



A G E N D A

Durham Public Schools Board of Education
April Work Session
April 10, 2014
Fuller Administration Building
511 Cleveland Street, Durham, NC

1. **Call to Order** **2:00 p.m.**
2. **Moment of Silence**
3. **Agenda Review and Approval**
4. **General Public Comment**
5. **Committee Meeting Minutes**
 - I. **March 4, 2014 – Support Services Committee (including Instructional Services)**
 - II. **March 13, 2014 – Administrative Services Committee**
6. **Reports of the Committees**
 - I. **Administrative Services Committee**
 - a. **Burton Elementary School – Bids for Renovations**
 - b. **Bethesda Elementary School – Bids for Asphalt Paving**
 - c. **Carrington Middle School – Bids for Restroom Upgrades**
 - d. **E.K. Powe Elementary School – Bids for Kitchen Hood Replacement**
 - e. **George Watts Elementary School – Bids for Cafeteria Renovations**
 - f. **Glenn Elementary School – Bids for Asphalt Paving**
 - g. **2007 Bond Project Transfer**
 - h. **Brogden Middle School – Bids for Restroom Upgrades**
 - i. **Eno Valley Elementary School – Bids for Roofing**
 - j. **Acquisition of Adjacent Lot at W.G. Pearson Middle School**
 - k. **Naming Rights at School Facilities**
 - l. **Budget Resolution Amendment #2 (2013-2014)**
 - m. **Follow Up Items**
 - II. **Support Services Committee**
 - a. **Substance Use: Education, Awareness, and Prevention**
 - b. **Specialty Calendar Approval 2014-2015**
 - c. **Follow Up Items**
 - III. **Instructional Services Committee**
 - a. **Exceptional Children’s Program Update**
 - b. **Follow Up Items**
7. **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.

Durham Public Schools SUPPORT SERVICES COMMITTEE PRECIS

Agenda Item: Support Services Committee Minutes

Staff Liaison Present: Debbie Pitman, Ph.D.

Phone #: 560-2554

Main Points:

Attached for committee consideration and approval is a draft copy of the following minutes:

- March 4, 2014

Fiscal Implications:

- None

Strategic Plan Alignment:

- N/A

Purpose

Information

Discussion

Action

Consent

Reviewed by:

Finance _____

Attorney _____

MINUTES
Support Services Committee
Of the
Durham Public Schools Board of Education
April 10, 2014

The Support Services Committee met on Tuesday, March 4, 2014 in the Fuller Administration Building, 511 Cleveland Street, Durham, North Carolina.

Board Members Present

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

Administrators Present

Dr. Debbie Pitman, Assistant Superintendent of Student, Family and Community Services; John McCain, Area Superintendent for Elementary Schools; Theresa McGowan, Director, Preventive Services; Hugh Osteen, Interim Superintendent; Dr. Stacey Wilson-Norman, Deputy Superintendent for Academic Services; Dr. Julie Spencer, Area Superintendent; Dr. Terri Mazingo, Assistant Superintendent for Research and Accountability; Beth Cross, Director for Advanced Academics; Jackie Love, Homeless Liaison; and Jim Key, Area Superintendent for High Schools.

Attorney Present

Deborah Stagner

Call to Order/Moment of Silence

Chair Omega Parker called the meeting to order and presided over a moment of silence.

Agenda Review and Approval

The agenda was approved as printed.

Public Comment

There was no public comment.

Approval of Minutes

The minutes were approved as printed.

Committee Reports

Read to Achieve Update

Public Comment: None

Dr. Stacey Wilson-Norman and John McCain provided an update on Read to Achieve. The update provided information on the goals of the program, the waiver by the North Carolina Department of Instruction, and the portfolio process. The update also included information on the year-round summer camps and the communication plan for any changes to the program.

Board members had a full discussion regarding the Read to Achieve update. This agenda item was presented for information.

Academically and/or Intellectually Gifted (AIG) Plan 2013-2016 Revision: Student Identification

Public Comment: None

Dr. Stacey Wilson-Norman introduced Beth Cross to provide information on the proposed change in the administration of the Cognitive Abilities Test screening timeline. Ms. Cross provided an overview of the program standards and benefits of the proposed change. Other information presented included specific testing information and a table outlining reliabilities for standard age scores.

Board members had a full discussion regarding the proposed revision. This agenda item moved and seconded, unanimously, to be placed on the agenda for action at the March full Board meeting.

Superintendent's Closing the Achievement Gap Task Force

Public Comment: None

Dr. Terri Mozingo and Dr. Debbie Pitman provided an update on the Superintendent's Closing the Achievement Gap Task Force including a review of legislation, a summary of accomplishments, and introduction of the Literacy Summit in May 2014. Co-Chairs of the Task Force, Martinette Horner and Donna Rewalt, were also available for the update and to answer any questions regarding the work of the task force and upcoming Literacy Summit, including the goals of the summit, participant commitments, logistics, proposed agenda and session, as well as the marketing and communication plans and next steps.

Board members had a full discussion regarding this update presented for information. The Board voted that the Literacy Summit Update be added to the March full Board agenda for information.

Homeless Education Programs

Public Comment: None

Jackie Love and Theresa McGowan provided an update on the Homeless Program in Durham Public Schools. The update included information on McKinney-Vento legislation, the number of students qualifying for and receiving support services. The update included information and clarification on who qualifies for services, enrollment and transportation procedures, as well as homeless statistics for DPS. Discussed also were possible effects of homelessness and the supports in place in our district, including programs and partnerships like Backpack Buddies with members of Durham's faith community and S.O.A. R (Students are Obtaining Skills, Achieving Academic Success, and Realizing their Potential).

Board members had a full discussion regarding this update presented for information.

Superintendent Search Process

Public Comment: None

Hugh Osteen presented the agenda item regarding the Superintendent Search Process. Proposals have been received by the Board for review of preferences for timeline, cost, input and final agreement. Following discussion the Board voted (moved and seconded) to have Administration work with the Board to schedule presentations by the following search firms:

- o Ray and Associates
- o National School Boards Association
- o McPhearson & Jacobson
- o BWP with Bill Harrison

It was decided that the Board would hold a special called meeting on Monday, March 10 at 5:30 PM at Holton Career Center auditorium prior to the Public Hearing.

The purpose of the special called meeting will be for the Board to direct administration to identify a date within the next four weeks (preferably sooner) for presentations from each of the four Superintendent search firms.

Summary of Follow-Up Items

- 1) Provide the list of assessments children take in the 3rd grade – AIG Plan Discussion
- 2) Share the list of community partners for the literacy summit – CTAG Update
- 3) Homeless Programs - Email current 2013-2014 homeless count by school to BOE members.

There being no further business, Ms. Parker adjourned the meeting.

Date: April 10, 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:

- March 13, 2014

Fiscal/Goal Implications:

None

Recommendation	
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
March 13, 2014

The Administrative Services Committee of the Durham Public Schools Board of Education held a meeting on Thursday, March 13, 2014 at 4:30 p.m. in the Board Room of the Fuller Building, 511 Cleveland Street, Durham, NC.

Board Members Present

Natalie Beyer, Chair; Heidi Carter; Omega Parker; Nancy Cox; and Leigh Bordley.

Administrators Present

Hugh Osteen, Interim Superintendent; Evia Nelson, Executive Director of Construction & Capital Planning; 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 Services; Chip Sudderth, Director of Public Information and Dr. Julie Spencer; Area Superintendent for Middle Schools.

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

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

Approval of Minutes

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

Public Speakers

None

Cooking Oil Fundraising Agreement

Mr. Denton stated that board members have expressed an interest in partnering with Green Circle Renewables, LLC to raise funds for Durham Public Schools through collection and processing of used cooking oil. Mr. Denton explained the contract requires Durham Public Schools to use reasonable efforts to create public awareness of the program and to encourage restaurants to donate used cooking oil to the program. Mr. Denton shared that the use of Durham Public Schools logos and school names will be required to promote Biodiesel 4 Schools fundraising.

Mr. Denton stated that Durham Public Schools will receive .25 per gallon from the sale of waste cooking oil less expenses of \$7,500 per month.

Ms. Bordley made a motion to move this item to the agenda for action; seconded by Ms. Parker; motion passed unanimously.

Child Nutrition Services – Flavored Milk Update

Mr. Keaten stated that federal regulations require that Child Nutrition Services offer milk with two levels of fat at breakfast and lunch. Mr. Keaten shared that under North Carolina regulations, milk offered in schools must be either low-fat (1%) or fat-free (skim).

Mr. Keaten explained that Child Nutrition Services currently offers students unflavored low-fat and unflavored fat-free milk at breakfast and lunch in order to meet these minimum requirements. Mr. Keaten shared that Child Nutrition Services added organic, lactose-free soy milk for the 2013-14 school year.

Mr. Keaten stated that fat-free flavored milk is no longer available for breakfast. Mr. Keaten share that the Child Nutrition Services will continue offering chocolate fat-free milk only at lunch in order to ensure adequate nutrition for students.

This is for the board's information.

Lowe's Grove Middle School – Bids for Track Improvements

Ms. Nelson shared that the 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/equipment, fencing and irrigation.

Ms. Nelson stated that bids were received on February 18, 2014 from five qualified bidders. Ms. Nelson shared that the lowest, responsive, responsible bidder is Scotia Construction with a total bid of \$246,000.

Ms. Nelson explained the contract is within the project budget and Minority Business Enterprise participation is 20.78%.

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

Hope Valley Elementary School – Bids for Asphalt Paving, ADA & Security Upgrades

Ms. Nelson stated that reallocated 2007 Bond funds provide for asphalt paving, ADA and security upgrades and replacement of the intercom system.

Ms. Nelson shared that bids were received on February 18, 2014 from eight qualified bidders. Ms. Nelson explained the lowest, responsive, responsible bidder is Bordeaux Construction Company, Inc. with a total bid of \$384,450.

Ms. Nelson explained the contract was within the project budget and Minority Business Enterprise participation is 25.18%.

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

2014-15 Budget Development

Mr. Beaulieu stated that the 2014-15 Budget Development is driven by the budget priorities/guiding principles approved by the board. Mr. Beaulieu shared that documentation is continuously updated and adjusted as we put the budget together. Mr. Beaulieu reviewed the guiding principles. Mr. Beaulieu provided information that is used for planning and projecting the expenses associated with the local current expense budget. Information included:

- FY 2014-15 Planning Allotment Staffing Formulas
- FY 2014-15 Non-Salary School Allotments
- Projections of Fixed Cost and Inflationary Increases
- Projections of State Mandates to Cover Salary and Benefits Increases.

This is for the board's information.

Follow Up Items

1. City Joint Use of Athletic Facilities (Will be addressed at Leadership Meeting)
2. Energy Savings Plan
3. Montessori Pre-K – Issue on free vs. paid.

The meeting adjourned at 7:05 pm.

Natalie Beyer, Committee Chair

Hugh Osteen, Interim Superintendent



One Vision. One Durham.

Date: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Burton Elementary School – Bids for Renovation

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- Reallocated 2007 Bond funds provide for renovation including partial roof replacement, intercom/fire alarm/security system upgrades, kitchen hood and cooler/freezer replacement.
- Bids were received on March 18, 2014 from six (6) qualified bidders. The lowest, responsive, responsible bidder is:

Lomax Construction, Inc.
Greensboro, NC

Base Bid:	\$493,100.00
Alternates 1-5:	\$121,250.00
Total:	\$614,350.00

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 19.68% 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****Burton Elementary School - Renovation**

Bid Date: Tuesday, March 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	TOTAL BID
*1	Lomax Construction	Y	37571	\$ 493,100.00	\$ 54,300.00	\$ 48,500.00	\$ 12,000.00	\$ 3,000.00	\$ 3,450.00	\$ 614,350.00
2	Riggs Harrod Builders	Y	18667	\$ 505,902.00	\$ 60,148.00	\$ 55,896.00	\$ 11,615.00	\$ 3,300.00	\$ 3,520.00	\$ 640,381.00
3	CT Wilson Construction	Y	2443	\$ 556,232.00	\$ 55,752.00	\$ 46,810.00	\$ 11,405.00	\$ 4,479.00	\$ 3,456.00	\$ 678,134.00
4	Progressive Contracting Co.	Y	36100	\$ 561,300.00	\$ 57,530.00	\$ 51,600.00	\$ 12,500.00	\$ 4,800.00	\$ 3,500.00	\$ 691,230.00
5	Central Builders, Inc.	Y	4176	\$ 579,000.00	\$ 63,600.00	\$ 60,600.00	\$ 11,500.00	\$ 3,700.00	\$ 2,600.00	\$ 721,000.00
6	J. Wayne Poole, Inc.	Y	8553	\$ 617,000.00	\$ 64,500.00	\$ 59,900.00	\$ 14,800.00	\$ 4,500.00	\$ 4,300.00	\$ 765,000.00

* Apparent lowest responsible, responsive bidder.

Alternate No. 1: Add to renovate Level 1 Group Toilets.

Alternate No. 2: Add to renovate Level 2 Group Toilets.

Alternate No. 3: Add to furnish and install backflow preventer.

Alternate No. 4: Add to furnish and install kitchen drain.

Alternate No. 5: Add to furnish and install Ground Level intrusion detection.

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

Signed: _____ Date: _____

Durham Public Schools 2011 Hamlin Road Durham, NC 27704 (919) 560-2216 Fax: (919) 560-9119

OWNER-CONTRACTOR AGREEMENT

Durham County
Burton Elementary School – Renovation

THIS AGREEMENT, is made this 24th day of April 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 **Lomax Construction, Inc. SS/EID #56-1981228** (herein referred to as the "Contractor"), whose mailing address is **P.O. Box 35169, Greensboro, North Carolina 27425**. 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 **Burton Elementary School – Renovation (DPS project 308-01, documents dated February 14, 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

- 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.

**NORTH CAROLINA
DURHAM COUNTY**

- 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 **Ratio Architects, 135 East Martin Street, Suite 101, Raleigh, North Carolina, 27601.**

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

- 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 **Six Hundred Fourteen Thousand Three Hundred Fifty Dollars (\$614,350.00)** 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 and 5.

Article 6
PROGRESS PAYMENTS

**NORTH CAROLINA
DURHAM COUNTY**

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 **Lomax 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

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.

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 24th day of April, 2014.

**NORTH CAROLINA
DURHAM COUNTY**

Lomax 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)

My commission expires: _____



One Vision. One Durham.

Date: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Bethesda Elementary School – Bids for Asphalt Paving

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- Reallocated 2007 Bond funds provide for new asphalt paving on the bus drive and bus parking lot as well as the car parking lot.
- Bids were received on March 13, 2014 from eight (8) qualified bidders. The lowest, responsive, responsible bidder is:

Fred Smith Company
Raleigh, NC

Base Bid:	\$191,876.00
Alternate 1:	\$ 78,472.00
Total:	<u>\$270,348.00</u>

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 2.63% 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****Bethesda Elementary School - Asphalt Paving**

Bid Date: Thursday, March 13, 2014

Time: 3:00 PM

	GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	ALTERNATE NO. 1	TOTAL BID
*1	Fred Smith Company	Y	43848	\$ 191,876.00	\$ 78,472.00	\$ 270,348.00
2	Ruston Paving	Y	43221	\$ 205,644.00	\$ 65,765.00	\$ 271,409.00
3	Barnhill Contracting Company	Y	3194	\$ 222,895.00	\$ 64,724.00	\$ 287,619.00
4	Asphalt Experts Inc.	Y	45726	\$ 226,000.00	\$ 68,000.00	\$ 294,000.00
5	Royals Contracting	1 of 2	59612	\$ 224,339.30	\$ 83,863.23	\$ 308,202.53
6	State Contracting Inc	Y	62182	\$ 244,448.00	\$ 74,948.00	\$ 319,396.00
7	Raleigh Paving	Y	55119	\$ 247,007.00	\$ 73,000.00	\$ 320,007.00
8	RDU Paving	Y	62537	\$ 233,900.00	\$ 87,000.00	\$ 320,900.00

* Apparent lowest responsible, responsive bidder.

Alternate No. 1: Provide asphalt overlay for car parking lot.

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

Signed: _____ Date: _____

Durham Public Schools 2011 Hamlin Road Durham, NC 27704 (919) 560-2216 Fax: (919) 560-9119

OWNER-CONTRACTOR AGREEMENT

Durham County
Bethesda Elementary School – Asphalt Pavement Improvements

THIS AGREEMENT, is made this 24th day of April 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 Fred Smith Company, SS/EID #56-2106089 (herein referred to as the "Contractor"), whose mailing address is **6105 Chapel Hill Road, Raleigh, North Carolina 27607**. 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 **Bethesda Elementary School – Asphalt Paving Improvements (DPS project 304-03, documents dated February 23, 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

- 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.

**NORTH CAROLINA
DURHAM COUNTY**

- 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 27701.**

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

- 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 Seventy Thousand Three Hundred Forty Eight Dollars (\$270,348.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work as specified in the bidding documents and accepted Alternate 1.

Article 6
PROGRESS PAYMENTS

**NORTH CAROLINA
DURHAM COUNTY**

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 **Fred Smith Company** (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

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.

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 24th day of April, 2014.

**NORTH CAROLINA
DURHAM COUNTY**

Fred Smith Company

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)

My commission expires: _____



One Vision. One Durham.

Date: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Carrington Middle School – Bids for Restroom Upgrades

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- Reallocated 2007 Bond funds provide for restroom upgrades including renovation of the group restrooms and minor upgrades to other restrooms for ADA accessibility.
- Bids were received on March 20, 2014 from three (3) qualified bidders. The lowest, responsive, responsible bidder is:

Riggs-Harrod Builders, Inc.
Durham, NC

Base Bid:	\$178,828.00
Alternates:	None
Total:	\$178,828.00

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 2.75% 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****Carrington Middle School - Toilet Room Upgrades**

Bid Date: Thursday, March 20, 2014

Time: 2:00 PM

	GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	TOTAL BID
*1	Riggs-Harrod Builders	Y	18667	\$ 178,828.00	\$ 178,828.00
2	Central Builders, Inc.	Y	4176	\$ 279,000.00	\$ 279,000.00
3	Progressive Contracting Co., Inc.	Y	36100	\$ 281,300.00	\$ 281,300.00
4	Hutchins Construction		34092	no bid	no bid

* Apparent lowest responsible, responsive bidder.

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

Signed: _____ Date: _____

Durham Public Schools
2011 Hamlin Road
Durham, NC 27704
(919) 560-2216 Fax: (919) 560-9119

OWNER-CONTRACTOR AGREEMENT

Durham County
Carrington Middle School – Toilet Room Upgrades

THIS AGREEMENT, is made this 24th day of April 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 **Riggs-Harrod Builders, Inc.**, SS/EID #56-1470287 (herein referred to as the "Contractor"), whose mailing address is **1117 E. Geer Street, 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 **Carrington Middle School – Toilet Room Upgrades (DPS project 316-04, documents dated February 28, 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

- 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.

**NORTH CAROLINA
DURHAM COUNTY**

- 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 **MHA Works, 501 Washington Street, Suite G, Durham, North Carolina 27701.**

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

- 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 **One Hundred Seventy Eight Thousand Eight Hundred Twenty Eight Dollars (\$178,828.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work as specified in the bidding documents.

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

**NORTH CAROLINA
DURHAM COUNTY**

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 **Riggs-Harrod Builders, 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

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.

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 24th day of April, 2014.

**NORTH CAROLINA
DURHAM COUNTY**

Riggs-Harrod Builders, 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)

My commission expires: _____



One Vision. One Durham.

Date: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: E.K. Powe Elementary School – Bids for Kitchen Hood Replacement

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- Reallocated 2007 Bond funds provide for complete replacement of the kitchen hood including all associated piping and wiring.
- Bids were received on February 26, 2014 from five (5) qualified bidders. The lowest, responsive, responsible bidder is:

Comfort Systems USA (MidAtlantic), LLC
South Boston, VA

Base Bid:	\$110,900.00
Alternates:	<u>None</u>
Total:	\$110,900.00

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 4.33% 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****E.K. Powe Elementary School - Kitchen Hood Replacement**

Bid Date: Wednesday, March 19, 2014

Time: 3:00 PM

	GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	TOTAL BID
*1	Comfort Systems USA	Y	24425	\$ 110,900.00	\$ 19,908.00	\$ 9,946.00	\$ 140,754.00
2	Riggs-Harrod	Y	18667	\$ 113,324.00	\$ 17,877.00	\$ 10,800.00	\$ 142,001.00
3	L.A. Downey & Son	Y	1774	\$ 118,000.00	\$ 22,107.00	\$ 10,000.00	\$ 150,107.00
4	Scotia Construction	Y	6481	\$ 121,000.00	\$ 21,000.00	\$ 13,000.00	\$ 155,000.00
5	Hutchins Construction	Y	34092	\$ 139,430.00	\$ 21,284.00	\$ 12,858.00	\$ 173,572.00

* Apparent lowest responsible, responsive bidder.

Alternate No. 1: Furnish and install Kitchen Equipment Item F1 - Combi-Oven Steamer.

Alternate No. 2: Furnish and install Kitchen Equipment Item F2 - 10 gallon tilting skillet.

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

Signed: _____ Date: _____

Durham Public Schools 2011 Hamlin Road Durham, NC 27704 (919) 560-2216 Fax: (919) 560-9119

OWNER-CONTRACTOR AGREEMENT

Durham County
E.K. Powe Elementary School – Kitchen Hood Replacement

THIS AGREEMENT, is made this 24th day of April 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 **Comfort Systems USA (MidAtlantic), LLC, SS/EID #74-2897582** (herein referred to as the "Contractor"), whose mailing address is **1057 Bill Tuck Highway, South Boston, Virginia 24592**. 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 **E.K. Powe Elementary School – Kitchen Hood Replacement (DPS project 363-02, documents dated February 5, 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

- 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.

**NORTH CAROLINA
DURHAM COUNTY**

- 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 **Design Collective, Inc., 601 E. Pratt Street, Suite 300, Baltimore, Maryland, 21202.**

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

- 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 **One Hundred Ten Thousand Nine Hundred Dollars (\$110,900.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work as specified in the bidding documents.

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

**NORTH CAROLINA
DURHAM COUNTY**

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 **Comfort Systems USA (MidAtlantic), LLC** (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

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.

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 24th day of April, 2014.

**NORTH CAROLINA
DURHAM COUNTY**

Comfort Systems USA (MidAtlantic), LLC

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)

My commission expires: _____



One Vision. One Durham.

