6), Southern(6) & Hillside(6).

12 MOEs provided historically to Eastway for a family counselor/interpreter to assist children and families.

Hospital school receives the base MOE allocation of 25 MOEs for Admin support

Holton school receives the base MOE allocation of 30 MOEs for Admin support.

**Durham Public Schools  
FY 2014-15 Non-salary School Allotments**

1- Projections for State - ESL Instructional supplies, Local Instructional Discretionary, and Visual Arts calculated based on Equity model

Weighted on Free & Reduced lunch counts:

- Non-free & reduced meal count* 1
- Elementary F&R meal count* 1.3
- Middle F&R meal Count* 1.5
- High school F&R meal count* 1.5

Weighted on LEP counts:

- Elementary* 1.5
- Secondary* 1.8

2- Projections for other categories:

**E M H O Eligible beginning in FY 12**

**Per pupil**

	E	M	H	O	Eligible beginning in FY 12
a) CAPS Support	\$ 2	\$ 2	\$ 1	1 subtype	All if applicable
b) NCWISE Supplies	\$ 1	\$ 1	\$ 1	\$ 1	All if applicable
c) Janitorial Supplies	\$ 13	All on Contract			All if applicable
d) Media Center Supplies	\$ 13	\$ 13	\$ 13	\$ 13	All if applicable
e) ROTC (HS only if having program)	\$ -	\$ -	\$ 3,000		All if applicable

Varies  
b/on

5

**Fixed**

a) Copier/Aux Svcs	<i>(180*ADM*10)*cost per copy (0.015)</i>				
b) Music <i>(Per Music Teacher (E), Choral Teacher (M&amp;H)</i>	\$ 450	\$ 850	\$ 1,500	\$ -	All Elementary Schools; <b>M&amp;H For DSA only</b>
c) Dance Support (Programmatic) <i>(Per Dance Teacher)</i>	\$ 400	\$ 400	\$ 500	\$ -	Elementary schools: Club, RN Harris, Sandy Ridge, WG Pearson Elem and All high schools
d) Drama Support (Programmatic) <i>(Per Drama Teacher)</i>	\$ 500	\$ 500	\$ 1,700	\$ -	Elementary schools: Club, RN Harris, Sandy Ridge, WG Pearson Elem and All high schools

**Fixed**

e) Band Supplies <i>(Per Band/strings Teacher)</i>	\$ 450	\$ 750	\$ 1,600	\$ -	All Middle & High schools (Full time & PT Teachers for HS)
		\$ 500	\$ 500		

**E M H O Eligible beginning in FY 12**

**FY 2014-15 Non-salary School Allotments**

f) Band Instrument Repair (Per Band/strings Teacher)	\$ 300	\$ 500	\$ 1,200	\$ -	All Middle & High schools
g) Travel (plus per AP)	\$ 1,000	\$ 1,500	\$ 2,000	\$ 750	Varies b/on subtype
h) Athletics	\$ -	\$ 10,000	\$ 14,850		
i) Cheerleading	\$ -	\$ 1,400	\$ 900		
j) Intramurals	\$ -	\$ 1,500	\$ -	\$ 1,500	All Middle schools; DSA & Lakeview only

**Special Operating Funds**

- a) Dual Enrollment (pp) HS only - Fixed at 05-06 level
- b) Magnet/ Choice funding Fixed - Selected schools

**Notes:**

1) DSA received allotments based on both Middle & High Criteria for some categories:  
 Music, Dance, Drama, Band, Athletics, Cheerleading, Intramurals  
 (Travel & CAPS Supports were based on Middle school's ratios)

2) Did not include in FY 12 Projections for Special allotments for:  
 Hospital - Travel for Homebound Students \$ 15,000  
 Lake View - CAPS Supports \$ 48,280

**Durham Public Schools  
Projection of the Fixed Cost and Inflationary Increases for Operational Expenses  
to the 2014-15 Budget**

**Utilities**

Electrical Services - 5% increase	\$ 317,262
Natural Gas Services - 2% increase	22,135
Janitorial Contract - 2% CPI increase	<u>123,289</u>
<b>Total Utilities</b>	<b><u>\$ 462,686</u></b>

**This list will be updated as we receive additional information.**

**Durham Public Schools  
 Projection of State Mandates to Cover Salary and Benefit Increases  
 for the 2014-15 Budget**

**Beginning Teachers**

Governor's Minimum Teacher Pay Raise 7.14% -\$2,200 Salary Increase	\$ 872,746
Supplement Increase	120,445
FICA	75,979
Retirement	148,482
<b>Total Beginning Teachers</b>	<b><u>\$ 1,217,652</u></b>

**Other Personnel**

Estimated salary increase of 2% for all other personnel	451,948
Supplement Increase	316,676
FICA	58,800
Retirement	114,909
<b>Total Other Personnel</b>	<b><u>\$ 942,333</u></b>

**Other Inflationary Rates**

Retirement Rate Increase on current salaries 14.69% to 14.95%	\$ 135,713
Hospital Insurance Increase \$5,285 to \$5,435	124,162
<b>Total Other Inflationary Rates</b>	<b><u>\$ 259,875</u></b>

<b>Total Salary and Benefit Increases</b>	<b><u><u>\$ 2,419,860</u></u></b>
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**This list will be updated as we receive additional information.**