Date: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: George Watts Elementary School – Bids for Cafeteria Renovations

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- Reallocated 2007 Bond funds provide for renovation of the cafeteria to include concrete repairs, floor replacement and kitchen hood replacement.
- Bids were received on March 19, 2014 from four (4) qualified bidders. The lowest, responsive, responsible bidder is:

L.A. Downey & Son
Durham, NC

Base Bid:	\$254,070.00
Alternates 2 and 3:	(\$ 2,978.00)
Total:	\$251,092.00

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 0.94% 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****George Watts Elementary School - Cafeteria Renovation**

Bid Date: Wednesday, March 19, 2014

Time: 3:00 PM

	GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	ALTERNATE NO. 3	TOTAL BID
*1	L.A. Downey & Son, Inc.	Y	1774	\$ 254,070.00	\$ 54,355.00	\$ (5,500.00)	\$ 2,522.00	\$ 305,447.00
2	Lomax Construction	Y	37571	\$ 246,900.00	\$ 60,000.00	\$ 13,500.00	\$ 3,500.00	\$ 323,900.00
3	J. Wayne Poole	Y	8553	\$ 253,000.00	\$ 60,700.00	\$ 8,186.00	\$ 4,954.00	\$ 326,840.00
4	Scotia Construction	Y	6481	\$ 369,000.00	\$ 36,000.00	\$ 20,000.00	\$ 2,800.00	\$ 427,800.00
5								\$ -
6								\$ -
7								\$ -
8								\$ -

* Apparent lowest responsible, responsive bidder.

Alternate No. 1: Furnish and install new food service equipment as indicated on drawings.

Alternate No. 2: Change finish of new concrete slab from vinyl tile to polished concrete as indicated on the drawings.

Alternate No. 3: Furnish and install new acoustical ceiling in Kitchen 142 as indicated on drawings.

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

Signed: _____ Date: _____

Durham Public Schools 2011 Hamlin Road Durham, NC 27704 (919) 560-2216 Fax: (919) 560-9119

OWNER-CONTRACTOR AGREEMENT

Durham County
George Watts Elementary School – Cafeteria Renovations

THIS AGREEMENT, is made this 24th day of April 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 **L.A. Downey & Son, Inc. SS/EID #56-0854286** (herein referred to as the "Contractor"), whose mailing address is **810 Ramseur Street, Durham, North Carolina 27701**. 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 **George Watts Elementary School – Cafeteria Renovations (DPS project 347-02, documents dated February 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

- 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.

**NORTH CAROLINA
DURHAM COUNTY**

- 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 **Bute, PLLC, PO Box 2833, Durham, North Carolina 27715.**

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

- 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 Fifty One Thousand Ninety Two Dollars (\$251,092.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work as specified in the bidding documents and accepted Alternates 2 and 3.

Article 6
PROGRESS PAYMENTS

**NORTH CAROLINA
DURHAM COUNTY**

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 **L.A. Downey & Son, 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

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.

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 24th day of April, 2014.

**NORTH CAROLINA
DURHAM COUNTY**

L.A. Downey & Son, 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)

My commission expires: _____



One Vision. One Durham.

Date: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Glenn Elementary School – Bids for Asphalt Paving

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- Lottery funds provide for new asphalt paving in the bus area and repairs/pavement upgrades in other parking areas.
- Bids were received on March 12, 2014 from six (6) qualified bidders. The lowest, responsive, responsible bidder is:

Ruston Paving Company, Inc.
Durham, NC

Base Bid:	\$324,888.00
Alternate 1:	(\$167,000.00)
Total:	\$157,888.00

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 1.27% 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****Glenn Elementary School - Asphalt Paving**

Bid Date: Tuesday, March 12, 2014

Time: 3:00 PM

	GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	ALTERNATE NO. 1	TOTAL BID
*1	Ruston Paving Co., Inc.	Y	43221	\$ 324,888.00	\$ (167,000.00)	\$ 157,888.00
2	Royals Contracting Inc.	1 of 2	59612	\$ 293,679.42	\$ (134,938.96)	\$ 158,740.46
3	Raleigh Paving	Y	55119	\$ 324,007.00	\$ (136,000.00)	\$ 188,007.00
4	Asphalt Experts Inc.	Y	45726	\$ 340,000.00	\$ (145,000.00)	\$ 195,000.00
5	Turner Asphalt	Y	55042	\$ 424,239.00	\$ (190,776.00)	\$ 233,463.00
6	State Contracting, Inc.	Y	62182	\$ 548,500.00	\$ (280,000.00)	\$ 268,500.00

* Apparent lowest responsible, responsive bidder.

Alternate No. 1: Utilize Full Depth Reclamation (FDR) in lieu of complete demolition and replacement.

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

Signed: _____ Date: _____

Durham Public Schools 2011 Hamlin Road Durham, NC 27704 (919) 560-2216 Fax: (919) 560-9119

OWNER-CONTRACTOR AGREEMENT

Durham County
Glenn Elementary School – Asphalt Pavement Restoration

THIS AGREEMENT, is made this 24th day of April 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 **Ruston Paving Company, Inc.**, SS/EID #16-0925714 (herein referred to as the "Contractor"), whose mailing address is **3874 South Alston Avenue, Durham, North Carolina 27713**. 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 **Glenn Elementary School – Asphalt Pavement Restoration (DPS project 320-05, documents dated February 7, 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

- 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.

**NORTH CAROLINA
DURHAM COUNTY**

- 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 **Stewart, 101 West Main Street, Durham, North Carolina 27701.**

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

- 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 **One Hundred Fifty Seven Thousand Eight Hundred Eighty Eight Dollars (\$157,888.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work as specified in the bidding documents and accepted Alternate 1.

Article 6
PROGRESS PAYMENTS

**NORTH CAROLINA
DURHAM COUNTY**

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 **Ruston Paving Company, 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

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.

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 24th day of April, 2014.

**NORTH CAROLINA
DURHAM COUNTY**

Ruston Paving Company, 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)

My commission expires: _____



One Vision. One Durham.

Date: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: 2007 Bond Project Transfer

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- The 2007 Bond Project for Restroom Upgrades at Brogden Middle School recently bid. Additional funding is requested to select alternates that will complete renovations to all restrooms in the facility.
- The 2007 Bond Project for Roofing at Eno Valley Elementary School recently bid. Additional funding is requested to select alternates that will complete the roof replacement of a classroom building and the office area.
- The 2007 Bond Projects at Elementary 'E' (Sandy Ridge) and Easley Elementary School are complete with costs under budget.
- The 2007 Bond Projects at Riverside High School and Hillside High School are projected to complete with costs under budget.
- Administration recommends the budget transfers between various projects as shown on the attached table. This transfer requires approval of the Board of County Commissioners.

Administration submits the attached summary for discussion and subsequent approval.

Fiscal Implications:

The 2007 Bond program remains within its overall budget.

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** _____

DURHAM COUNTY, NORTH CAROLINA
2012-13 Capital Project Ordinance
Amendment Number 13CPA0000xx

BE IT ORDAINED BY THE COMMISSIONERS OF DURHAM COUNTY:

That the 2012-13 capital project ordinance is hereby amended to reflect budget adjustments for the following projects.

2007 GO Bond Project	Current Budget	Inc./Dec.	Revised Budget
New Elementary 'E' (SH119)	\$19,111,928	(\$300,000)	\$18,811,928
Easley Elementary School (SH201)	\$300,000	(\$100,000)	\$200,000
Riverside High School (SH223)	\$770,640	(\$50,000)	\$720,640
Hillside High School (SH221)	\$1,036,608	(\$100,000)	\$936,608
Brogden Middle School (SH215)	\$513,000	\$250,000	\$763,000
Eno Valley Elementary School (SH202)	\$700,000	\$300,000	\$1,000,000

Adopted this the ____th day of April, 2014.



One Vision. One Durham.

Date: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Brogden Middle School – Bids for Restroom Upgrades

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- Reallocated 2007 Bond funds provide for restroom upgrades including complete renovation of those in the main gym and auditorium and upgrades to others.
- Bids were received on March 12, 2014 from six (6) qualified bidders. The lowest, responsive, responsible bidder is:

Riggs-Harrod Builders, Inc.
Durham, NC

Base Bid:	\$101,548.00
Alternates 1-3:	\$163,887.00
Total:	<u>\$265,435.00</u>

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 18.32% 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** _____

BID TABULATIONS**Durham Public Schools****Brogden Middle School - Toilet Room Upgrades**

Bid Date: Thursday, March 20, 2014

Time: 3:00 PM

	GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	ALTERNATE NO. 3	TOTAL BID
*1	Riggs Harrod Builders	Y	18667	\$ 101,548.00	\$ 101,290.00	\$ 9,097.00	\$ 53,500.00	\$ 265,435.00
2	Lomax Construction Company	Y	37571	\$ 121,900.00	\$ 119,400.00	\$ 13,100.00	\$ 54,700.00	\$ 309,100.00
3	Progressive Contracting Co.	Y	36100	\$ 136,300.00	\$ 110,700.00	\$ 12,800.00	\$ 61,300.00	\$ 321,100.00
4	LA Downey & Son	Y	1774	\$ 131,678.00	\$ 150,062.00	\$ 17,377.00	\$ 68,425.00	\$ 367,542.00
5	Central Builders, Inc.	Y	4176	\$ 128,000.00	\$ 150,000.00	\$ 47,000.00	\$ 91,000.00	\$ 416,000.00
6	Hutchins Construction	N	34092	no bid	no bid	no bid	no bid	no bid

* Apparent lowest responsible, responsive bidder.

Alternate No. 1: Demolition / Renovation - Toilet Areas C and D

Alternate No. 2: Demolition / Renovation - Toilet Area B

Alternate No. 3: Demolition / Renovation - Toilet Area E

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

Signed: _____ Date: _____

Durham Public Schools 2011 Hamlin Road Durham, NC 27704 (919) 560-2216 Fax: (919) 560-9119

OWNER-CONTRACTOR AGREEMENT

Durham County
Brogden Middle School – Toilet Room Upgrades

THIS AGREEMENT, is made this 24th day of April 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 **Riggs-Harrod Builders, Inc.**, SS/EID #56-1470287 (herein referred to as the "Contractor"), whose mailing address is **1117 E. Geer Street, 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 **Brogden Middle School – Toilet Room Upgrades (DPS project 306-02, documents dated February 28, 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 **MHA Works, 501 Washington Street, Suite G, Durham, North Carolina, 27701.**

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 Sixty Five Thousand Four Hundred Thirty Five Dollars (\$265,435.00)** 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 and 3.

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 **Riggs-Harrod Builders, 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.

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 24th day of April, 2014.

Riggs-Harrod Builders, 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: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Eno Valley Elementary School – Bids for Roofing

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- Lottery funds provide for partial roof replacement including the office area and a portion of the 1992 Classroom Building. The existing roof has outlived its useful life and is in need of replacement.
- Bids were received on March 11, 2014 from three (3) qualified bidders. The lowest, responsive, responsible bidder is:

Owens Roofing Inc.
Raleigh, NC

Base Bid:	\$447,041.00
Alternates 1-4:	\$269,281.00
Total:	\$716,322.00

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 0.45% 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****Eno Valley Elementary School - Roof Replacement**

Bid Date: Tuesday, March 11, 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	TOTAL BID
*1	Owens Roofing	Y	24442	\$ 447,041.00	\$ 169,178.00	\$ 39,400.00	\$ 24,999.00	\$ 35,704.00	\$ 716,322.00
2	Curtis Construction	Y	3529	\$ 524,303.00	\$ 189,076.00	\$ 63,983.00	\$ 29,992.00	\$ 40,231.00	\$ 847,585.00
3	Hamlin Roofing	Y	5855	\$ 541,605.00	\$ 180,988.00	\$ 71,681.00	\$ 31,676.00	\$ 34,951.00	\$ 860,901.00

** Apparent lowest responsible, responsive bidder.

Alternate No. 1: Add to replace roof section G as indicated (portion of 1992 classroom building).

Alternate No. 2: Add to replace roof section I as indicated.

Alternate No. 3: Add to replace existing translucent pyramid skylights as indicated.

Alternate No. 4: Add to furnish and install fall protection anchoring system in areas of roof replacement.

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

Signed: _____ Date: _____

Durham Public Schools 2011 Hamlin Road Durham, NC 27704 (919) 560-2216 Fax: (919) 560-9119

OWNER-CONTRACTOR AGREEMENT

Durham County
Eno Valley Elementary School – Roof Replacement

THIS AGREEMENT, is made this 24th day of April 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 **Owens Roofing Inc. SS/EID #56-1533544** (herein referred to as the "Contractor"), whose mailing address is **301 W. Cabarrus Street, Raleigh, North Carolina 27601**. 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 **Eno Valley Elementary School – Roof Replacement (DPS project 315-02, documents dated February 3, 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

- 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.

**NORTH CAROLINA
DURHAM COUNTY**

- 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 **Bute PLLC, PO Box 2833, Durham, North Carolina 27715.**

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

- 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 **Seven Hundred Sixteen Thousand Three Hundred Twenty Two Dollars (\$716,322.00)** 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 and 4.

Article 6
PROGRESS PAYMENTS

**NORTH CAROLINA
DURHAM COUNTY**

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 **Owens Roofing 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

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.

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 24th day of April, 2014.

**NORTH CAROLINA
DURHAM COUNTY**

Owens Roofing 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)

My commission expires: _____



One Vision. One Durham.

Date: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Acquisition of Adjacent Lot at W. G. Pearson Middle School

Staff Liaison Present: Hugh Osteen

Phone # 560-3831

Main Points:

- Following recent discussions with the County, they agreed to work towards “donating” a parcel at W. G. Pearson Middle to Durham Public Schools.
- On February 24, 2014, the County approved selling the lot to Durham Public Schools for \$44.32.
- Since it is technically a sale, the board must approve it. The lot is at 606 E. Umstead Street.
- Administration submits this acquisition for discussion and subsequent approval.

Fiscal Implications: None

Strategic Plan Alignment: None

Purpose

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

Reviewed by: **Finance** _____ **Attorney** _____



January 10, 2014

Mrs. Jane Korest, Division Head
Durham County
200 East Main Street, 4th Floor
Durham, North Carolina 27701

Re: W. G. Pearson Middle School Adjacent Lots

Dear Jane:

As a follow up to our conversation, Durham Public Schools is working to improve the site at W. G. Pearson Middle School by acquiring adjacent parcels. These acquisitions will allow for better access, parking and physical education activities for any future use of the facility. It would be a benefit to Durham Public Schools and the community to add the adjacent parcel now held by the County.

I look forward to working with you on this mutually beneficial effort.

Sincerely,

A handwritten signature in black ink that reads 'Hugh L. Osteen, Sr.'.

Hugh L. Osteen, Sr., FMA
Acting Superintendent

Attachment 2: 606 E. Umstead Street



**W.G. Pearson
Magnet Middle School**

UMSTEAD

SIMMONS

MERRICK

SPAULDING

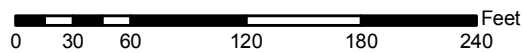
LINCOLN

LINWOOD



Prepared by: Open Space &
Real Estate Division
Engineering and Environmental
Services Department

1 inch = 100 feet



- Streams
- Paper Streets
- 606 E Umstead
- Parcels
- Roads

February 2014



One Vision. One Durham.

Date: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Naming Rights at School Facilities

Staff Liaison Present: Hugh Osteen
Ken Soo

Phone # 560-3831
821-4711

Main Points:

- Many school districts have considered raising funds via naming rights, especially on athletic facilities.
- The practice is a delicate one, with significant risks of litigation and claims of free speech by entities that the Board of Education might not want to participate.
- The Administration wishes to update the board on this opportunity and the pros and cons.

Administration submits this item for information.

Fiscal Implications:

- Naming rights offers significant potential for fundraising.

Strategic Plan Alignment: None

Purpose

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

Reviewed by: **Finance** _____ **Attorney** Ken Soo

Naming Rights at School Facilities

Trying to cover every manner in which to raise funds, school districts are exploring the sale of naming rights on physical school features such as gymnasium, sports fields, scoreboards, etc.

While financially profitable, there are legal risks involved if a school chooses to see naming rights. Laws governing free speech may create situations where the board may not be in favor of a particular entity that wins a bid to “purchase” naming rights. Political, religious and many social issues that may make the board uncomfortable could come front and center in a public, free speech debate. An item such as soft drinks might skirt board policy or preference related to wellness.

Significant caution is advised by counsel. However, there are ways to mitigate risks. The attached article provides good insight on the do’s and don’ts of the issue. Durham Public School counsel will also be present to provide an overview.

Selling the Name on the Schoolhouse Gate

The First Amendment and the Sale of Public School Naming Rights

By Joseph Blocher

In the past five years, the sale of naming rights to public school events and facilities has grown from fodder for humor columnists into a nationwide, multimillion-dollar enterprise.¹ And although commercialism in schools is nothing new, granting naming rights to public school facilities in exchange for remuneration raises novel and difficult First Amendment problems that schools and their attorneys will find increasingly difficult to ignore.²

The basic First Amendment issue arises out of schools' understandable desire to choose the sponsors whose names will adorn their facilities or events. In the past, naming rights mostly involved "safe" sponsors like grocery stores and banks. But these days the first would-be sponsor to show up with a check may not be as innocuous as the local grocer. For example, to the many schools that have recently taken stands against the in-school sale of soft drinks and junk food as a way to address concerns about childhood obesity, Coca-Cola and Nestlé may be sponsors non grata.³ Moreover,

experience in other areas of government sponsorship suggests that soft drink and candy companies are not the biggest threat. Other undesirable sponsors—including advocates of truly reprehensible political and social ideas—may be lurking, hoping, quite literally, to make a name for themselves through a school sponsorship deal.⁴

Unfortunately, simply saying "no" to these sponsors may be more difficult than school boards expect. The selection of named sponsors raises concerns that can lead straight from the schoolhouse to the courthouse: Once a school has one named sponsor, other would-be sponsors may be able to claim a First Amendment right to participate, just as would-be speakers have a constitutional right to participate in other government-created forums. Unfortunately, very few school board policies are currently attuned to this First Amendment concern, leaving schools that turn down a sponsor's offer open to charges of viewpoint and content discrimination and the very real possibility that they will have to accept sponsors whose products or message they oppose.

This article attempts to give schools and their attorneys a means to avoid those charges. It is intended as a guide for school boards and school attorneys trying to find their way through the maze of First Amendment law surrounding the sale of public school naming rights. Its purpose is not to advocate for or against any particular approach to naming rights; that decision is properly within the discretion of the school board, whose members face the unenviable task of balancing the need for funding with the myriad difficulties that naming rights arrangements inevitably raise. The more limited goal here is to help school boards maintain control

The author, a former law clerk at the School of Government of the University of North Carolina at Chapel Hill, is a graduate of Yale Law School. An earlier version of this paper was presented at the Fortieth Annual School Attorneys' Conference at the School of Government in February 2007. These issues are discussed in far greater detail in Joseph Blocher, "School Naming Rights and the First Amendment's Perfect Storm," *Georgetown Law Journal* 96 (forthcoming 2007).

1. Elizabeth Chang, "A School By Any Other Name Would Be . . . Richer," *Washington Post*, December 12, 1999; "So What's Next, Nike Elementary?" editorial, *Baton Rouge Advocate*, March 29, 1998; Anita Powell, "Round Rock ISD Looks to Sell Stadium Name," *Austin (Texas) American Statesman*, October 30, 2003.

2. Alex Molnar, *Sponsored Schools and Commercialized Classrooms: Schoolhouse Commercializing Trends in the 1990's*, 6–7, 26 (Center for the Analysis of Commercialism in Educ., 1998); see also Molnar, "Sixth Annual Report on Commercialism in Schools: Cashing in on the Classroom," *Educational Leadership Magazine*, December 2003–January 2004, 79, reporting a "marked increase" in six categories of schoolhouse commercialism from 2001–2002 to 2002–2003.

3. "Junk Food Ban Approved for Schools," *Chicago Tribune*, October 11, 2006, (Redeye edition); Seema Mehta, "Sorry, Cupcake, You're No Longer Welcome in Class: To Fight Student Obesity, Educators Opt for Celebratory Carrots and Books," *Los Angeles Times*, September 27, 2006 (Metro edition).

4. See John K. Eason, "Private Motive and Perpetual Conditions in Charitable Naming Gifts: When Good Names Go Bad," *U.C. Davis Law Review* 38, no. 2 (2005): 375, 387, 394–402 (discussing examples of "charitably inclined malfeasants whose names now adorn various charitable institutions or facilities across the nation"); Editorial, "County Should Have Rejected Nazis," *Portland Oregonian*, February 4, 2005 (Sunrise edition), reporting that the county, fearing lawsuits, allowed the American Nazi Party to adopt a stretch of highway.

over the names on their schools, whatever policies they endorse.⁵

The first part of the article outlines the policy considerations surrounding school naming rights sales. This brief overview demonstrates that while sales of school naming rights have become increasingly common, such sales raise difficult policy problems that may lead school officials to try to reject sponsors they see as particularly undesirable. The second part of the article explains how attempts to pick and choose among potential sponsors may run into constitutional obstacles and briefly describes the First Amendment categories implicated by such sales. It discusses the definition and governing standard of each category and suggests how school boards can best take advantage of those standards to defend against First Amendment challenges to sponsorship exclusions. The third, final part of the article suggests other ways forward, such as policy moves that may insulate schools from future sponsorship controversies.

Policy Considerations: The Pros and Cons of Naming Rights Deals

The public school naming rights boom has been driven by two forces: schools' need for money and businesses' need for advertising.⁶ For school administrators seeking to fill holes in their budgets, naming rights present a particularly attractive potential revenue stream. Unlike other forms of commercial sponsorship—such as exclusive pouring rights for soft drink manufacturers or sponsored educational materials—naming rights do not necessarily require schools to change their daily schedules or curricula. They are, in that sense, a “free” resource that every school possesses (even if some schools' names command a higher value on the market than others). Paul Vallas, chief executive of the Philadelphia public schools, is unabashed in his support for naming rights deals: “My approach is Leave No Dollar Behind. There are tremendous needs in this system, where 85 percent of the kids are below poverty level. I'm not uncomfortable with corporations giving us money and getting their names on things. As long as it's not inappropriate,

I don't see any downside.”⁷ And indeed many school officials insist that there is no downside. A recent survey of North Carolina public school principals found that 73.9 percent “felt either mostly positive or somewhat positive about corporate sponsored events,” and 56.9 percent said they would maintain their relationships with corporate sponsors even if other funds were available to support the activities currently underwritten by sponsors.⁸

Nonetheless, school naming rights arrangements do implicate major policy concerns, the weight of which may cause schools to try to limit either the scope of sponsorship deals or the kinds of sponsors they deal with. Perhaps the easiest to reject are offers from “bad name” sponsors such as alcohol and tobacco companies or others whose products are considered inappropriate for children.⁹ As one school board president said, “Look, no one is suggesting us contracting with Delilah's Den [a local gentleman's club]. We wouldn't consider a product tie-in. . . . But everyone uses food, so we contracted with a supermarket, a local supermarket. We're talking to local banks, people like that.”¹⁰

Questionable commercial sponsors, however, are not the only inappropriate possibility, and nightmare scenarios may be more likely than schools suspect. The first group to show up with a check may be a church, or a mosque, or the National Rifle Association, or the Gay & Lesbian Alliance Against Defamation, or some other group with a controversial identity or message that schools would rather avoid endorsing.

Even an apparently “good” sponsor may carry unforeseen but weighty baggage. In 1999 the Houston Astros sold the naming rights of their new stadium to Enron, whose CEO, Kenneth Lay, threw out the first pitch in the stadium. At first, this seemed to be an excellent deal for all the parties: the team received \$100 million, and the company (not to mention Lay himself) got the right to put its name on the franchise for thirty years. But just two years later, the company's spectacular collapse cost thousands of Houstonians their jobs and Lay faced charges for fraud and conspiracy.¹¹ Nor were the Astros the only recipients of Lay's problematic

5. The article does not address in any detail the complicated contractual issues surrounding naming rights deals. For more information on those problems, *see generally*, Robert H. Thornburg, Note, “Stadium Naming Rights: An Assessment of the Contract and Trademark Issues Inherent to Both Professional and Collegiate Stadiums,” *Virginia Sports and Entertainment Law Journal* 2, no. 2 (2003): 328; Debra E. Blum, “Donors Increasingly Use Legal Contracts to Stipulate Demands on Charities,” *Chronicle of Philanthropy*, March 21, 2002, 9.

6. Izzy Gould, “What's in a Name? Extra Cash, Perhaps,” *Tampa Tribune*, December 21, 2004 (Sports), 1; Molnar, *Sponsored Schools*, 10, noting that “[t]he justification for the sponsorship agreements most often used by educators is the need for money.”

7. Quoted in Tamar Lewin, “In Public Schools, the Name Game As a Donor Lure,” *New York Times*, January 26, 2006.

8. Joseph Di Bona et al., “Commercialism in North Carolina High Schools: A Survey of Principals' Perceptions,” *Peabody Journal of Education* 78, no. 2 (2003): 41, 52, 56, 58.

9. *See, e.g.*, Mark Zaloudek, “Should Donors Get to Name Public Schools?” *Sarasota Herald-Tribune*, March 21, 2005, reporting that Philadelphia public schools refuse naming rights deals with alcohol or tobacco companies.

10. Robert Strauss, “Education: P.S. (Your Name Here),” *New York Times*, December 16, 2001 (*New Jersey Weekly*).

11. The naming rights were later resold to Minute Maid, a subsidiary of Coca-Cola, which paid \$100 million for twenty-eight years of naming rights.

largesse. He also donated \$1.1 million to his alma mater, the University of Missouri, to endow the Kenneth L. Lay Chair in Economics. When the company collapsed and Lay's own business ethics were called into serious question, the university was left with a major problem—and a still-unfilled professorship—which it has yet to resolve.¹² Other, equally uncomfortable examples are not hard to find.

Finally, as noted above, many people oppose commercial deals that expose students to products like sugary or fatty snack foods, which may lead many schools to avoid naming rights deals with their purveyors.¹³ And, as the heated battles over commercial activity in schools have demonstrated, even when the products themselves are unobjectionable, many people oppose naming rights deals on the grounds that schools that accept them are “selling out” to commercial sponsors and cheapening the “honor bestowed on long-time public servants and civic leaders when a facility is named for them.”¹⁴ Opponents also argue that such deals expose vulnerable children to advertising that they are unable to filter out and interfere with the schools' core educational missions.¹⁵ Even when naming rights avoid these pitfalls, they can implicate other broad policy concerns; they might threaten interschool equity by channeling money to schools in affluent areas where students and their parents have more disposable income to spend on the sponsor's products.¹⁶ Finally, some critics have alleged that the sale of naming rights privatizes civic responsibility, making schools dependent on corporate dollars and making taxpayers less likely to vote for school funding measures.¹⁷

12. As reported by MSNBC on May 26, 2006, “Lay's Alma Mater Struggles with Donation: Seeks 'Alternative Use' for Stock Profits Instead of Economics Position.”

13. See Henry J. Kaiser Family Foundation, Issue Brief, “The Role of Media in Childhood Obesity” (October 2004), www.kff.org/entmedia/entmedia022404pkg.cfm.

14. See, e.g., Ruth Sheehan, “Too Late to Cry ‘Sellout,’” *Raleigh News and Observer*, January 20, 2003; Larry King, “The *World-Herald's* Priority Is What Best Serves the Readers,” *Omaha World Herald*, August 10, 2003, explaining the newspaper's decision to call a convention center by its popular name despite a recent sale of naming rights.

15. Citizens' Campaign for Commercial-Free Schools, “What's Wrong with Commercializing the Public Schools?” (undated), www.scn.org/cccs/arguments.html (last visited August 16, 2007). See also Eason, “Private Motive and Perpetual Conditions in Charitable Naming Gifts,” 399.

16. See Randy Krebs, “Our View: Schools Should Think before Entering Deal for Naming Rights,” *St. Cloud (Minn.) Times*, July 19, 2005, noting that a technology company was focusing its school sponsorship efforts on “the nation's wealthiest school districts.”

17. Christine McDonald, “Got Cash? Buy School Name: To Ease Tight Budgets, Plymouth-Canton, Others Ponder Sale of Naming Rights to Buildings, Events,” *Detroit News*, June 27, 2005; ERIC Clearinghouse for Educational Management, “Business Partnerships with Schools,” *Policy Report No. 2* (Fall 2001): 10.

As these competing policy concerns illustrate, school boards who choose to engage in naming rights deals are often caught between the need to secure funding and the need to assuage citizens' concerns about the scope and content of the deals. School administrators (and their attorneys) will probably attempt to navigate these difficult straits by limiting the kinds of sponsors to whom they will sell naming rights, rejecting sponsors whose identities, products, or messages they do not endorse. But, although this could be a wise policy, it is one the First Amendment might foreclose.

The Relevance of the First Amendment

Rejecting a would-be sponsor is not as simple as refusing to cash its check. Lurking in discussions of government sponsorship deals is a set of First Amendment concerns that could force schools to accept naming rights deals with sponsors they want to avoid. Specifically, the First Amendment may limit schools' ability to reject sponsors based on their identity or message. School naming rights are undoubtedly a form of “speech,” even if the precise message and speaker are somewhat unclear. Indeed, courts have already recognized a First Amendment right to participate in similar government sponsorship programs, suggesting that would-be school sponsors could also find traction for their claims.

The horror stories from these government sponsorship cases should send shivers down the spine of any school board attorney. In a recent string of cases, the Ku Klux Klan tried to become an acknowledged sponsor of a public radio station in Missouri and sought to get its name on Adopt-a-Highway signs across the country.¹⁸ Predictably, the government officials responsible for these programs refused to accept the Klan's offer of participation. And, perhaps just as predictably, the Klan has repeatedly sued on First Amendment grounds. While it has not been successful in all its challenges, it did win the right to adopt a stretch of Missouri roadway—perhaps a portent of the ultimate nightmare for schools.¹⁹

18. *Knights of the Ku Klux Klan v. Curators of the University of Missouri*, 203 F.3d 1085, 1094 (8th Cir. 2000); *Cuffley v. Mickes*, 208 F.3d 702 (8th Cir. 2000).

19. *Cuffley* was decided on Equal Protection grounds, but the court specifically noted that “[w]hether this claim arises under the Equal Protection Clause or the First Amendment, it is clear that the State may not deny access to the Adopt-A-Highway program based on the applicant's views.” *Id.* at 760 n.3. But see *Texas v. Knights of the Ku Klux Klan*, 58 F.3d 1075 (5th Cir. 1995) (holding that the state's reason for denying the Klan's application to adopt a portion of highway outside a public housing project was reasonable and viewpoint neutral because the state sought to prevent the Klan from intimidating residents and frustrating a federal desegregation order).

There are not yet any reported cases of sponsors suing schools to force their names onto school facilities. This is most likely a reflection of the fact that school naming rights policies have not been around long enough to give rise to such cases. They are all but inevitable in the future as naming rights policies become more common and the stakes on both sides rise. But although First Amendment litigation over school naming rights seems inevitable, neither the outcome of that litigation nor even the First Amendment standards that will govern it is quite so clear. Despite the simplicity of the First Amendment's language—"Congress shall make no law . . . abridging the freedom of Speech"²⁰—it accords different levels of protection to different kinds of speech, depending on the speaker, the message, and where the speech occurs.²¹ As a result, there are a variety of different First Amendment tests governing different forms of speech, including sponsorship deals like school naming rights.

Unfortunately, school naming rights do not easily fit within any one of these tests, as it is difficult to establish who is "speaking" through a paid naming rights arrangement, what that speaker is saying, and in what forum the speech takes place. The overview below considers the three areas of First Amendment law that appear to be most relevant to school naming rights: government speech, commercial speech, and forum analysis. For each category, the discussion identifies the scope of the category (i.e., the definition that a naming rights deal would have to satisfy to fall within its scope); describes the governing standard (the hurdle a school would have to clear to regulate the naming rights); and, finally, offers suggestions of ways school attorneys can best take advantage of the category.

GOVERNMENT SPEECH

Government speech is an ill-defined and somewhat controversial constitutional category that, despite its uncertain

origins, has a fair amount of common sense appeal.²² In essence, it recognizes that the government (schools and school boards for the purposes of this article) can at times be a "speaker" and that when the government speaks it is generally entitled to say what it wants.

Definition of government speech

The Supreme Court has never established a specific definition of *government speech*, but the development of the doctrine suggests the concerns and characteristics that shaped it. The category of government speech, such as it is, arose in a series of cases involving government subsidies to private actors. The seminal case is *Rust v. Sullivan*,²³ in which the Supreme Court upheld Title X of the Public Health Services Act, which withholds government funds from clinics that provide information about abortion. Rejecting the clinics' First Amendment challenge, the Court held that "[t]he government can, without violating the Constitution, selectively fund a program to encourage certain activities it believes to be in the public interest, without at the same time funding an alternative program which seeks to deal with the problem in another way."²⁴

Subsequent cases applying *Rust* have confirmed that the government may "speak" through its support of private actors. Thus, in *Rosenberger v. Rector and Visitors of the University of Virginia*, the Supreme Court held that that a public university could not refuse to fund student publications that expressed belief in a deity.²⁵ And in *Legal Services Corp. v. Velazquez*, the Court again read *Rust* as protecting the government's right to engage in viewpoint discrimination when it speaks on its own behalf, but *not* when it subsidizes private speakers.²⁶ The relevant question in all cases

22. Note, "The Curious Relationship between the Compelled Speech and Government Speech Doctrines," *Harvard Law Review* 117, no. 7 (2004): 2411, 2432 ("The government speech line of cases remains the ugly stepchild of First Amendment doctrine."). The pioneering work arguing for greater recognition of government as a creator of speech, and not just its regulator, is Mark G. Yudof, *When Government Speaks: Politics, Law, and Government Expression in America* (Berkeley, Calif., 1983).

23. 500 U.S. 173 (1991). Earlier cases implicitly reached the conclusion that *Rust* eventually adopted. See, e.g., *Muir v. Alabama Educ. Television Comm'n*, 688 F.2d 1033, 1044 (5th Cir. 1982) (en banc).

24. *Rust*, 500 U.S. at 193.

25. 515 U.S. 819 (1995). Although scholars tend to identify *Rosenberger* as a pillar of government speech doctrine, the Court actually approached the case through the lens of forum analysis. *Id.* at 829–31.

26. *Velazquez*, 531 U.S. 533 (2001) (overturning statute providing government funding for public interest lawyers on condition that they not challenge welfare policy). See also *Commonwealth v. Davis*, 39 N.E. 113 (1895) (Holmes, J.), *aff'd sub nom Davis v. Massachusetts*, 167 U.S. 43, 47 (1897) ("For the legislature absolutely or conditionally to forbid public speaking in a highway or public

20. U.S. CONST. amend. 1.

21. Many scholars have called for a more evenhanded application of the amendment. See, e.g., Randall P. Bezanson and William G. Buss, "The Many Faces of Government Speech," *Iowa Law Review* 86 (2001): 1377, 1384 (2001) (arguing that "there is no basis or need for any special form of privilege or immunity for government speech"); Alex Kozinski and Stuart Banner, "Who's Afraid of Commercial Speech?" *Virginia Law Review* 76 (1990): 627 (arguing that commercial speech should be entitled to full First Amendment protection); William V. Van Alstyne, "To What Extent Does the Power of Government to Determine the Boundaries and Conditions of Lawful Commerce Permit Government to Declare Who May Advertise and Who May Not?" *Emory Law Journal* 51 (2002): 1513, 1554 (2002) ("[F]rom one quite reasonable view one might well argue (as will be done here) that there is far less reason in this area ('commerce') than in others (e.g., 'politics?') to depart from strict scrutiny review.").

appears to be whether the message sent can properly be characterized as the government's.²⁷

The standard governing government speech

Rust and its progeny made it clear that when the government speaks, it may control its own message—it may select its viewpoint or content—without running afoul of the First Amendment. In the context of naming rights, this suggests that, to the degree that naming rights are “government speech,” schools may pick and choose among sponsors based on their message and viewpoint.

The most subtle distinction—one that courts and scholars have struggled mightily to identify and apply—is between situations in which the government gives support to private speakers to deliver the government's message and those in which it subsidizes private speakers with their own messages. In the latter case, as in *Velazquez*, the government may not engage in viewpoint discrimination.

Characterizing naming rights as government speech

Government speech, because it gives schools the ability to express a viewpoint, is obviously a desirable category from the schools' perspective. It allows them to exercise broad control over the names on their buildings, irrespective of sponsors' own purported free speech claims. As the analysis above makes clear, the relevant question in any government speech analysis is whether the message is the government's. So long as naming rights are seen as a form of government speech—that is, so long as they deliver the government's message—schools have wide discretion to limit the deals they accept.

Schools hoping to put their naming rights in the government speech category would do well to “claim” their names. There are many ways to do so; the simplest is to limit the type and number of sponsors who are allowed to participate in a naming rights program in the first place. If in the past a school or school district has essentially opened its doors to all would-be sponsors without scrutinizing their messages or identities, it will find it exceedingly difficult to claim in future cases that the choice of a name is its own act of speech.²⁸ Thus, a school that exerts control over its naming

rights in the present will increase the control it can exert in the future.

An even better way to “claim” the school's name is through written policies and consistent practices that treat the name as part of the school's message or curriculum. Some policies state specifically that the school's name sends an important message about the school.²⁹ Other naming policies explicitly recognize, as the Newton Conover school board has done, that “naming or renaming a facility [is] a significant endeavor since the name of a facility can reflect upon the students, staff, school district and community.”³⁰ Courts are especially solicitous of restrictions on “speech” at school when they are presented as necessary to advance the school's curricular and educational needs (which themselves seem to be a form of speech). Schools whose naming rights policies suggest the curricular value of naming rights will thus prove especially successful at earning the “government speech” tag. For example, Rochester, New York, has a naming rights policy that explicitly connects the naming of schools to the schools' educational mission.

This policy is based upon the belief that it is important that the students and public know of the many contributions of many Rochester leaders of the past and other national heroes, and that this knowledge can be more strongly imprinted through classroom discussion and projects related to school names.³¹

Even though courts have more often considered school curricula under the rubric of forum analysis (discussed below) than as government speech, the lesson for school boards and their attorneys is the same: Claiming the message as the school's own is the best way to control it.

It is also possible that naming rights might be characterized as government speech because they amount to a government endorsement of the named sponsor. Inasmuch as a school, by allowing a corporate or other sponsor to put its name on school facilities, is effectively sending an

park is no more an infringement of rights of a member of the public than for the owner of a private house to forbid it in the house.”) *But see* *Hague v. CIO*, 307 U.S. 496, 515 (1939).

27. “The Curious Relationship between the Compelled Speech and Government Speech Doctrines,” 2412 (“[P]laintiffs have uniformly been willing to accept *Rust*'s definition of the battlefield: that is, the only question to be answered is the factual one of who is speaking.”).

28. Indeed, a school in this situation may have already inadvertently created a public forum—described in more detail below—and thus have lost control over sponsorship almost entirely.

29. See, e.g., Carteret County (N.C.) Pub. School System, Regulation FF, “Naming School Facilities” (revised January 2006): “The naming or renaming of a school or the creation of a commemorative or memorial is a matter deserving the thoughtful attention of the Board of Education,” www.cartercountyschools.org/hr/Facilities%20Development.pdf; Cobb County (Ga.) School District, Administrative Rule FF, “Naming of School Facilities” (revised December 8, 2005): “The Cobb County School District . . . recognizes that the official names of its facilities are vital to their public image,” www.cobbk12.org/centraloffice/adminrules/F_Rules/Rule%20FF.htm.

30. Newton Conover (N.C.) Board of Education, Policy 7302, “Naming School Facilities,” www.nccs.k12.nc.us/Policy/Policy7000.doc.

31. Rochester City School Board, Policy Manual 7500, “Naming New Facilities” (revised August 20, 1998), www.rcsdk12.org/BOE/PM/PM%20pdfs/7000/7500%20Naming%20Facilities.pdf.

approving message about the sponsor—“This sponsor is upstanding enough for us to associate ourselves with it”—the choice of sponsors must also be considered a form of government speech.³² In many ways this situation is analogous to that of public broadcasters such as National Public Radio, whose editorial decisions have been characterized as a form of speech.³³

This article does not address in any detail one final variant on the government speech inquiry: the possibility that school naming rights arrangements might give rise to a *compelled speech* claim by students who object to the name they are forced to carry around on their transcripts or uniforms. Student opposition to schoolhouse commercialism has already made headlines—perhaps most famously when a high school student was suspended for wearing a Pepsi shirt to a “Coke Day” rally—demonstrating that some students see sponsorship as important enough to oppose.³⁴ The Supreme Court has already ruled in prior student speech cases that there is no constitutionally significant difference between compelled speech and compelled silence.³⁵ Creative First Amendment lawyers may therefore challenge school naming rights arrangements based on compelled-speech grounds as well.

COMMERCIAL SPEECH

Of course, schools are not the only potential speakers implicated by school naming rights arrangements. Indeed, many observers might consider the sponsor—the organization that pays to have its name placed on the building—as

the speaker. The message that sponsor would most likely send is a commercial one; that is, one encouraging people to purchase its products or services. And, in a somewhat unpredictable line of cases, the Supreme Court has gradually extended First Amendment protection to this kind of commercial speech while refusing to settle on a single definition for the category. This section attempts to sketch the boundaries of commercial speech and explain the standard that governs it.

The law of commercial speech has recently been defined by two, apparently competing but actually complementary, trends: (1) a progressive narrowing of the category of commercial speech, and (2) a progressive strengthening of the protections accorded to it. The combined effect of these trends is to increase the protections available for seemingly commercial speech. Such protection can be achieved either by entirely avoiding the commercial label—the best way to protect commercial speech, after all, is to not label it as such—or by requiring the government regulating commercial speech to carry a heavy justificatory burden.

The contracting definition of commercial speech

The Court has never decided on a single definition of *commercial speech*, although it has invoked various factors and ad hoc tests.³⁶ Perhaps the first effort was Justice Blackmun’s opinion in *Virginia State Board of Pharmacy v. Virginia Citizens Council*, which suggested that “commercial speech” is speech that does “no more than propose a commercial transaction.”³⁷ Later opinions tended to follow this approach, giving full First Amendment protection (by *not* classifying their messages as commercial speech) to a variety of “mixed” cases involving both commercial and noncommercial messages.³⁸

32. See *Knights of KKK and Nathan Robb v. Arkansas State Highway & Transp. Dep’t*, 807 F. Supp. 1427, 1436 (W.D. Ark. 1992) (“If nothing else, they, by picking up or having their members or employees pick up litter, thus keeping their adopted portion of the highway beautiful and litter free, are saying or hoping to say to the travelling public by actions and deeds, and through the signs constructed by the State of Arkansas, that they are ‘good’ and environmentally conscious, and thus good citizens and politically and socially correct.”); *Knights of the KKK v. Curators of the University of Missouri* [—St. Louis], 203 F.3d 1085, 1093 (8th Cir. 2000) (“KWMU’s underwriting acknowledgments constitute governmental speech on the part of UMSL.”).

33. In *Arkansas Educational Television Commission v. Forbes*, for example, the Court found that “when a public broadcaster exercises editorial discretion in the selection and presentation of its programming, it engages in speech activity.” 523 U.S. 666, 674 (1998); see also *Nat’l Endowment for the Arts v. Finley*, 524 U.S. 569, 585–86 (1998) (finding that viewpoint neutrality is not required in selection of art exhibits for public funding).

34. See, e.g., Jingle Davis, “No Coke, Pepsi: Rebel without a Pause,” *Atlanta Constitution*, March 26, 1998 (Constitution edition); Barry Saunders, “OK, Class—Line Up, Dress Right, and Salute the Image,” *Raleigh News and Observer*, March 28, 1998.

35. E.g., *Wooley v. Maynard*, 430 U.S. 705, 714 (1977) (holding that the First Amendment’s guarantees “include both the right to speak freely and the right to refrain from speaking at all”).

36. Scholars attribute this imprecision to the inherent difficulties of classifying commercial speech. See, e.g., Nat Stern, “In Defense of the Imprecise Definition of Commercial Speech,” *Maryland. Law Review* 58, no. 1 (1999): 55, 146 (“The Supreme Court’s inability to encase commercial speech within unwavering definitional boundaries is not the product of ineptitude, but rather the unavoidable incident of commercial speech’s position at the blurry crossroads of expressive and economic activity.”); Robert Post, “The Constitutional Status of Commercial Speech,” *UCLA Law Review* 48 (October 2000): 1, 7 (“The impossibility of uniquely identifying the attributes of commercial speech has been much noted.”).

37. 425 U.S. 748, 762 (1976) (citing *Pittsburgh Press Co. v. Pittsburgh Com. on Human Relations*, 413 U.S. 376, 385 (1976)); see also Thomas C. Goldstein, “*Nike v. Kasky* and the Definition of ‘Commercial Speech,’” in *Cato Supreme Court Review, 2002–2003*, ed. James L. Swanson (Washington, D.C.: Cato Institute), 72, referring to Blackmun’s as the “most often-repeated” definition of commercial speech the Court has offered.

38. E.g., *Riley v. National Federation of the Blind*, 487 U.S. 781, 789, 798 (1988).

The current prevailing definition of commercial speech is essentially a non-test established by the Supreme Court in *Bolger v. Youngs Drug Products Corp.* In that case, the Court upheld the “‘common-sense’ distinction between speech proposing a commercial transaction, which occurs in an area traditionally subject to government regulation, and other varieties of speech.”³⁹ The Court has continued to use this approach while acknowledging its imprecision.⁴⁰

Commercial speech law is currently in a state of flux, and the Supreme Court has recently indicated that it may be considering a bit of housecleaning. In 2004 the California Supreme Court decided *Kasky v. Nike*,⁴¹ a case arising from a private citizen’s criticism of the Nike Corporation for allegedly engaging in sweatshop abuse in its overseas factories. The criticism itself was undoubtedly fully protected, noncommercial speech. Nike responded to it with “editorial advertisements,” press releases, and letters to newspapers and universities.⁴² One of the issues in the case was whether these publicized responses were commercial speech.

The California Supreme Court found that they were, because (1) the speaker (Nike) was likely to be engaged in commerce, (2) the intended audience were actual or potential buyers, and (3) the actual message made representations of fact about Nike’s business operations, products, or services.⁴³ The decision caused enormous controversy in the academic community, where scholars were almost unanimous in their condemnation and their calls for the U.S. Supreme Court to intervene.⁴⁴ The Court did, granting certiorari and arousing hope that it might use the opportunity to establish a clear definition of commercial speech. But the Court then dismissed the writ of certiorari (over dissents from Justices Kennedy and Breyer), thus leaving commercial speech itself ill-defined.⁴⁵

39. *Bolger*, 463 U.S. 60, 64 (1983) (citing *Ohralik v. Ohio State Bar Ass’n*, 436 U.S. 447, 455–56 (1978)).

40. *See, e.g.*, *Edenfield v. Fane*, 507 U.S. 761, 765 (1993) (“[A]mbiguities may exist at the margins of the category of commercial speech.”); *Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410, 419 (1993) (acknowledging “the difficulty of drawing bright lines that will clearly cabin commercial speech in a distinct category”).

41. *Kasky v. Nike, Inc.*, 45 P.3d 243 (Cal. 2002), *cert. granted*, 537 U.S. 1099, and *cert. dismissed*, 539 U.S. 564 (2003).

42. Goldstein, “*Nike v. Kasky*,” 65.

43. *Kasky*, 45 P.3d at 258; 315, *see also Central Hudson Gas & Electric v. Public Service Commission*, 447 U.S. 557, 563 n.5 (1980) (differentiating between “direct comments on public issues” and statements about public policy “made only in the context of commercial transactions”).

44. *See, e.g.*, Ronald K.L. Collins and David M. Skover, “The Landmark Free-Speech Case That Wasn’t: The *Nike v. Kasky* Story,” *Case Western Reserve Law Review* 54 (Summer 2004): 965; Goldstein, “*Nike v. Kasky*.”

45. *Kasky*, 539 U.S. 654, 665 (2003).

Expanding protections for commercial speech

For most of this history, commercial speech received no First Amendment protection at all.⁴⁶ But beginning with *Virginia State Board of Pharmacy v. Virginia Citizens Council*, the Supreme Court began to recognize commercial speech (even basic advertising) as a form of speech entitled to some First Amendment protection, albeit not the same level of protection accorded to “pure” speech.⁴⁷

Governmental restrictions on commercial speech are now governed by a four-part test created by the Supreme Court in *Central Hudson Gas & Electric v. Public Service Commission*. The first part of the test asks whether the speech being regulated “concerns lawful activity and [is not] misleading.”⁴⁸ If the speech fails this initial inquiry, it receives no First Amendment protection at all.⁴⁹ If it passes, the second prong then assesses whether the government interest in the speech is “substantial.”⁵⁰ The third asks whether the regulation directly advances the governmental interest asserted; and the fourth, and final, prong measures the breadth of the regulation to see if it is more extensive than is necessary to serve the stated interest.⁵¹ Though the second and third prongs are comparatively easy for a regulation to meet,⁵² the final prong has become an increasingly sizeable obstacle.⁵³

Central Hudson endures as a test, but its application has not always been even-handed. In *Posadas de Puerto Rico Assoc. v. Tourism Co. of Puerto Rico*, the Supreme Court held that Puerto Rico could ban all outdoor advertising of casinos.⁵⁴ But more recently, in *44 Liquormart*, the Court

46. *Valentine v. Christensen*, 316 U.S. 52 (1942) (upholding constitutionality of a municipal ordinance forbidding distribution of printed handbills for commercial advertising in the streets, even though half of the handbill was devoted to a nominally political protest).

47. *Virginia State Board*, 425 U.S. 748, 762 (1976).

48. *Central Hudson*, 447 U.S. 557, 566 (1980).

49. *Hoffman Estates v. Flipside*, 455 U.S. 489 (1982) (holding that the government may entirely ban commercial speech that proposes illegal transactions); *Friedman v. Rogers*, 440 U.S. 1 (1979) (upholding statute prohibiting the practice of optometry under misleading names).

50. *Central Hudson*, 447 U.S. at 566.

51. *Id.*

52. The Court has upheld as valid government interests the promotion of energy conservation, *id.* at 566; the prevention of drunkenness, *44 Liquormart v. Rhode Island*, 517 U.S. 484 (1996); and the protection of public safety in the context of compounded drugs, *Thompson v. W. States Med. Ctr.*, 535 U.S. 357 (2002).

53. *See, e.g.*, *Central Hudson*, 447 U.S. at 569–72. *See also Lorillard Tobacco Co. v. Reilly*, 533 U.S. 525, 556 (2001) (citing *Florida Bar v. Went for It, Inc.*, 515 U.S. 618 (1995), and striking down state restriction on tobacco advertising).

54. 478 U.S. 328, 344 (1986) (“In short, we conclude that the statute and regulations at issue in this case, as construed by the Superior Court, pass muster under each prong of the *Central*

held that a complete ban on price advertising of liquor failed both the third and fourth prongs of *Central Hudson*.⁵⁵

In summary, at the same time as it has trimmed the definition of commercial speech—thus leaving other, seemingly commercial speech in the full protection of the First Amendment—the Supreme Court has also expanded the protections given to speech it still categorizes as commercial.⁵⁶

***Naming rights as commercial speech:
A second-best option***

Although government speech is, from the schools' perspective, the most desirable category for naming rights—carrying with it almost unlimited power to select and reject sponsors—the commercial speech category also has its advantages. In spite of the increasing protection given to commercial speech—and its increasingly narrow definition—schools that can successfully characterize their naming rights arrangements as the sponsors' commercial speech will retain some power to reject sponsors under the *Central Hudson* test.

Naturally, the best way for schools to argue that naming rights are commercial speech is to highlight the various indicia of advertising and commercialism contemplated in *Bolger*. So, for example, the label "Phil Knight High School" might not be considered commercial speech, even though the Nike Corporation (which Phil Knight founded) paid for the naming rights. But "Nike Gymnasium" would present a closer question, since use of the company's name—particularly in conjunction with a place and activities where its products are used—is more suggestive of commercial intent, which is a relevant consideration under *Bolger* and even more so under the controversial *Kasky* test. Similarly, if the trademark Nike swoosh and the words "Just Do It" were part of the sponsorship arrangement, the arrangement would be seen as even more commercial.

This line of argument may seem somewhat odd, given that schools (faced with the anticommmercialism sentiment described above) probably would not otherwise stress the commercial nature of their naming rights arrangements. Most would prefer—for public relations purposes, at least—to characterize them as charitable contributions. And, just as ironically, sponsors might find that the weight of their arguments against characterizing naming rights as government speech actually pushes them toward the commercial

speech category, where they are still entitled to at least some limited protections. Thus in terms of the legal category of commercial speech, the incentives are somewhat reversed: schools are better served when naming rights are categorized as commercial because they retain greater authority to regulate them, whereas sponsors have a correspondingly larger incentive to stress the noncommercial aspects of the deals because they receive more First Amendment protection under the "pure" noncommercial category.

If a naming rights arrangement is classified as commercial speech, any regulations governing naming rights would very likely pass the four-prong test laid out in *Central Hudson*. The first prong of the test would probably be irrelevant, since most sponsors' names are presumably legal and not "misleading." The second prong—requiring the government to show a substantial interest—would not present a major hurdle for schools, because they could assert that such regulations further the government's interest in education—one of the most "substantial" government interests of all.⁵⁷

In addressing the third prong of *Central Hudson*—which asks whether the regulation at issue directly advances the government interest asserted—schools could rely on existing research about the negative impact of advertising and commercialism on students' ability to learn. The decades-old battles over commercialism in schools have produced ample information from which to draw.⁵⁸

The fourth prong of *Central Hudson*—measuring the potential overbreadth of the regulation—might present a more significant obstacle. Prior to the Supreme Court's 1996 decision in *44 Liquormart*, overbreadth was almost impossible to establish, and the Court repeatedly upheld total bans on entire classes of advertisements.⁵⁹ In *44*

57. See, e.g., *Grutter v. Bollinger*, 539 U.S. 306, 331 (2003) (internal citations omitted) ("We have repeatedly acknowledged the overriding importance of preparing students for work and citizenship, describing education as pivotal to 'sustaining our political and cultural heritage' with a fundamental role in maintaining the fabric of society.").

58. See above, notes 15–20 and accompanying text. See also Seth Grossman, Comment, "Grand Theft Oreo: The Constitutionality of Advergame Regulation," *Yale Law Journal* 115 (October 2005): 227, 234 (arguing that regulation of snack food "advergames" should pass the third prong of *Central Hudson* "so long as the government carefully and thoroughly compiles such evidence of the link between advergames and the health of children").

59. *Compare Posadas*, 478 U.S. at 344 (holding that under *Central Hudson* it was "up to the legislature" to reduce gambling by suppressing in-state casino advertising rather than by applying some less speech-restrictive policy) with *44 Liquormart*, 517 U.S. at 509 ("Given our longstanding hostility to commercial speech regulation of this type, *Posadas* clearly erred in concluding that it was 'up to the legislature' to choose suppression over a less speech-restrictive policy."). See also *Metromedia*, 453 U.S. at 508–13 (White, J., joined by Stewart, Marshall, and Powell, JJ) (finding that total ban on outdoor advertising passed all prongs of *Central Hudson*,

Hudson test. We therefore hold that the Supreme Court of Puerto Rico properly rejected appellant's First Amendment claim.").

55. 517 U.S. at 505–08.

56. See Stern, "In Defense of the Imprecise Definition of Commercial Speech," 72: "The splintered opinions in *44 Liquormart* should not obscure the fact that this decision heralded a more protective attitude toward commercial speech."

Liquormart, however, the Court revived the fourth prong of *Central Hudson* by making it clear that even though the narrowness inquiry is less harsh than strict scrutiny, it nonetheless requires the state to shoulder a “heavy burden of justifying its complete ban on price advertising.”⁶⁰ To carry that burden, schools might turn back to the evidence they marshaled to meet the second prong. Although courts have yet to explicitly note a connection between the second and fourth prongs of *Central Hudson*, logic suggests that it might exist. For example, in the pre-*Central Hudson* case of *Ohralik v. Ohio State Bar Association*, the Supreme Court found that a broad ban preventing lawyers from soliciting clients in person was a permissible regulation of commercial speech, given the important governmental interest in protecting those solicited from undue pressure.⁶¹

Although the commercial speech inquiry is relatively fact-intensive and it is correspondingly difficult to generalize about whether the courts will consider a particular naming rights arrangement to be commercial speech, the discussion here has illuminated some general lessons. Generally, school attorneys hoping to argue that a particular naming rights deal falls within the commercial speech category (thus preserving the school’s broad authority to pick and choose among sponsors), would do well to stress its commercial aspects, including the identity of the sponsor and whether the intended audience (students, for example) are actual or potential buyers.⁶²

FORUM ANALYSIS

It is of course possible that schools or sponsors will characterize school naming rights as neither government speech nor commercial speech but as something else entirely: noncommercial speech on the part of the sponsors. After all, schools and sponsors often refer to such arrangements as charitable donations reciprocated by the school’s show of

even though it failed on other First Amendment grounds); *44 Liquormart*, 517 U.S. at 508 (citing *Metromedia* for the proposition that “Our commercial speech cases recognize some room for the exercise of legislative judgment.”).

60. *44 Liquormart*, 517 U.S. at 516.

61. *Ohralik*, 436 U.S. 447, 468 (1978) (“Under our view of the State’s interest in averting harm by prohibiting solicitation in circumstances where it is likely to occur, the absence of explicit proof or findings of harm or injury is immaterial. The facts in this case . . . demonstrate the need for prophylactic regulation in furtherance of the State’s interest in protecting the lay public.”). *But see In re Primus*, 436 U.S. 412 (1978) (finding that an ACLU lawyer’s letter to a group of indigent political clients falls within the “generous zone of First Amendment protections reserved for associational freedoms” and that “[w]here political expression or association is at issue, this Court has not tolerated the degree of imprecision that often characterized government regulation of the conduct of commercial affairs”).

62. *Kasky*, 45 P.3d 243, 258 (Cal. 2002).

thanks (for example, a plaque displaying the donor’s name), making the exchange very similar to other noncommercial donor-donee relationships. If naming rights are characterized as this kind of noncommercial, nongovernmental speech, sponsors will be entitled to the full protection of the First Amendment and restrictions on their speech will have to meet the forum analysis tests governing pure speech.

Defining the forum

For First Amendment purposes, there are three different forums—public forums, nonpublic forums, and limited public forums—and the power of the government to regulate pure speech depends on the forum in which the speech takes place.⁶³

Traditional public forums are areas “which the State has opened for use by the public as a place for expressive activity.”⁶⁴ The government has little power to regulate speech in such forums. The only permissible restrictions are content-neutral time, place, and manner restrictions or content-based restrictions that are narrowly drawn to serve a compelling state interest.⁶⁵ Fortunately for school boards, naming rights policies are unlikely to create public forums. Nevertheless, if a school board were to fail to exercise control over its sponsors, it might find itself the unsuspecting custodian of a public forum.⁶⁶

By contrast, in nonpublic forums such as military bases and the sidewalks outside post offices, the government has broad power to regulate speech.⁶⁷ Restrictions

63. For the purposes of forum analysis, “place” includes not just physical property but even such channels of communications as intraschool mail systems. *Rosenberger v. Rector and Visitors of the University of Virginia*, 515 U.S. 819, 830 (1995) (“The SAF is a forum more in a metaphysical than in a spatial or geographic sense, but the same principles are applicable.”) (internal citations omitted); *Cornelius v. NAACP Legal Def. and Educ. Fund*, 473 U.S. 788, 801 (1985) (treating charitable contribution fund as property for purposes of forum analysis); *Perry Educ. Ass’n v. Perry Local Educators’ Ass’n*, 460 U.S. 37, 46 (1983) (describing forum analysis).

64. *Perry*, 460 U.S. at 45.

65. *Id.*; *Int’l Soc’y for Krishna Consciousness v. Lee*, 505 U.S. 672, 678 (1992) (upholding reasonable restrictions on distribution of religious literature and solicitation in an airport terminal, which is not a traditional public forum); *Cornelius*, 473 U.S. 788 (holding that Combined Federal Campaign created a nonpublic forum in which restrictions must be reasonable and that refusal to allow certain advocacy groups to participate in that forum abridged their First Amendment Rights).

66. *Brown v. Louisiana*, 383 U.S. 131 (1966) (holding that a silent vigil in a public library is protected, while a noisy and disruptive demonstration would not be); *Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969) (finding that students have a First Amendment-protected right to wear black armbands as a protest, unless they result in disruption of school).

67. *Greer v. Spock*, 424 U.S. 828, 838 (1976); *United States v. Kokinda*, 497 U.S. 720, 730 (1990) (suggesting existence of nonpublic forum but ultimately resolving case on other grounds).

are acceptable, even if based on subject matter or speaker identity, so long as they are “reasonable in light of the purpose served by the forum and are viewpoint neutral.”⁶⁸ In other words, the First Amendment does not prohibit the viewpoint-neutral exclusion of speakers who would hinder the purpose of the nonpublic forum.⁶⁹ A naming rights policy might create a nonpublic forum by simply failing to provide for a sponsor’s expressive activity.⁷⁰

The most likely forum categorization for naming rights policies, however, is the *limited public forum*, a slightly amorphous category that courts have identified as existing when the government opens a forum for expressive activity and intentionally makes it “generally available” to a certain class of speakers.⁷¹ In limited forums, the government can restrict speech based on subject matter and speaker identity, but the restrictions themselves must nonetheless be “narrowly tailored to serve a significant government interest while leaving open ample alternatives.”⁷²

Within the broad category of the limited public forum, the Supreme Court has applied an especially deferential standard to regulations on speech in schools, recognizing that First Amendment claims must be considered “in light of the special characteristics of the school environ-

ment.”⁷³ The two leading cases—familiar to any school attorney—are *Tinker v. Des Moines Independent Community School* and *Hazelwood School District v. Kuhlmeier*. In *Tinker*, the Court held that “[n]either students or teachers shed their constitutional rights to freedom of speech or expression at the schoolhouse gate.”⁷⁴ The Court found that a school’s prohibition on antiwar armbands violated the First Amendment and that the school’s fear of possible disturbance caused by the armbands was not enough, by itself, to justify the ban. *Hazelwood*, however, confirmed that in certain situations a school can restrict student speech, particularly when the speech would otherwise interfere with the educational mission of the school. *Hazelwood* thus stands for the proposition that materials to which students might be exposed can be regulated in some circumstances, especially for curricular purposes.⁷⁵ Importantly for the present discussion, *Hazelwood* appears to encompass other means of expression—presumably including school names themselves—that bear the imprimatur of the school.⁷⁶

The application of forum analysis does appear to depend somewhat on the speaker’s identity, at least when the speech is religious. In *Lamb’s Chapel v. Center Moriches Union Free School District*, the Supreme Court held that after-school use of school property created a limited forum but nonetheless struck down as viewpoint discrimination a school’s ban on after-school religious activities.⁷⁷ *Lamb’s Chapel* can probably be explained as a product of the Court’s solicitude for religious freedom. It suggests that religious sponsors represent a “viewpoint” rather than a “subject matter” and thus that regulations restricting their speech are bound to fail.

The Way Forward

Naturally, it is difficult to predict the legal results of still-unfiled cases challenging nonexistent naming rights policies. Indeed, the most important take-home point of this article is that schools must be aware of the First Amend-

68. *Perry*, 460 U.S. at 49.

69. This fact of course raises the possibility that government actors might try to justify as “viewpoint-neutral” an otherwise invalid viewpoint-based restriction by pointing instead to the disruptive reaction caused by expression of that viewpoint. A school board, for example, might reject a controversial sponsor based on disruption that opposition to the sponsor would create. In the words of one court, though, “the First Amendment knows no heckler’s veto.” *Robb v. Hungerbeeler*, 370 F.3d 735, 743 (8th Cir. 2004) (holding that possible dangerous public reaction is insufficient rationale to bar the Ku Klux Klan from the Adopt a Highway Program).

70. See *DeLoretto v. Downy Unified Sch. Dist.*, 196 F.3d 958, 968–69 (9th Cir. 1999) (inferring and upholding existence of a “commercial only” policy that created a nonpublic forum in a school that had only ever accepted commercial advertisements and later refused to post the Ten Commandments); Mary Jean Dolan, “The Special Public Purpose Forum and Endorsement Relationships: New Extensions of Government Speech,” *Hastings Constitutional Law Quarterly* 31 (Winter 2004): 71, 126 (“In choosing sponsors and partners, government does not intend to open a forum for private speech, but rather to obtain assistance to leverage its own ability to act.”).

71. See, generally, Ronnie J. Fischer, “‘What’s in a Name?: An Attempt to Resolve the ‘Analytic Ambiguity’ of the Designated and Limited Public Fora,” *Dickinson Law Review* 107 (Winter 2003): 639; *Int’l Soc’y for Krishna Consciousness*, 505 U.S. at 678–79.

72. *Perry*, 460 U.S. at 49; *Mainstream Loudoun v. Bd. of Trustees of Library*, 24 F. Supp. 2d 552, 562 (E.D. Va. 1998) (enjoining, on First Amendment grounds, library trustees from enforcing policy on Internet sexual harassment prohibiting access to certain content-based categories of Internet publications).

73. *Hazelwood Sch. Dist. v. Kuhlmeier*, 484 U.S. 260, 266 (1988) (quoting *Tinker*, 393 U.S. at 506).

74. *Tinker*, 393 U.S. at 506.

75. 484 U.S. at 261. This point regarding curriculum obviously raises a parallel with the earlier discussion of naming rights as curricula (see n. 31 and accompanying text above), which cast their curricular value as indicative of government speech. Nevertheless, as Bezanson and Buss write, *Hazelwood* “did not rest on a clearly defined idea of government speech,” but rather “on doctrines premised on government’s role as regulator.” Randall P. Bezanson and William G. Buss, “The Many Faces of Government Speech,” 86 *Iowa Law Review* 86 (August 2001): 1377, 1418. See also *Bethel School District No. 403 v. Fraser*, 478 U.S. 675, 685 (1986) (holding that a school need not tolerate student speech that interferes with its “basic educational mission”).

76. 484 U.S. at 269.

77. 508 U.S. 384, 392–94 (1993).

ment implications of naming rights—an awareness that few schools have demonstrated thus far. How schools can address those concerns—balancing the competing policy considerations for and against naming rights without running afoul of the First Amendment—is a matter for the sound discretion of individual school boards and their attorneys. Nevertheless, some general observations and recommendations are possible.

THE NEED FOR POLICIES

By far the most troubling trend in school naming rights is the degree to which schools seem to be operating without reference to any written policies whatsoever. Unlike universities, which generally have well-researched and very specific policies governing sales of naming rights, most school board policies refer only in general terms to naming schools after landmarks or historical figures.⁷⁸ Sometimes they rely on community nominations and voting to select names for buildings or facilities.⁷⁹ The closest most school boards come to recognizing sales of naming rights are policies allowing school facilities to be named after individuals who have made “contributions” to the schools or community.⁸⁰ Even then, it is clear from their wording and application that most of these policies were drafted to recognize nonfinancial contributions such as long-standing service. Some school boards—including a few in North Carolina—do have policies recognizing the possibility of exchanging naming rights for remuneration, but the vast majority apparently do not.⁸¹

This lack of a pre-existing policy raises constitutional red flags, primarily because it opens school boards up to charges that they have rejected a particular sponsor based on disapproval of that sponsor’s viewpoint.⁸² Some school

officials may not believe that having a naming rights policy is important. Nonetheless, a pre-existing, written policy gives a school something to point to when claiming that a decision to reject a sponsor was driven by larger policy concerns, not by animus for the sponsor’s viewpoint. A policy could even be as simple as the following statement: “In light of the need to protect student health and encourage healthy eating, Carolina County schools will not enter into naming rights arrangements with companies that sell soft drinks.” A would-be sponsor might argue that it does not fall within the policy’s scope, but it would find it much harder to claim viewpoint discrimination if other, similar sponsors are also excluded.

Of course, a poorly drafted policy could itself raise First Amendment concerns. Commercial entities might, for example, challenge a policy that excludes all or some commercial sponsors,⁸³ and religious organizations might do so if a policy excludes them.⁸⁴ But even if they are not a fail-safe defense, pre-existing naming rights policies undoubtedly carry substantial advantages.

FOLLOWING POLICIES

Simply drawing up a policy governing school naming rights sales is not enough. To safeguard against First Amendment challenges, a policy must be followed scrupulously once it is put in place, a simple enough prescription that governmental actors in other areas have had difficulty following—often with disastrous results for the government.⁸⁵

lack of clear, specific, narrowly drafted government standards or policies that are consistently enforced has often been the problem in these advertising-on-government-property cases.”)

83. Mary Jean Dolan, “The Special Public Purpose Forum and Endorsement Relationships: New Extensions of Government Speech,” *Hastings Constitutional Law Quarterly* 31 (Winter 2004), 83 (“While a ‘commercial ads only’ policy does block most speech against public policy, it is an open question whether governments can further exclude a subset of such speech, typically alcohol and tobacco ads, where promoting such products contravenes the administration’s values” (internal citation omitted)).

84. *Lamb’s Chapel*, 508 U.S. at 394.

85. Courts in a number of First Amendment cases have found that the lack of practical oversight over a policy was sufficient to create a public forum for free speech. *See, e.g.*, *Christ’s Bride Ministries, Inc. v. Se. Pa. Transp. Auth.*, 148 F.3d 242, 251 (3d Cir. 1998), *cert. denied*, 525 U.S. 1068 (1999) (“In effect, SEPTA’s reservation of the right to reject any ad for any reason does not conclusively show that it intended to keep the forum closed.”); *Planned Parenthood Ass’n/Chicago Area v. Chicago Transit Auth.*, 767 F.2d 1225, 1232 (7th Cir. 1985) (finding that the city had created a limited public forum—despite its policy banning “immoral, vulgar, or disreputable” ads—because in practice it failed to distinguish among advertisers); *AIDS Action Comm. of Mass., Inc. v. Mass. Bay Transp. Auth.*, 42 F.3d 1, 24–25 (1st Cir. 1994) (finding that it was “exceedingly difficult to say whether the MBTA designated the interiors of its cars as public fora,” since there was little evidence in the record about past practice with regard to ad

78. *See, e.g.*, Durham (N.C.) Public Schools, Regulation 6090, “Naming Public Schools” (revised 1999): “New schools built in the Durham Public Schools normally will be named after townships, regions, or community characteristics.” Available at www.dspnc.net (search “6090”).

79. *See, e.g.*, Buncombe County Board of Education, Policy # 535 (adopted December 9, 1993), which allows individuals to propose names to the superintendent, who must obtain the Board of Education’s “informal approval.” Available at www.buncombe.k12.nc.us/modules/Downloads/files/namschl535ar.pdf.

80. *See, e.g.*, Shenandoah County (Va.) Public Schools, “Naming School Facilities” (adopted January 14, 1997), www.shenandoah.k12.va.us/pdf/policymanual/Sec%20F%2005-06.pdf.

81. *See, e.g.*, the policy of the Carteret County (N.C.) Public School System (revised January 2006), which notes that “[i]ndividual buildings, rooms or areas within buildings, or other structure on school campuses may be named in memory or honor of . . . [a]n individual who has helped students succeed through significant financial contribution or the donation of personal property.”

82. Irene Segal Ayers, “What Rudy Hasn’t Taken Credit For: First Amendment Limits on Regulation of Advertising on Government Property,” *Arizona Law Review* 42, no. 1 (2000): 607, 623–24 (“The

In other areas of sponsorship and public-private participation, courts have repeatedly upheld First Amendment challenges on the grounds that the government—by failing to police a supposed forum—has (perhaps inadvertently) created a public forum where restrictions on speech are nearly impossible to justify.⁸⁶ The lesson for school boards is clear: once a naming rights policy is put in place, schools must be careful to follow its terms.

THE CONTENT OF THE POLICY

A myriad of options are available to school boards preparing to adopt policies on the sale of naming rights. Many school boards across the country have already opened their doors to commercial sponsors; others have barred commercial sponsorship altogether; and still others have attempted to chart a middle course.⁸⁷

The ultimate content of a naming rights policy—what it says about which sponsors it will and will not accept—is a decision that can only be made by school boards themselves. The Constitution does not mandate any particular decision, and schools are generally free to draw up policies as they see fit, subject to the First Amendment restrictions set out above. School officials that adopt a commercial sponsors-only policy—in an attempt, perhaps, to exclude religious sponsors—would be wise to familiarize themselves with commercial speech doctrine, since most sponsor dis-

putes fall under that rubric. As discussed above, challenges to regulation of commercial speech often rise or fall on the importance of the government interest asserted. School boards and their attorneys would therefore also be well-advised to gather evidence about the government interests served by their restrictions (or, better yet, state them in their policies). Schools choosing to exercise more control over their naming rights arrangements—perhaps in an attempt to win the coveted “government speech” designation—would do well to make it clear in their written policies that they consider their schools’ names to be important forms of expression in their own right.⁸⁸ Even if this kind of language does not by itself create government speech, it may have the added benefit of pushing naming rights into the same arena as the limited public forum cases that have upheld schools’ right to regulate speech for curricular purposes.⁸⁹

Conclusion

So far, there are no reported cases of would-be sponsors challenging their exclusion from a school’s naming rights policy. If school boards are attentive to the concerns raised in this article, that happy state of affairs may very well continue. More likely, however, some disgruntled sponsor will seek constitutional redress, as would-be sponsors in so many other areas of government sponsorship have done. Sponsors’ successes in those cases suggest that they may succeed, even in the school naming rights arena, and that schools could be forced to accept naming rights deals from unsavory commercial or political groups. This article has attempted to describe the First Amendment standards implicated by school naming rights deals so that schools and their attorneys can formulate policies that guard against that possibility. ■

selection); *see also* Frayda S. Bluestein, “A Funny Thing Happened on the Way to the Forum: Free Speech Issues with Government Websites” (unpublished manuscript on file with author, September 2001), 5.

86. The only acceptable regulations on speech in a public forum are time, place, and manner restrictions that are viewpoint neutral, or content-based restrictions that are narrowly drawn to serve a significant government purpose. *Widmar v. Vincent*, 454 U.S. 263, 269–70 (1981).

87. *See, e.g.*, Carteret County (N.C.) Public School System (*see above*, note 81); Center for Commercial-Free Public Education, “San Francisco Passes the Commercial-Free Schools Act, Not for Sale” (Spring 2000), www.ibiblio.org/commercialfree/newsletters/n1300_1.html (last visited July 12, 2006); Citizens’ Campaign for Commercial-Free Schools, “Corporations Lose Battle for Seattle Schools,” (November 21, 2001), www.asu.edu/educ/epspl/CERU/Articles/CERU-0111-060OWI.doc (last visited July 12, 2006).

88. *See, e.g.*, Rochester City School Board, Policy Manual 75000, “Naming New Facilities” (revised August 20, 1998), referring to the curricular value of naming rights. Available at www.rcsdk12.org/BOE/PM/PM%20pdfs/7000/7500%20Naming%20Facilities.pdf.

89. *See, e.g.*, *Hazelwood Sch. Dist. v. Kuhlmeier*, 484 U.S. 260, 276 (1988).



Date: April 10, 2014

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Budget Resolution Amendment #2 (2013-2014)

Staff Liaison Present: Aaron J. Beaulieu
Paul D. LeSieur

Phone # 560-3544
560-3635

Main Points:

- Budget Resolution Amendment #2 will give the Board of Education an update on the status of the adopted budget for the current school year.

Administration submits the attached amendment for discussion and subsequent approval.

Fiscal Implications:

This amendment adjusts all accounts balances from January 22, 2014 through March 24, 2014.

Strategic Plan Alignment:

None.

<u>Purpose</u>			
Information <input type="checkbox"/>	Discussion <input checked="" type="checkbox"/>	Action <input type="checkbox"/>	Consent <input type="checkbox"/>
Reviewed by:	<input checked="" type="checkbox"/> Finance _____	<input type="checkbox"/> Attorney _____	



2013-2014
BUDGET AMENDMENT #2





DURHAM PUBLIC SCHOOLS

2013-14 BUDGET AMENDMENT 2

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2013-2014

BUDGET AMENDMENT #2



Section 1

SUMMARY

**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2**

1. The budget for Durham Public Schools stands at approximately \$422.85 million per Budget Amendment # 2 which is an increase of approximately \$ 1.80 million from Budget Amendment #1 reconciled as follows:
Changes reflected in this Amendment are from January 22 to March 24, 2014.

DPS Budget per Budget Admendment #1	421,048,738.95
Increase / Decrease	1,806,129.17
DPS Budget per Budget Amendment #2	422,854,868.12

2. The following is the change in the budget by fund from Budget Amendment # 1 to Budget Amendment # 2:

	Budget per Amendment #1	Increase / (Decrease)	Budget per Amendment #2	%
State	180,812,760.00	1,639,360.00	182,452,120.00	43.2%
Local	133,281,871.00	-	133,281,871.00	31.5%
Federal	31,112,311.27	0.95	31,112,312.22	7.4%
Capital Outlay	52,839,701.74	32,676.47	52,872,378.21	12.5%
Child Nutrition	15,911,016.00	-	15,911,016.00	3.8%
Grant	7,091,078.94	134,091.75	7,225,170.69	1.7%
Total	421,048,738.95	1,806,129.17	422,854,868.12	100.0%

3. The following is the change in the budget by expense purpose from Budget Amendment # 1 to Budget Amendment #2:

	Budget per Amendment #1	Increase / (Decrease)	Budget per Amendment #2	%
Instructional Services	265,723,201.62	1,450,392.53	267,173,594.15	63.2%
System Wide Support Services	71,775,447.04	(277,209.86)	71,498,237.18	16.9%
Ancillary Services	19,648,221.97	26,018.00	19,674,239.97	4.7%
Non-Programmed Services	19,928,435.74	24,594.51	19,953,030.25	4.7%
Capital Outlay	43,973,432.58	582,333.99	44,555,766.57	10.5%
Total	421,048,738.95	1,806,129.17	422,854,868.12	100.0%

4. The following is a summary of the major increases / decreases included in the budget per Budget Amendment #2:

	Increase / (Decrease)
State Fund	
1. PRC 016 Summer Reading Camps	486,321.00
2. PRC 030 Digital Learning	231,798.00
3. PRC 032 Children with Special Needs	55,546.00
4. PRC 056 Transportation of Pupils	120,414.00
5. Second Month ADM Adjustment (various PRCs)	890,124.00
6. NCVPS and Other Adjustments	(144,843.00)
Total	1,639,360.00
Local Fund	
1. Unchanged	-
Total	-
Federal Fund	
4. PRC 117 School Improvement Grant	0.95
Total	0.95

**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2**

Capital Outlay

1.	Miscellaneous Revenues	32,676.47
Total		32,676.47

Child Nutrition

1.	Unchanged	-
Total		-

Grants

1.	PRC 535 Stars Grant (21st Century)	99,422.00
2.	PRC 754 Riverside Engineering Grant	5,000.00
3.	PRC 828 NC New Schools_Southern HS	5,000.00
4.	PRC 829 The Gathering Church-Tech Grant	5,000.00
5.	PRC 831 Cooking, Nutrition & Outdoor Education	9,260.00
6.	PRC 832 Latino Family School & Community	7,733.33
7.	Other	2,676.42
Total		134,091.75

Total Increase / (Decrease)	1,806,129.17
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Passed by majority vote of the Board of Education of Durham Public Schools on this 24th day of April, 2014.

Adopted this _____ day of _____, 2014.

_____ Chairman

DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
Summary of Funds

The Durham County Board of Education at a meeting on the 24th day of April passed the following resolution. Be it resolved that the following Amendment be made to the Budget Resolution for the fiscal year ending June 30, 2014.

Code #	Description	\$ Increases / (Decreases)
5000	Instructional Services	1,450,392.53
6000	System Wide Support Services	(277,209.86)
7000	Ancillary Services	26,018.00
8000	Non-Programmed Services	24,594.51
9000	Capital Outlay	582,333.99
Total		\$ 1,806,129.17

Explanation: The second Amendment to the all funds represents an increase of \$1,806,129.17. The increase represents increases in the following appropriations from the State Public School Fund through allotment revision #27:

Adjustments made between purposes and PRCs to capture current needs.

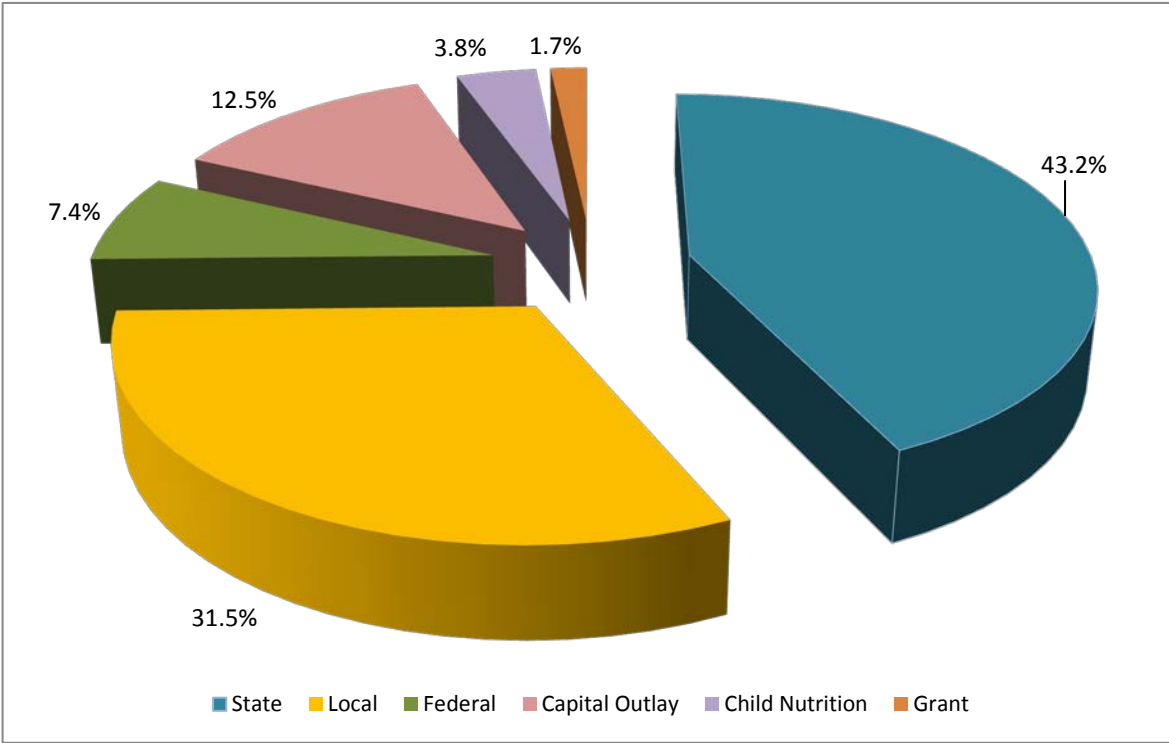
Total Increase / (Decrease)	<u>\$ 1,806,129.17</u>
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The following represents the State Fund as amended per Budget Amendment #1:

Total Appropriation in Current Budget	421,048,738.95
Amount of Increase (Decrease) of Above Amendment	1,806,129.17
Total Appropriation in Current Amended Budget	<u>\$ 422,854,868.12</u>

**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
REVENUES BY FUND**

Fund	Amount	Percent
State	\$ 182,452,120.00	43.2%
Local	133,281,871.00	31.5%
Federal	31,112,312.22	7.4%
Capital Outlay	52,872,378.21	12.5%
Child Nutrition	15,911,016.00	3.8%
Grant	7,225,170.69	1.7%
Total Revenue	\$ 422,854,868.12	100.0%

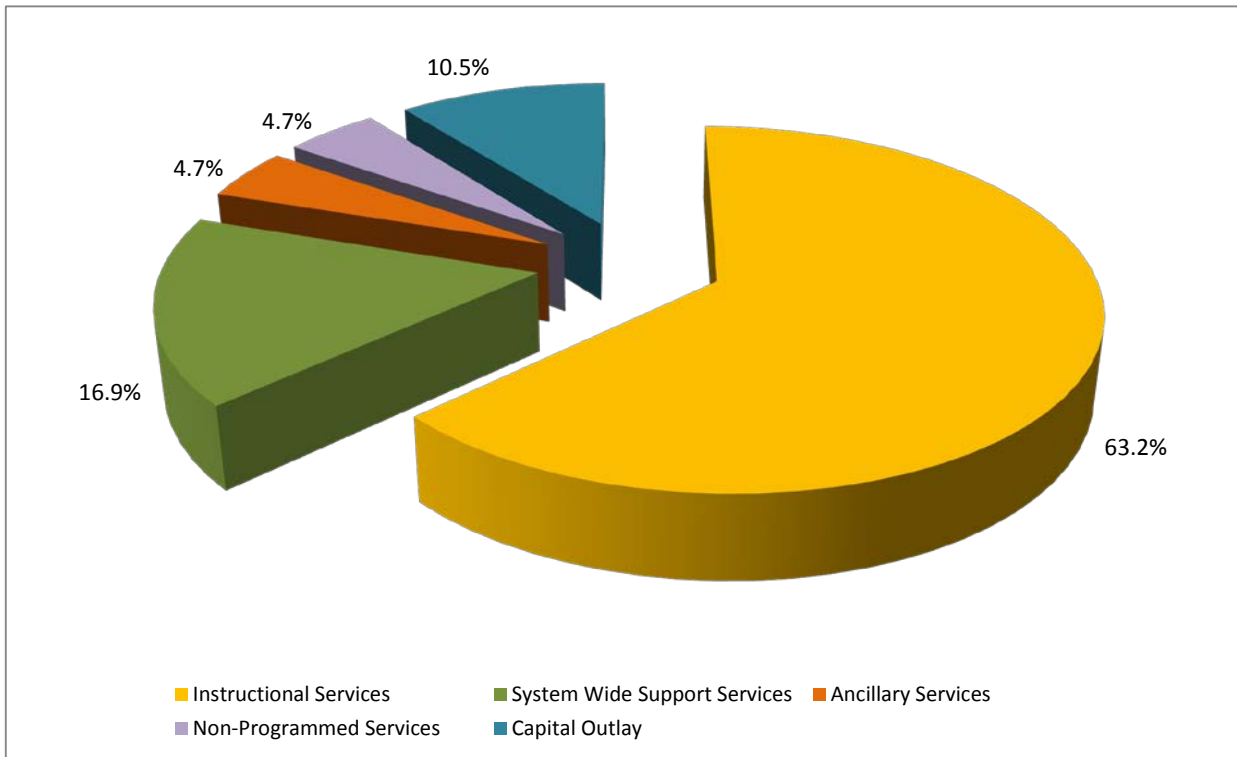


Durham Public Schools
 Budget Amendment #2
 Amendment by Fund
 Fiscal Year 2013-14

Fund	Budget Resolution	Budget Amendment #1	Budget Amendment #2	Budget Amendment #3	Amended Budget
State	177,526,967.00	3,285,793.00	1,639,360.00		182,452,120.00
Local	133,276,591.00	5,280.00	-		133,281,871.00
Federal	26,865,327.87	4,246,983.40	0.95		31,112,312.22
Capital Outlay	53,143,753.61	(304,051.87)	32,676.47		52,872,378.21
Child Nutrition	15,186,016.00	725,000.00	-		15,911,016.00
Grant	6,886,806.31	204,272.63	134,091.75		7,225,170.69
Total	412,885,461.79	8,163,277.16	1,806,129.17	-	422,854,868.12
<u>Percentage Mix</u>					
State	43.0%	40.3%	90.8%		43.2%
Local	32.3%	0.1%	0.0%		31.5%
Federal	6.5%	52.0%	0.0%		7.4%
Capital Outlay	12.9%	-3.7%	1.8%		12.5%
Child Nutrition	3.7%	8.9%	0.0%		3.8%
Grant	1.7%	2.5%	7.4%		1.7%
Total	100.0%	100.0%	100%	0%	100.0%

**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
EXPENSE BY PURPOSE**

Expenditures	Amount	Percent
Instructional Services	\$ 267,173,594.15	63.2%
System Wide Support Services	71,498,237.18	16.9%
Ancillary Services	19,674,239.97	4.7%
Non-Programmed Services	19,953,030.25	4.7%
Capital Outlay	44,555,766.57	10.5%
Total Revenue	\$ 422,854,868.12	100.0%



Durham Public Schools
 Budget Amendment #2
 Budget by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
Budget Dollars						
5000	Instructional Services	261,566,135.12	4,157,066.50	1,450,392.53		267,173,594.15
6000	System Wide Support Services	68,043,784.76	3,731,662.28	(277,209.86)		71,498,237.18
7000	Ancillary Services	18,766,337.45	881,884.52	26,018.00		19,674,239.97
8000	Non-Programmed Services	20,539,700.48	(611,264.74)	24,594.51		19,953,030.25
9000	Capital Outlay	43,969,503.98	3,928.60	582,333.99		44,555,766.57
Total		412,885,461.79	8,163,277.16	1,806,129.17	-	422,854,868.12

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
Percentage Mix						
5000	Instructional Services	63.4%	50.9%	80.3%		63.2%
6000	System Wide Support Services	16.5%	45.7%	-15.4%		16.9%
7000	Ancillary Services	4.6%	10.8%	1.4%		4.7%
8000	Non-Programmed Services	5.0%	-7.5%	1.4%		4.7%
9000	Capital Outlay	10.7%	0.1%	32.2%		10.5%
Total		100.0%	100.0%	100%	0%	100.0%

Durham Public Schools
 Budget Amendment #2
 Budget by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
5000- Instructional Services							
5100	Regular Instructional Services	134,038,043.39	1,193.71	1,120,437.90		135,159,675.00	31.96%
5200	Special Population Instructional Services	54,770,866.71	371,944.65	(1,371,073.51)		53,771,737.85	12.72%
5300	Alternative Program Instructional Services	27,614,393.75	2,966,786.06	570,536.85		31,151,716.66	7.37%
5400	School Leadership Services	21,254,801.34	(323,619.80)	245,376.82		21,176,558.36	5.01%
5500	Co-Curricular Services	2,636,181.30	(18,152.00)	9,484.00		2,627,513.30	0.62%
5800	School Based Support Services	21,251,848.63	1,158,913.88	875,630.47		23,286,392.98	5.51%
		261,566,135.12	4,157,066.50	1,450,392.53	-	267,173,594.15	63.19%
6000- System-Wide Support Services							
6100	Support and Development Services	3,046,449.06	20,609.00	(15,323.00)		3,051,735.06	0.72%
6200	Special Population Support Services	1,398,169.43	303,972.00	92,214.00		1,794,355.43	0.42%
6300	Alternative Program Support Services	512,730.00	339,312.15	3,301.60		855,343.75	0.20%
6400	Technology Support Services	5,216,208.00	303,098.00	(209,275.00)		5,310,031.00	1.26%
6500	Operational Support Services	42,618,605.56	3,333,891.63	(392,212.96)		45,560,284.23	10.77%
6600	Financial and Human Resources Services	6,878,405.00	(82,964.00)	185,845.00		6,981,286.00	1.65%
6700	Accountability Services	2,166,373.00	(461,819.00)	2,562.00		1,707,116.00	0.40%
6800	System-Wide Pupil Support Services	1,681,838.71	60,533.50	58,884.50		1,801,256.71	0.43%
6900	Leadership Services	4,525,006.00	(84,971.00)	(3,206.00)		4,436,829.00	1.05%
		68,043,784.76	3,731,662.28	(277,209.86)	-	71,498,237.18	16.90%
7000- Ancillary Services							
7100	Community Services	4,245,255.30	156,882.52	22,235.00		4,424,372.82	1.05%
7200	Nutrition Services	14,521,082.15	725,002.00	3,783.00		15,249,867.15	3.61%
		18,766,337.45	881,884.52	26,018.00	-	19,674,239.97	4.66%
8000- Non-Programmed Charges							
8100	Payments to Other Governmental Units	16,989,149.19	136,968.18	6,213.18		17,132,330.55	4.05%
8200	Unbudgeted Funds	2,707,499.74	(767,732.92)	18,381.33		1,958,148.15	0.46%
8500	Contingency	843,051.55	19,500.00	-		862,551.55	0.20%
8700	Scholarships	-	-	-		-	0.00%
		20,539,700.48	(611,264.74)	24,594.51	-	19,953,030.25	4.71%
9000- Capital Outlay							
9000	Capital Outlay	43,969,503.98	3,928.60	582,333.99		44,555,766.57	10.54%
		43,969,503.98	3,928.60	582,333.99	-	44,555,766.57	10.54%
Total		412,885,461.79	8,163,277.16	1,806,129.17	-	422,854,868.12	100.0%

Durham Public Schools
 Budget Amendment #2
 Budget by Fund and Purpose
 Fiscal Year 2013-14

Purpose	Description	State	Local	Federal	Capital Outlay	Child Nutrition	Grant	Amended Budget
Budget Dollars								
5000	Instructional Services	161,252,010.00	70,490,902.00	27,551,467.78	5,646,556.18	-	2,232,658.19	267,173,594.15
6000	System Wide Support Services	21,063,243.00	46,482,072.00	2,025,159.41	1,807,503.91	-	120,258.86	71,498,237.18
7000	Ancillary Services	136,867.00	1,364,682.00	-	-	15,022,169.00	3,150,521.97	19,674,239.97
8000	Non-Programmed Services	-	14,944,215.00	1,535,685.03	862,551.55	888,847.00	1,721,731.67	19,953,030.25
9000	Capital Outlay	-	-	-	44,555,766.57	-	-	44,555,766.57
Total		182,452,120.00	133,281,871.00	31,112,312.22	52,872,378.21	15,911,016.00	7,225,170.69	422,854,868.12

Purpose	Description	State	Local	Federal	Capital Outlay	Child Nutrition	Grant	Amended Budget
Percentage Mix								
5000	Instructional Services	88.38%	52.89%	88.55%	10.68%	0.00%	30.90%	63.18%
6000	System Wide Support Services	11.54%	34.88%	6.51%	3.42%	0.00%	1.66%	16.91%
7000	Ancillary Services	0.08%	1.02%	0.00%	0.00%	94.41%	43.60%	4.65%
8000	Non-Programmed Services	0.00%	11.21%	4.94%	1.63%	5.59%	23.83%	4.72%
9000	Capital Outlay	0.00%	0.00%	0.00%	84.27%	0.00%	0.00%	10.54%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Durham Public Schools
 Budget Amendment #2
 Budget by Fund and Purpose
 Fiscal Year 2013-14

Purpose	Description	State	Local	Federal	Capital Outlay	Child Nutrition	Grant	Amended Budget	% Mix
5000- Instructional Services									
5100	Regular Instructional Services	86,274,018.00	40,901,121.00	1,754,890.57	5,646,556.18	-	583,089.25	135,159,675.00	31.96%
5200	Special Population Instructional Services	41,675,102.00	6,143,985.00	5,468,797.84	-	-	483,853.01	53,771,737.85	12.72%
5300	Alternative Program Instructional Services	8,947,915.00	3,771,971.00	17,585,376.71	-	-	846,453.95	31,151,716.66	7.37%
5400	School Leadership Services	11,162,249.00	9,539,022.00	474,787.36	-	-	500.00	21,176,558.36	5.01%
5500	Co-Curricular Services	-	2,563,072.00	-	-	-	64,441.30	2,627,513.30	0.62%
5800	School Based Support Services	13,192,726.00	7,571,731.00	2,267,615.30	-	-	254,320.68	23,286,392.98	5.51%
		161,252,010.00	70,490,902.00	27,551,467.78	5,646,556.18	-	2,232,658.19	267,173,594.15	63.19%
6000- System-Wide Support Services									
6100	Support and Development Services	615,569.00	2,202,602.00	229,796.92	-	-	3,767.14	3,051,735.06	0.72%
6200	Special Population Support Services	306,488.00	655,076.00	832,791.43	-	-	-	1,794,355.43	0.42%
6300	Alternative Program Support Services	-	563,721.00	291,622.75	-	-	-	855,343.75	0.20%
6400	Technology Support Services	249,220.00	5,060,811.00	-	-	-	-	5,310,031.00	1.26%
6500	Operational Support Services	15,922,253.00	27,142,084.00	670,948.31	1,807,503.91	-	17,495.01	45,560,284.23	10.77%
6600	Financial and Human Resources Services	1,790,301.00	5,190,985.00	-	-	-	-	6,981,286.00	1.65%
6700	Accountability Services	504,725.00	1,202,391.00	-	-	-	-	1,707,116.00	0.40%
6800	System-Wide Pupil Support Services	257,874.00	1,444,386.00	-	-	-	98,996.71	1,801,256.71	0.43%
6900	Leadership Services	1,416,813.00	3,020,016.00	-	-	-	-	4,436,829.00	1.05%
		21,063,243.00	46,482,072.00	2,025,159.41	1,807,503.91	-	120,258.86	71,498,237.18	16.90%
7000- Ancillary Services									
7100	Community Services	10,306.00	1,272,504.00	-	-	-	3,141,562.82	4,424,372.82	1.05%
7200	Nutrition Services	126,561.00	92,178.00	-	-	15,022,169.00	8,959.15	15,249,867.15	3.61%
		136,867.00	1,364,682.00	-	-	15,022,169.00	3,150,521.97	19,674,239.97	4.66%
8000- Non-Programmed Charges									
8100	Payments to Other Governmental Units	-	14,944,215.00	681,082.96	-	888,847.00	618,185.59	17,132,330.55	4.05%
8200	Unbudgeted Funds	-	-	854,602.07	-	-	1,103,546.08	1,958,148.15	0.46%
8500	Contingency	-	-	-	862,551.55	-	-	862,551.55	0.20%
8700	Scholarships	-	-	-	-	-	-	-	0.00%
		-	14,944,215.00	1,535,685.03	862,551.55	888,847.00	1,721,731.67	19,953,030.25	4.71%
9000- Capital Outlay									
9000	Capital Outlay	-	-	-	44,555,766.57	-	-	44,555,766.57	10.54%
		-	-	-	44,555,766.57	-	-	44,555,766.57	10.54%
Total		182,452,120.00	133,281,871.00	31,112,312.22	52,872,378.21	15,911,016.00	7,225,170.69	422,854,868.12	100.00%

2013-2014

BUDGET AMENDMENT #2



Section 2

STATE FUND BUDGET

DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
State Fund Summary

The Durham County Board of Education at a meeting on the 24th day of April passed the following resolution. Be it resolved that the following Amendment be made to the Budget Resolution for the fiscal year ending June 30, 2014.

Code #	Description	\$ Increases / (Decreases)
5000	Instructional Services	247,497.00
6000	System Wide Support Services	1,388,255.00
7000	Ancillary Services	3,608.00
Total		\$ 1,639,360.00

Explanation: The second Amendment to the State fund represents an increase of \$1,639,360. The increase represents increases in the following appropriations from the State Public School Fund through allotment revision # 27:

- The 2nd Month ADM Adjustment
- Allocation to Cover the Cost of Teacher Substitutes
- Summer Reading Camps
- Digital Learning
- FY 2013-14 Transportation Allotment - Fuel Allocations
- EC Special Programs for Students with Disabilities
- ABC Waivers

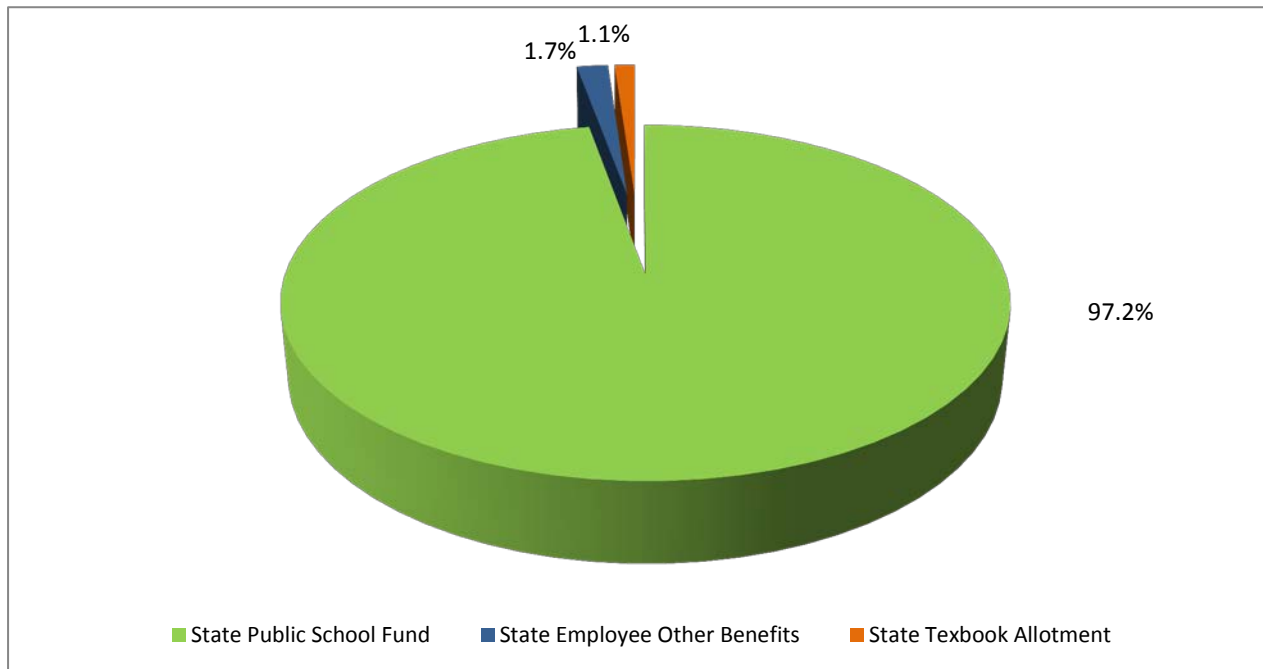
Total Increase / (Decrease)	\$ 1,639,360.00
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The following represents the State Fund as amended per Budget Amendment #2:

Total Appropriation in Current Budget	180,812,760.00
Amount of Increase (Decrease) of Above Amendment	1,639,360.00
 Total Appropriation in Current Amended Budget	 \$ 182,452,120.00

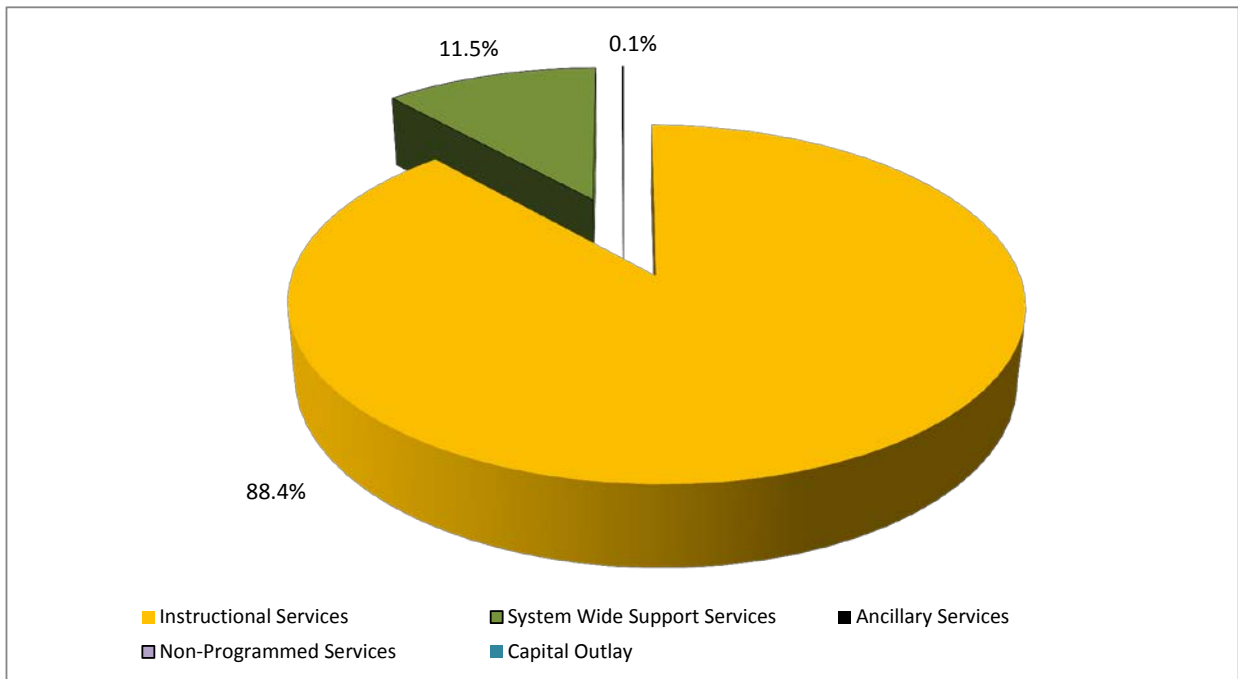
**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
STATE FUND REVENUES**

Revenues	Amount	Percent
State Public School Fund	\$ 177,270,425.00	97.2%
State Employee Other Benefits	3,130,777.00	1.7%
State Textbook Allotment	2,050,918.00	1.1%
Total Revenue	\$ 182,452,120.00	100.0%



**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
STATE EXPENSE BY PURPOSE**

Expenditures	Amount	Percent
Instructional Services	\$ 161,252,010.00	88.4%
System Wide Support Services	21,063,243.00	11.5%
Ancillary Services	136,867.00	0.1%
Non-Programmed Services	-	0.0%
Capital Outlay	-	0.0%
Total Expenditure	\$ 182,452,120.00	100.0%



Durham Public Schools
 Budget Amendment #2
 State Fund by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
State Fund Expenditures							
5000	Instructional Services	\$ 159,549,431.00	\$ 1,455,082.00	\$ 247,497.00		\$ 161,252,010.00	89.87%
6000	System Wide Support Services	17,844,280.00	1,830,708.00	1,388,255.00		21,063,243.00	10.05%
7000	Ancillary Services	133,256.00	3.00	3,608.00		136,867.00	0.08%
8000	Non-Programmed Services	-	-	-		-	0.00%
9000	Capital Outlay	-	-	-		-	0.00%
Total		177,526,967.00	3,285,793.00	1,639,360.00	-	182,452,120.00	100.0%
State Fund Revenues							
3100	State Public School Fund	\$ 173,262,884.00	\$ 2,860,585.00	\$ 1,146,956.00		\$ 177,270,425.00	97.60%
3101	State Employee Other Benefits	2,218,326.00	425,208.00	487,243.00		3,130,777.00	1.25%
3211	State Textbook Allotment	2,045,757.00	-	5,161.00		2,050,918.00	1.15%
Total		177,526,967.00	3,285,793.00	1,639,360.00	-	182,452,120.00	100%

Durham Public Schools
 Budget Amendment #2
 State Fund by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
5000- Instructional Services							
5100	Regular Instructional Services	90,891,264.00	(5,013,382.00)	396,136.00		86,274,018.00	51.20%
5200	Special Population Instructional Services	39,276,605.00	3,467,927.00	(1,069,430.00)		41,675,102.00	22.12%
5300	Alternative Program Instructional Services	9,070,249.00	(604,685.00)	482,351.00		8,947,915.00	5.11%
5400	School Leadership Services	11,028,039.00	107,631.00	26,579.00		11,162,249.00	6.21%
5500	Co-Curricular Services	-	-	-		-	0.00%
5800	School Based Support Services	9,283,274.00	3,497,591.00	411,861.00		13,192,726.00	5.23%
		159,549,431.00	1,455,082.00	247,497.00	-	161,252,010.00	89.9%
6000- System-Wide Support Services							
6100	Support and Development Services	590,729.00	23,653.00	1,187.00		615,569.00	0.33%
6200	Special Population Support Services	230,404.00	4.00	76,080.00		306,488.00	0.13%
6300	Alternative Program Support Services	-	-	-		-	0.00%
6400	Technology Support Services	260,519.00	215,825.00	(227,124.00)		249,220.00	0.15%
6500	Operational Support Services	12,923,678.00	1,590,872.00	1,407,703.00		15,922,253.00	7.28%
6600	Financial and Human Resources Services	1,730,523.00	(6,355.00)	66,133.00		1,790,301.00	0.97%
6700	Accountability Services	504,301.00	424.00	-		504,725.00	0.28%
6800	System-Wide Pupil Support Services	258,067.00	(193.00)	-		257,874.00	0.15%
6900	Leadership Services	1,346,059.00	6,478.00	64,276.00		1,416,813.00	0.76%
		17,844,280.00	1,830,708.00	1,388,255.00	-	21,063,243.00	10.1%
7000- Ancillary Services							
7100	Community Services	10,303.00	3.00	-		10,306.00	0.01%
7200	Nutrition Services	122,953.00	-	3,608.00		126,561.00	0.07%
		133,256.00	3.00	3,608.00		136,867.00	0.1%
8000- Non-Programmed Charges							
8100	Payments to Other Governmental Units	-	-	-		-	0.00%
8200	Unbudgeted Funds	-	-	-		-	0.00%
8500	Contingency	-	-	-		-	0.00%
8700	Scholarships	-	-	-		-	0.00%
		-	-	-		-	0.0%
9000- Capital Outlay							
9000	Capital Outlay	-	-	-		-	0.00%
		-	-	-		-	0.0%
Total		177,526,967.00	3,285,793.00	1,639,360.00	-	182,452,120.00	100.0%

Durham Public Schools
 Budget Amendment #2
 State Fund by PRC
 Fiscal Year 2013-14

PRC	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
State Fund Expenditures						
001	Classroom Teachers	82,464,573.00	269,562.00	262,574.00		82,996,709.00
002	Central Office Administration	1,386,552.00	-	-		1,386,552.00
003	Non-Instructional Support Personnel	7,668,296.00	1,240,516.00	83,344.00		8,992,156.00
005	School Building Administration	6,731,424.00	194,136.00	-		6,925,560.00
007	Instruction Support- Certified	9,634,617.00	83,601.00	3,622.00		9,721,840.00
008	Dollar Allotments For K-3 Teachers	-	-	-		-
009	Non-Contributory Employee Benefits	2,218,326.00	425,208.00	487,243.00		3,130,777.00
010	Dollars for Certified Personnel	-	2,896,567.00	(2.00)		2,896,565.00
011	NBPTS Educational Leave	-	-	-		-
012	Drivers Education	688,509.00	-	-		688,509.00
013	CTE- Months Of Employment	7,977,357.00	-	(419,379.00)		7,557,978.00
014	CTE- Program Support	554,545.00	7,932.00	440,175.00		1,002,652.00
015	School Technology Fund	1,057,120.00	66,645.00	504.00		1,124,269.00
016	Summer Reading Camps	-	-	486,321.00		486,321.00
020	Foreign Exchange- Prog Enhance	-	347,198.00	2,742.00		349,940.00
024	Disadvantage Supplemental Fund	1,149,030.00	-	2,794.00		1,151,824.00
025	Indian Gaming Revenue	25,138.00	-	-		25,138.00
027	Teacher Assistants	10,486,834.00	-	73,429.00		10,560,263.00
029	Behavioral Support	201,803.00	-	-		201,803.00
030	Digital Learning	-	124,258.00	231,798.00		356,056.00
032	Children With Special Needs	16,887,734.00	(153,208.00)	55,546.00		16,790,072.00
034	Academically Intellectually Gifted	1,628,858.00	(1,346,936.00)	3,961.00		285,883.00
042	Child and Family - School Nurse	389,242.00	49,898.00	-		439,140.00
043	Child and Family Support	326,628.00	-	-		326,628.00
054	Limited English Proficiency	3,836,553.00	(2,763,235.00)	-		1,073,318.00
055	Learn and Earn	315,823.00	-	-		315,823.00
056	Transportation of Pupils	11,068,063.00	1,543,250.00	120,414.00		12,731,727.00
061	Classroom Materials, Supplies and Equipments	954,917.00	-	10,036.00		964,953.00
066	Assistant Principal Intern	65,968.00	(43.00)	43.00		65,968.00
067	Assistant Principal Intern Full Time	453,288.00	5.00	(5.00)		453,288.00
068	Alternative Programs and Schools	879,459.00	162,020.00	-		1,041,479.00
069	At-Risk Student Services	6,135,879.00	(162,020.00)	17,058.00		5,990,917.00
073	School Connectivity	228,019.00	200,657.00	(228,019.00)		200,657.00
085	Class Size Reduction	-	87,600.00	-		87,600.00
096	Special Position Allotment	66,655.00	12,182.00	-		78,837.00
130	State Textbooks	2,045,757.00	-	5,161.00		2,050,918.00
Total		177,526,967.00	3,285,793.00	1,639,360.00	-	182,452,120.00
State Fund Revenues						
3100	State Public School Fund	173,262,884.00	2,860,585.00	1,146,956.00		177,270,425.00
3101	State Employee Other Benefits	2,218,326.00	425,208.00	487,243.00		3,130,777.00
3211	State Textbook Allotment	2,045,757.00	-	5,161.00		2,050,918.00
Total		177,526,967.00	3,285,793.00	1,639,360.00		182,452,120.00

2013-2014

BUDGET AMENDMENT #2



Section 3

LOCAL FUND BUDGET

DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
Local Fund Summary

The Durham County Board of Education at a meeting on the 24th day of April passed the following resolution. Be it resolved that the following Amendment be made to the Budget Resolution for the fiscal year ending June 30, 2014.

Code #	Description	\$ Increases / (Decreases)
5000	Instructional Services	1,741,268.00
6000	System Wide Support Services	(1,763,678.00)
7000	Ancillary Services	22,410.00
8000	Non-Programmed Services	-
Total		\$ -

Explanation:

The Second Amendment to the local fund represents an unchanged Local budget.
Adjustments made between purposes and PRCs to capture current needs.

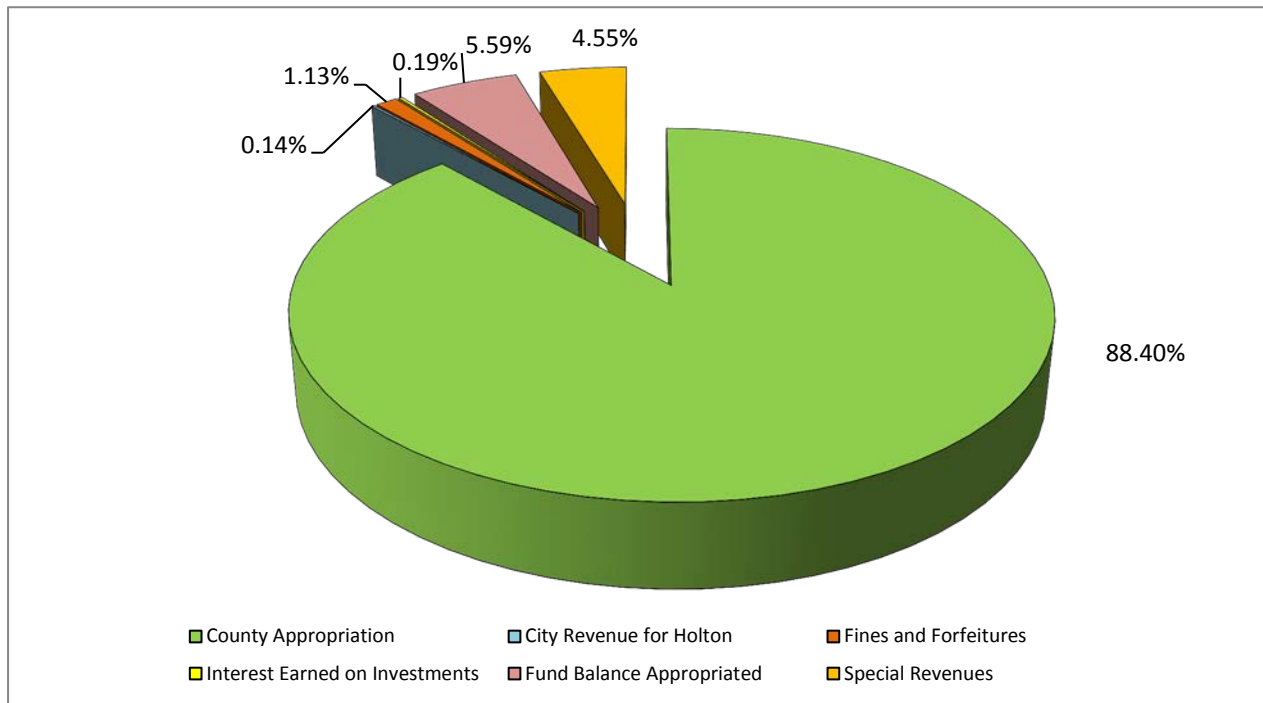
Total Increase / (Decrease)	<u>\$ -</u>
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The following represents the Local Fund per Budget Amendment #2:

Total Appropriation in Current Budget	133,281,871.00
Amount of Increase (Decrease) of Above Amendment	-
Total Appropriation in Current Amended Budget	<u>\$ 133,281,871.00</u>

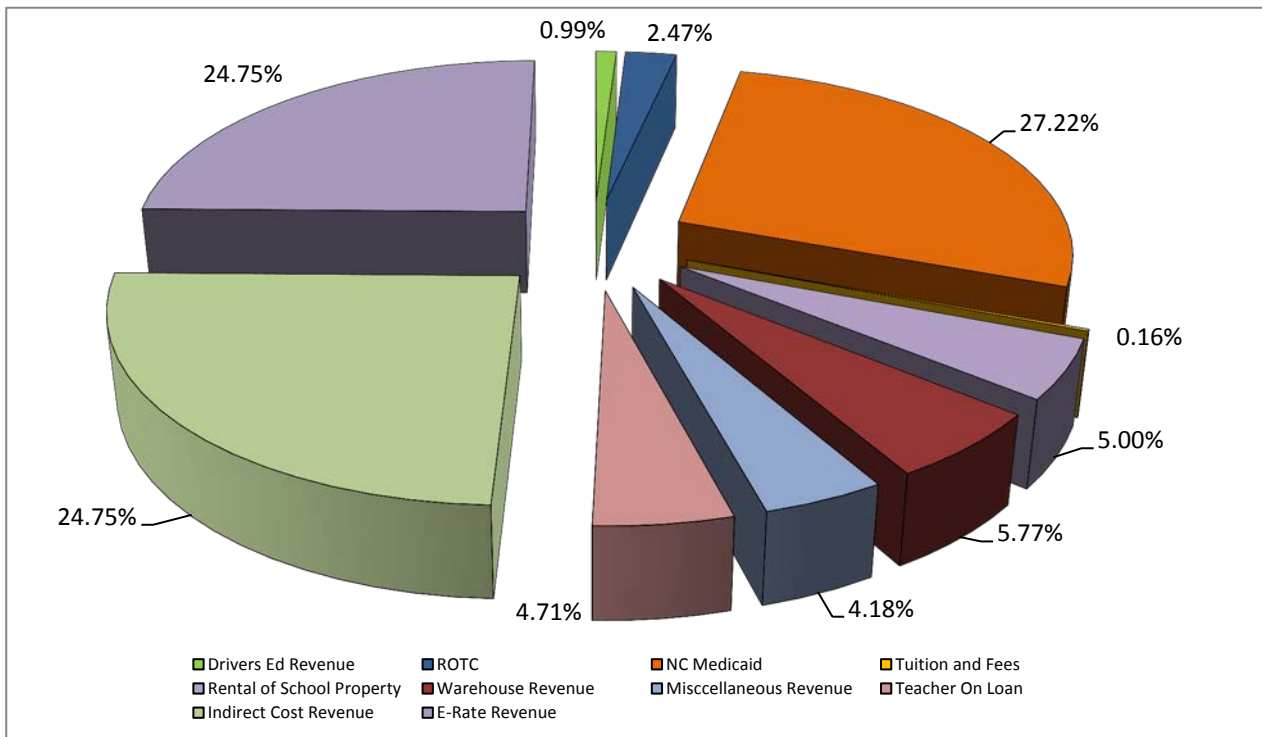
**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
LOCAL FUND REVENUES**

Revenues	Amount	Percent
County Appropriation	\$ 117,818,481.00	88.40%
City Revenue for Holton	190,927.00	0.14%
Fines and Forfeitures	1,500,000.00	1.13%
Interest Earned on Investments	255,000.00	0.19%
Fund Balance Appropriated	7,455,975.00	5.59%
Special Revenues	6,061,488.00	4.55%
Total Revenue	\$ 133,281,871.00	100.0%



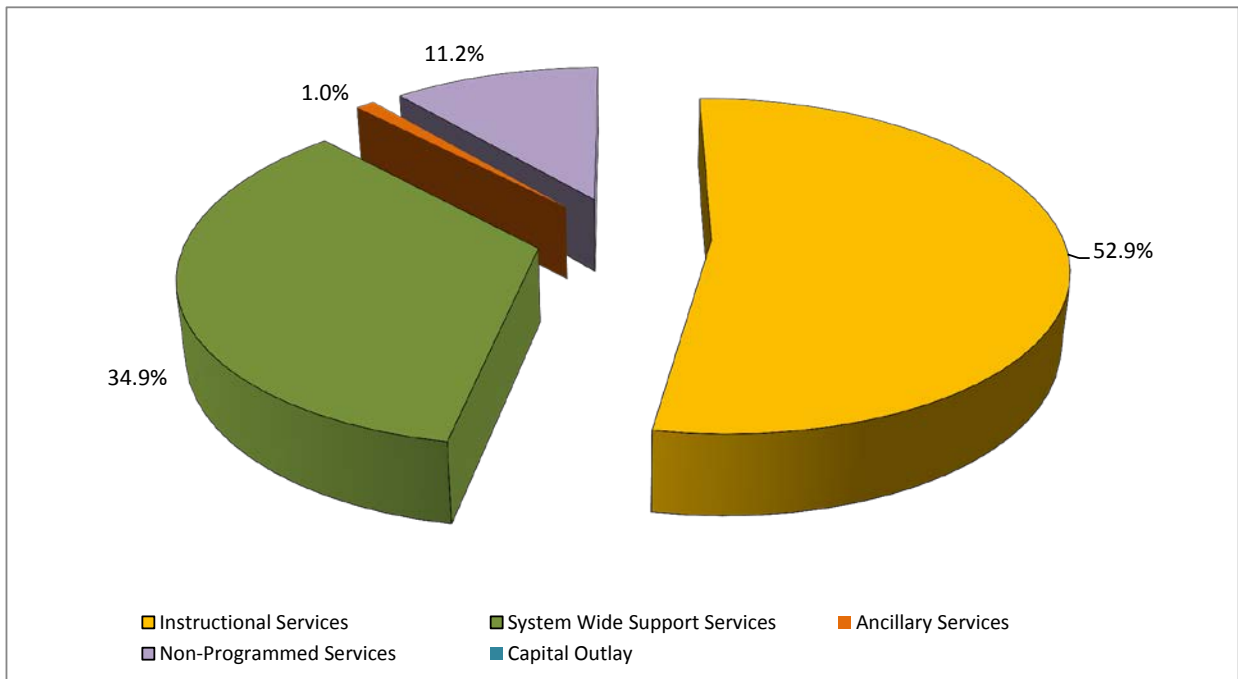
**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
LOCAL SPECIAL FUND REVENUES**

Revenues	Amount	Percent
Drivers Ed Revenue	\$ 60,000.00	0.99%
ROTC	150,000.00	2.47%
NC Medicaid	1,650,000.00	27.22%
Tuition and Fees	10,000.00	0.16%
Rental of School Property	303,000.00	5.00%
Warehouse Revenue	350,000.00	5.77%
Miscellaneous Revenue	253,208.00	4.18%
Teacher On Loan	285,280.00	4.71%
Indirect Cost Revenue	1,500,000.00	24.75%
E-Rate Revenue	1,500,000.00	24.75%
Total Revenue	\$ 6,061,488.00	100.0%



**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
LOCAL EXPENSE BY PURPOSE**

Expenditures	Amount	Percent
Instructional Services	\$ 70,490,902.00	52.9%
System Wide Support Services	46,482,072.00	34.9%
Ancillary Services	1,364,682.00	1.0%
Non-Programmed Services	14,944,215.00	11.2%
Capital Outlay	-	0.0%
Total Expenditure	\$ 133,281,871.00	100.0%



Durham Public Schools
 Budget Amendment #2
 Local Fund by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
Local Fund Expenditures							
5000	Instructional Services	70,060,276.00	(1,310,642.00)	1,741,268.00		70,490,902.00	52.57%
6000	System Wide Support Services	47,054,421.00	1,191,329.00	(1,763,678.00)		46,482,072.00	35.31%
7000	Ancillary Services	1,258,758.00	83,514.00	22,410.00		1,364,682.00	0.94%
8000	Non-Programmed Services	14,903,136.00	41,079.00	-		14,944,215.00	11.18%
9000	Capital Outlay	-	-	-		-	0.00%
Total		133,276,591.00	5,280.00	-	-	133,281,871.00	100.0%

Local Fund Revenues							
4110	County Appropriation	117,818,481.00	-	-		117,818,481.00	88.40%
4111	City Revenue for Holton	190,927.00	-	-		190,927.00	0.14%
4410	Fines and Forfeitures	1,500,000.00	-	-		1,500,000.00	1.13%
4450	Interest Earned on Investments	255,000.00	-	-		255,000.00	0.19%
4910	Fund Balance Appropriated	7,455,975.00	-	-		7,455,975.00	5.59%
3200	Drivers Ed Revenue	60,000.00	-	-		60,000.00	0.05%
3700	ROTC	150,000.00	-	-		150,000.00	0.11%
3700	NC Medicaid	1,650,000.00	-	-		1,650,000.00	1.24%
4210	Tuition and Fees	10,000.00	-	-		10,000.00	0.01%
4420	Rental of School Property	303,000.00	-	-		303,000.00	0.23%
4480	Warehouse Revenue	350,000.00	-	-		350,000.00	0.26%
4490	Miscellaneous Revenue	253,208.00	-	-		253,208.00	0.19%
4490	Teacher On Loan	280,000.00	5,280.00	-		285,280.00	0.21%
4880	Indirect Cost Revenue	1,500,000.00	-	-		1,500,000.00	1.13%
4890	E-Rate Revenue	1,500,000.00	-	-		1,500,000.00	1.13%
Total		133,276,591.00	5,280.00	-	-	133,281,871.00	100%

Durham Public Schools
 Budget Amendment #2
 Local Fund by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
5000- Instructional Services							
5100	Regular Instructional Services	34,538,088.00	5,037,250.00	1,325,783.00		40,901,121.00	25.91%
5200	Special Population Instructional Services	9,547,260.00	(3,172,675.00)	(230,600.00)		6,143,985.00	7.16%
5300	Alternative Program Instructional Services	3,094,258.00	505,248.00	172,465.00		3,771,971.00	2.32%
5400	School Leadership Services	9,932,253.00	(539,841.00)	146,610.00		9,539,022.00	7.45%
5500	Co-Curricular Services	2,572,490.00	(19,052.00)	9,634.00		2,563,072.00	1.93%
5800	School Based Support Services	10,375,927.00	(3,121,572.00)	317,376.00		7,571,731.00	7.79%
		70,060,276.00	(1,310,642.00)	1,741,268.00	-	70,490,902.00	52.6%
6000- System-Wide Support Services							
6100	Support and Development Services	2,221,848.00	(2,736.00)	(16,510.00)		2,202,602.00	1.67%
6200	Special Population Support Services	445,864.00	193,513.00	15,699.00		655,076.00	0.33%
6300	Alternative Program Support Services	512,730.00	49,491.00	1,500.00		563,721.00	0.38%
6400	Technology Support Services	4,955,689.00	87,273.00	17,849.00		5,060,811.00	3.72%
6500	Operational Support Services	27,554,961.00	1,481,515.00	(1,894,392.00)		27,142,084.00	20.68%
6600	Financial and Human Resources Services	5,147,882.00	(76,609.00)	119,712.00		5,190,985.00	3.86%
6700	Accountability Services	1,662,072.00	(462,243.00)	2,562.00		1,202,391.00	1.25%
6800	System-Wide Pupil Support Services	1,374,428.00	12,574.00	57,384.00		1,444,386.00	1.03%
6900	Leadership Services	3,178,947.00	(91,449.00)	(67,482.00)		3,020,016.00	2.39%
		47,054,421.00	1,191,329.00	(1,763,678.00)	-	46,482,072.00	35.3%
7000- Ancillary Services							
7100	Community Services	1,166,757.00	83,512.00	22,235.00		1,272,504.00	0.88%
7200	Nutrition Services	92,001.00	2.00	175.00		92,178.00	0.07%
		1,258,758.00	83,514.00	22,410.00	-	1,364,682.00	1.0%
8000- Non-Programmed Charges							
8100	Payments to Other Governmental Units	14,903,136.00	41,079.00	-		14,944,215.00	11.18%
8200	Unbudgeted Funds	-	-	-		-	0.00%
8500	Contingency	-	-	-		-	0.00%
8700	Scholarships	-	-	-		-	0.00%
		14,903,136.00	41,079.00	-	-	14,944,215.00	11.2%
9000- Capital Outlay							
9000	Capital Outlay	-	-	-		-	0.00%
		-	-	-		-	0.0%
Total		133,276,591.00	5,280.00	-	-	133,281,871.00	100.0%

Durham Public Schools
 Budget Amendment #2
 Local Fund by PRC
 Fiscal Year 2013-14

PRC	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
Local Fund Expenditures						
001	Classroom Teachers	22,861,493.00	10,196,828.00	1,507,364.00		34,565,685.00
002	Central Office Administration	5,754,077.00	118,155.00	6,741.00		5,878,973.00
003	Non-Instructional Support Personnel	41,559,922.00	(436,984.00)	(31,765.00)		41,091,173.00
004	Instructional Support Personnel	28,200.00	-	-		28,200.00
005	School Building Administration	7,129,639.00	(631,018.00)	138,570.00		6,637,191.00
007	Instruction Support- Certified	11,479,512.00	(3,130,226.00)	212,884.00		8,562,170.00
009	Non-Contributory Employee Benefits	1,951,368.00	(230,951.00)	225,317.00		1,945,734.00
010	Dollars for Certified Personnel	-	333,581.00	785.00		334,366.00
012	Drivers Education	61,226.00	-	26.00		61,252.00
013	CTE- Months Of Employment	1,129,741.00	(122,566.00)	1,040.00		1,008,215.00
014	CTE- Program Support	5.00	1,764.00	24.00		1,793.00
015	School Technology Fund	3,286,624.00	(1,615,201.00)	(57,209.00)		1,614,214.00
016	Summer Reading Camps	-	-	24,818.00		24,818.00
020	Foreign Exchange- Prog Enhance	-	32,895.00	259.00		33,154.00
022	Mentors Program	487,243.00	(94,258.00)	419.00		393,404.00
024	Disadvantage Supplemental Fund	216,647.00	17,003.00	(3,504.00)		230,146.00
027	Teacher Assistants	1,680,203.00	(181,315.00)	57,349.00		1,556,237.00
028	Staff Development	246,587.00	62,023.00	(21,982.00)		286,628.00
029	Behavioral Support	6.00	-	-		6.00
032	Children With Special Needs	5,147,984.00	(659,536.00)	(1,987,699.00)		2,500,749.00
034	Academically Intellectually Gifted	1,266,406.00	(868,525.00)	233.00		398,114.00
035	Child Nutrition	-	-	175.00		175.00
036	Charter Schools	14,903,136.00	41,079.00	-		14,944,215.00
042	Child and Family - School Nurse	7.00	-	-		7.00
043	Child and Family Support	7.00	-	-		7.00
050	Esea Title 1-Basic Program	-	1.00	3.00		4.00
054	Limited English Proficiency	863,358.00	(534,992.00)	653.00		329,019.00

Durham Public Schools
 Budget Amendment #2
 Local Fund by PRC
 Fiscal Year 2013-14

PRC	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
Local Fund Expenditures						
055	Learn and Earn	8,939.00	1.00	-	-	8,940.00
056	Transportation of Pupils	2,286,622.00	235,371.00	3,877.00	-	2,525,870.00
060	IDEA VI-B Handicapped	28.00	-	-	-	28.00
061	Classroom Materials, Supplies and Equipments	5,140,882.00	(1,843,113.00)	(22,980.00)	-	3,274,789.00
066	Assistant Principal Intern	1.00	-	-	-	1.00
067	Assistant Principal Intern Full Time	1.00	-	-	-	1.00
068	Alternative Programs and Schools	152,185.00	(15,643.00)	9,573.00	-	146,115.00
069	At-Risk Student Services	2,224,234.00	(218,596.00)	104,471.00	-	2,110,109.00
070	Idea-Early Intervening Svcs	142,474.00	(52,396.00)	27,767.00	-	117,845.00
095	Special Dollar Allotment	-	-	-	-	-
096	Special Position Allotment	357,249.00	5,282.00	-	-	362,531.00
103	Title II-Improving Teacher Quality	25.00	-	-	-	25.00
104	Title III-Language Acquisition	2.00	-	-	-	2.00
105	Title I- School Improvement	3.00	-	-	-	3.00
110	21st Century Community Learning	-	-	-	-	-
112	Title IIB-Math and Science Partnership	-	-	-	-	-
117	School Improvement	6.00	-	-	-	6.00
130	State Textbooks	223,086.00	-	-	-	223,086.00
143	ARRA-School Imprvrment 1003G	-	-	-	-	-
156	ARRA- Race To The Top	-	-	-	-	-
159	RTTT- STEM	-	-	-	-	-
301	JROTC	446,278.00	30,236.00	860.00	-	477,374.00
306	Medicaid Direct Fees	69,900.00	-	-	-	69,900.00
537	I3- Project Reads Grant	-	-	-	-	-
567	Support Our Student (SOS)	729,830.00	(44,896.00)	1,709.00	-	686,643.00
598	More At Four Reimbursements	214,830.00	4,711.00	(214,799.00)	-	4,742.00
606	Magnet Schools	1,069,798.00	(1,988.00)	14,717.00	-	1,082,527.00

Durham Public Schools
 Budget Amendment #2
 Local Fund by PRC
 Fiscal Year 2013-14

PRC	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
Local Fund Expenditures						
650	Parking Fees	100,000.00	-	1,573.00		101,573.00
704	Community Schools	162,072.00	-	514.00		162,586.00
706	Transportation-Non Reimbursement	(105,245.00)	(391,446.00)	(1,783.00)		(498,474.00)
Total		133,276,591.00	5,280.00	-	-	133,281,871.00
Local Fund Revenues						
4110	County Appropriation	117,818,481.00	-	-		117,818,481.00
4111	City Revenue for Holton	190,927.00	-	-		190,927.00
4410	Fines and Forfeitures	1,500,000.00	-	-		1,500,000.00
4450	Interest Earned on Investments	255,000.00	-	-		255,000.00
4910	Fund Balance Appropriated	7,455,975.00	-	-		7,455,975.00
3200	Drivers Ed Revenue	60,000.00	-	-		60,000.00
3700	ROTC	150,000.00	-	-		150,000.00
3700	NC Medicaid	1,650,000.00	-	-		1,650,000.00
4210	Tuition and Fees	10,000.00	-	-		10,000.00
4420	Rental of School Property	303,000.00	-	-		303,000.00
4480	Warehouse Revenue	350,000.00	-	-		350,000.00
4490	Miscellaneous Revenue	253,208.00	-	-		253,208.00
4490	Teacher On Loan	280,000.00	5,280.00	-		285,280.00
4880	Indirect Cost Revenue	1,500,000.00	-	-		1,500,000.00
4890	E-Rate Revenue	1,500,000.00	-	-		1,500,000.00
Total		133,276,591.00	5,280.00	-	-	133,281,871.00

2013-2014

BUDGET AMENDMENT #2



Section 4

FEDERAL FUND BUDGET

DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
Federal Fund Summary

The Durham County Board of Education at a meeting on the 24th day of April passed the following resolution. Be it resolved that the following Amendment be made to the Budget Resolution for the fiscal year ending June 30, 2014.

Code #	Description	\$ Increases / (Decreases)
5000	Instructional Services	(29,436.37)
6000	System Wide Support Services	23,224.14
7000	Ancillary Services	-
8000	Non-Programmed Services	6,213.18
Total		\$ 0.95

Explanation: The second Amendment to the federal fund represents an unchanged budget.

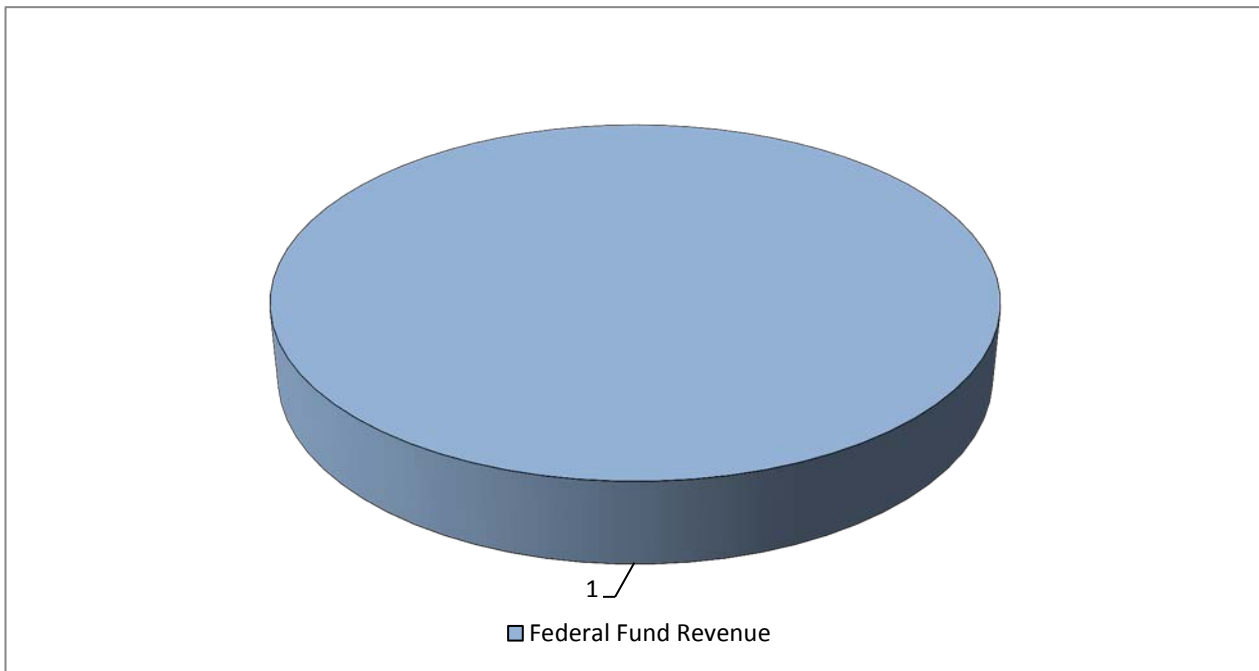
Total Increase / (Decrease)	<u><u>\$ 0.95</u></u>
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The following represents the State Fund as amended per Budget Amendment #1:

Total Appropriation in Current Budget	31,112,311.27
Amount of Increase (Decrease) of Above Amendment	0.95
Total Appropriation in Current Amended Budget	<u><u>\$ 31,112,312.22</u></u>

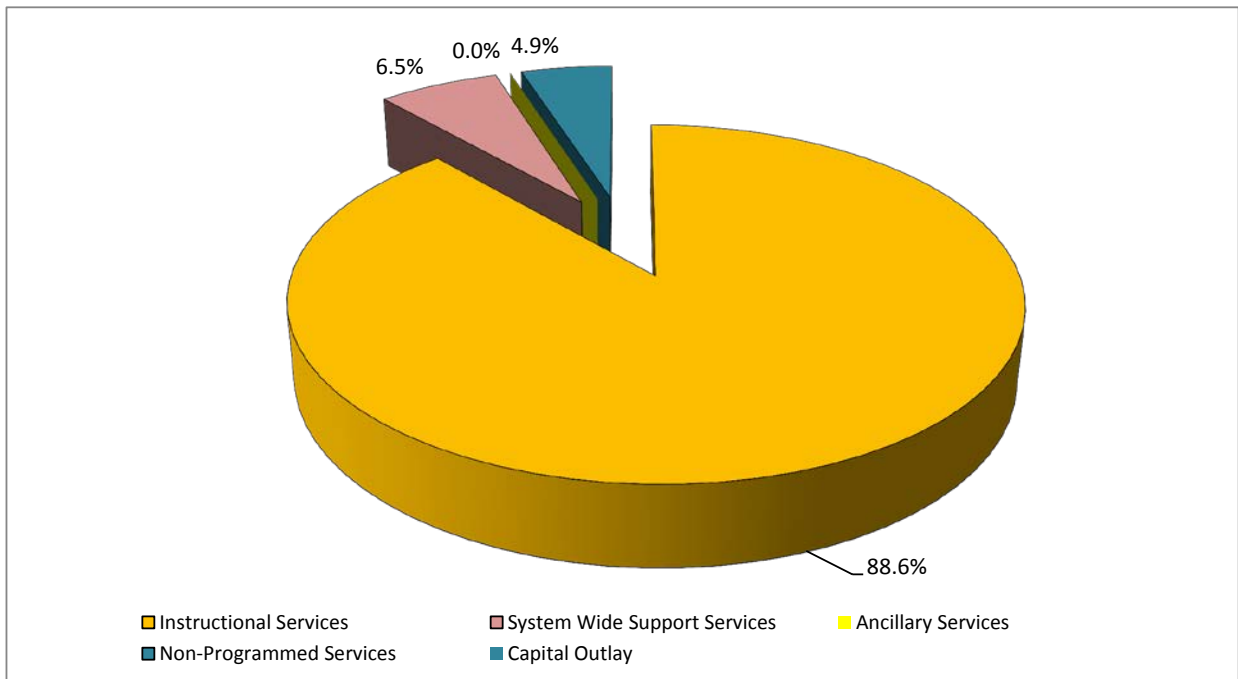
**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
FEDERAL FUND REVENUES**

Revenues	Amount	Percent
Federal Fund Revenue	\$ 31,112,312.22	100.00%
Total Revenue	\$ 31,112,312.22	100.0%



**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
FEDERAL EXPENSE BY PURPOSE**

Expenditures	Amount	Percent
Instructional Services	\$ 27,551,467.78	88.6%
System Wide Support Services	2,025,159.41	6.5%
Ancillary Services	-	0.0%
Non-Programmed Services	1,535,685.03	4.9%
Capital Outlay	-	0.0%
Total Expenditure	\$ 31,112,312.22	100.0%



Durham Public Schools
 Budget Amendment #2
 Federal Fund by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
Federal Fund Expenditures							
5000	Instructional Services	23,373,573.23	4,207,330.92	(29,436.37)		27,551,467.78	87.00%
6000	System Wide Support Services	1,324,111.05	677,824.22	23,224.14		2,025,159.41	4.93%
7000	Ancillary Services	-	-	-		-	0.00%
8000	Non-Programmed Services	2,167,643.59	(638,171.74)	6,213.18		1,535,685.03	8.07%
9000	Capital Outlay	-	-	-		-	0.00%
Total		26,865,327.87	4,246,983.40	0.95	-	31,112,312.22	100.0%

Federal Fund Revenues							
3600	Federal Fund Revenue	26,865,327.87	4,246,983.40	0.95		31,112,312.22	100.00%
Total		26,865,327.87	4,246,983.40	0.95	-	31,112,312.22	100.0%

Durham Public Schools
 Budget Amendment #2
 Federal Fund by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget/Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
5000- Instructional Services							
5100	Regular Instructional Services	1,527,835.26	226,549.31	506.00	-	1,754,890.57	5.69%
5200	Special Population Instructional Services	5,523,808.70	46,942.65	(101,953.51)	-	5,468,797.84	20.56%
5300	Alternative Program Instructional Services	14,694,124.98	3,037,493.88	(146,242.15)	-	17,585,376.71	54.70%
5400	School Leadership Services	294,009.34	108,590.20	72,187.82	-	474,787.36	1.09%
5500	Co-Curricular Services	-	-	-	-	-	0.00%
5800	School Based Support Services	1,333,794.95	787,754.88	146,065.47	-	2,267,615.30	4.96%
		23,373,573.23	4,207,330.92	(29,436.37)	-	27,551,467.78	87.0%
6000- System-Wide Support Services							
6100	Support and Development Services	229,204.92	592.00	-	-	229,796.92	0.85%
6200	Special Population Support Services	721,901.43	110,455.00	435.00	-	832,791.43	2.69%
6300	Alternative Program Support Services	-	289,821.15	1,801.60	-	291,622.75	0.00%
6400	Technology Support Services	-	-	-	-	-	0.00%
6500	Operational Support Services	373,004.70	276,956.07	20,987.54	-	670,948.31	1.39%
6600	Financial and Human Resources Services	-	-	-	-	-	0.00%
6700	Accountability Services	-	-	-	-	-	0.00%
6800	System-Wide Pupil Support Services	-	-	-	-	-	0.00%
6900	Leadership Services	-	-	-	-	-	0.00%
		1,324,111.05	677,824.22	23,224.14	-	2,025,159.41	4.9%
7000- Ancillary Services							
7100	Community Services	-	-	-	-	-	0.00%
7200	Nutrition Services	-	-	-	-	-	0.00%
		-	-	-	-	-	0.0%
8000- Non-Programmed Charges							
8100	Payments to Other Governmental Units	578,980.60	95,889.18	6,213.18	-	681,082.96	2.16%
8200	Unbudgeted Funds	1,588,662.99	(734,060.92)	-	-	854,602.07	5.91%
8500	Contingency	-	-	-	-	-	0.00%
8700	Scholarships	-	-	-	-	-	0.00%
		2,167,643.59	(638,171.74)	6,213.18	-	1,535,685.03	8.1%
9000- Capital Outlay							
9000	Capital Outlay	-	-	-	-	-	0.00%
		-	-	-	-	-	0.0%
Total		26,865,327.87	4,246,983.40	0.95	-	31,112,312.22	100.0%

Durham Public Schools
 Budget Amendment #2
 Federal Fund by PRC
 Fiscal Year 2013-14

PRC	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
Federal Fund Expenditures						
017	CTE-Program Improvement	457,942.00	11,668.00	-	-	469,610.00
026	Mckinney-Vento Homeless Assist	50,616.14	-	-	-	50,616.14
049	IDEA Title VI-B Pre School Handicraft	141,733.67	18,432.45	-	-	160,166.12
050	Esea Title 1-Basic Program	11,756,266.45	-	-	-	11,756,266.45
060	IDEA VI-B Handicapped	7,137,953.33	(214,942.00)	-	-	6,923,011.33
070	Idea-Early Intervening Svcs	-	956,952.50	-	-	956,952.50
082	State Improvement Grant	979.25	5,000.00	-	-	5,979.25
103	Title II-Improving Teacher Quality	1,558,822.51	-	-	-	1,558,822.51
104	Title III-Language Acquisition	1,131,313.85	7,315.00	-	-	1,138,628.85
105	Title I- School Improvement	676,467.55	-	-	-	676,467.55
110	21st Century Community Learning	-	-	-	-	-
112	Title IIB-Math and Science Partnership	76,730.93	-	-	-	76,730.93
114	Children With Disability Risk-Pool	-	165,564.30	-	-	165,564.30
117	School Improvement	-	3,098,744.96	0.95	-	3,098,745.91
118	IDEA Title VI-B Special Needs Targeted Assistance	19,141.14	13,000.00	-	-	32,141.14
119	IDEA Targeted Assist for Pre-school	1,145.00	2,000.00	-	-	3,145.00
143	ARRA-School Improvrment 1003G	2,670,447.39	-	-	-	2,670,447.39
156	ARRA- Race To The Top	1,134,134.21	-	-	-	1,134,134.21
158	RttT Bonus	-	163,943.00	-	-	163,943.00
159	RTTT- STEM	51,634.45	19,305.19	-	-	70,939.64
Total		26,865,327.87	4,246,983.40	0.95	-	31,112,312.22
Federal Fund Revenues						
3600	1 Federal Fund Revenue	26,865,327.87	4,246,983.40	0.95	-	31,112,312.22
Total		26,865,327.87	4,246,983.40	0.95	-	31,112,312.22

2013-2014

BUDGET AMENDMENT #2



One Vision. One Durham.

Section 5

CAPITAL OUTLAY FUND

BUDGET

DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
Capital Outlay Fund Summary

The Durham County Board of Education at a meeting on the 24th day of April passed the following resolution. Be it resolved that the following Amendment be made to the Budget Resolution for the fiscal year ending June 30, 2014.

Code #	Description	\$ Increases / (Decreases)
5000	Instructional Services	(612,245.02)
6000	System Wide Support Services	62,587.50
7000	Ancillary Services	-
8000	Non-Programmed Services	-
9000	Capital Outlay	582,333.99
Total		\$ 32,676.47

Explanation: The second Amendment to the Capital Outlay fund represents a increase of \$32,676.47. The increase represents the following appropriations from the Capital Outlay fund through allotment revision # 27:

Insurance revenue

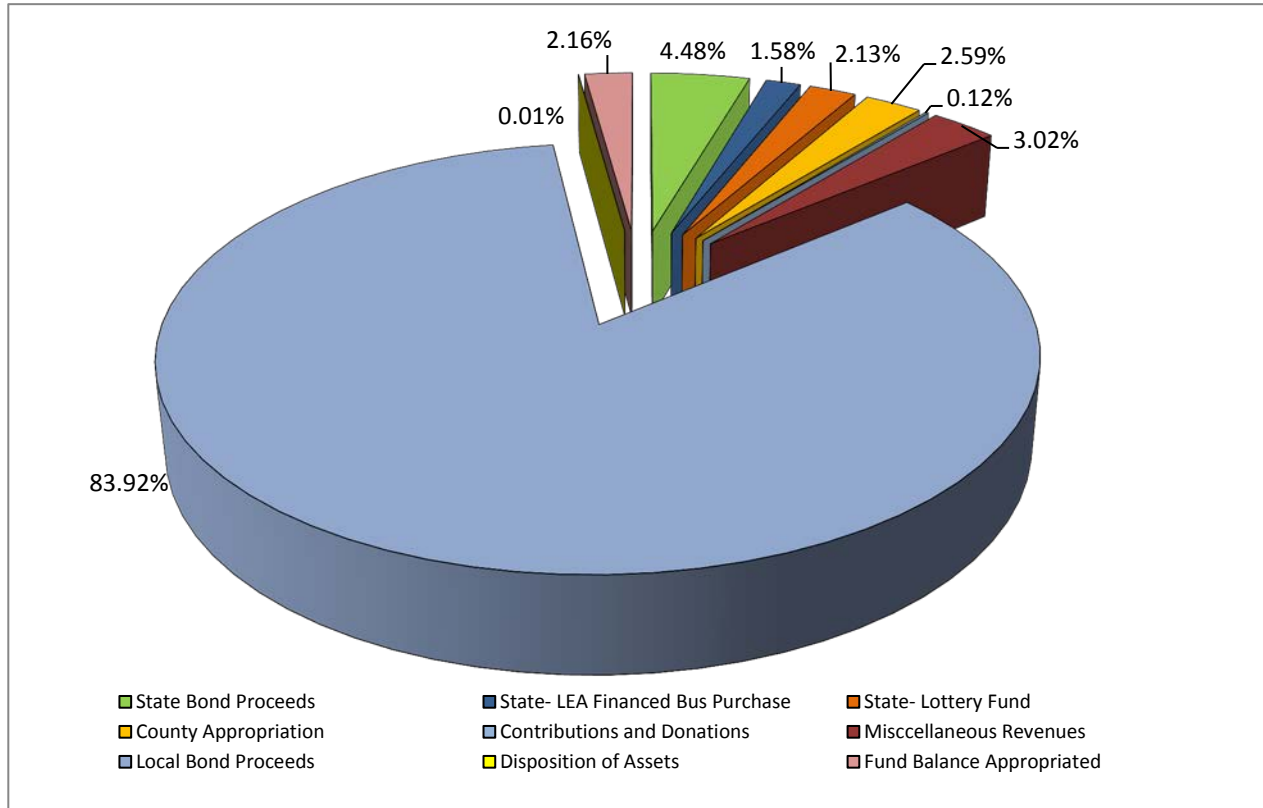
Total Increase / (Decrease)	<u>\$ 32,676.47</u>
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The following represents the State Fund as amended per Budget Amendment #2:

Total Appropriation in Current Budget	52,839,701.74
Amount of Increase (Decrease) of Above Amendment	32,676.47
Total Appropriation in Current Amended Budget	<u>\$ 52,872,378.21</u>

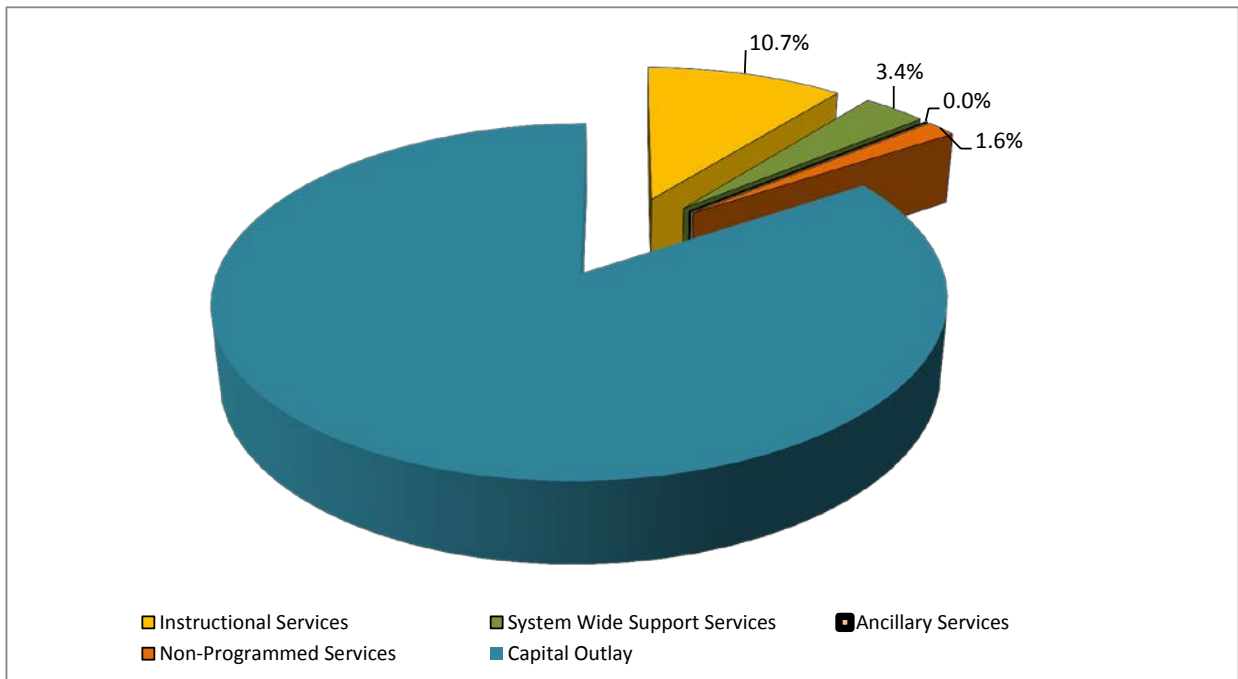
**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
CAPITAL OUTLAY FUND REVENUES**

Revenues	Amount	Percent
State Bond Proceeds	\$ 2,367,570.00	4.48%
State- LEA Financed Bus Purchase	833,791.00	1.58%
State- Lottery Fund	1,126,927.00	2.13%
County Appropriation	1,370,000.00	2.59%
Contributions and Donations	64,923.11	0.12%
Miscellaneous Revenues	1,595,415.54	3.02%
Local Bond Proceeds	44,368,014.25	83.92%
Disposition of Assets	3,787.35	0.01%
Fund Balance Appropriated	1,141,949.96	2.16%
Total Revenue	\$ 52,872,378.21	100.0%



**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
CAPITAL OUTLAY EXPENSE BY PURPOSE**

Expenditures	Amount	Percent
Instructional Services	\$ 5,646,556.18	10.7%
System Wide Support Services	1,807,503.91	3.4%
Ancillary Services	-	0.0%
Non-Programmed Services	862,551.55	1.6%
Capital Outlay	44,555,766.57	84.3%
Total Expenditure	\$ 52,872,378.21	100.0%



Durham Public Schools
 Budget Amendment #2
 Capital Outlay Fund by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
Capital Outlay Fund Expenditures							
5000	Instructional Services	6,570,830.23	(312,029.03)	(612,245.02)		5,646,556.18	12.36%
6000	System Wide Support Services	1,760,367.85	(15,451.44)	62,587.50		1,807,503.91	3.31%
7000	Ancillary Services	-	-	-		-	0.00%
8000	Non-Programmed Services	843,051.55	19,500.00	-		862,551.55	1.59%
9000	Capital Outlay	43,969,503.98	3,928.60	582,333.99		44,555,766.57	82.74%
Total		53,143,753.61	(304,051.87)	32,676.47	-	52,872,378.21	100.0%

Capital Outlay Fund Revenues							
3200	State Bond Proceeds	2,369,768.43	(2,198.43)	-		2,367,570.00	4.46%
3200	State- LEA Financed Bus Purchase	833,791.00	-	-		833,791.00	1.57%
3460	State- Lottery Fund	1,126,927.00	-	-		1,126,927.00	2.12%
4110	County Appropriation	1,370,000.00	-	-		1,370,000.00	2.58%
4430	Contributions and Donations	64,923.11	-	-		64,923.11	0.12%
4490	Miscellaneous Revenues	1,458,170.33	104,568.74	32,676.47		1,595,415.54	2.74%
4810	Local Bond Proceeds	44,774,436.43	(406,422.18)	-		44,368,014.25	84.25%
4820	Disposition of Assets	3,787.35	-	-		3,787.35	0.01%
4910	Fund Balance Appropriated	1,141,949.96	-	-		1,141,949.96	2.15%
Total		53,143,753.61	(304,051.87)	32,676.47	-	52,872,378.21	100%

Durham Public Schools
 Budget Amendment #2
 Capital Outlay Fund by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
5000- Instructional Services							
5100	Regular Instructional Services	6,570,830.23	(312,029.03)	(612,245.02)	-	5,646,556.18	12.36%
5200	Special Population Instructional Services	-	-	-	-	-	0.00%
5300	Alternative Program Instructional Services	-	-	-	-	-	0.00%
5400	School Leadership Services	-	-	-	-	-	0.00%
5500	Co-Curricular Services	-	-	-	-	-	0.00%
5800	School Based Support Services	-	-	-	-	-	0.00%
		6,570,830.23	(312,029.03)	(612,245.02)	-	5,646,556.18	12.4%
6000- System-Wide Support Services							
6100	Support and Development Services	-	-	-	-	-	0.00%
6200	Special Population Support Services	-	-	-	-	-	0.00%
6300	Alternative Program Support Services	-	-	-	-	-	0.00%
6400	Technology Support Services	-	-	-	-	-	0.00%
6500	Operational Support Services	1,760,367.85	(15,451.44)	62,587.50	-	1,807,503.91	3.31%
6600	Financial and Human Resources Services	-	-	-	-	-	0.00%
6700	Accountability Services	-	-	-	-	-	0.00%
6800	System-Wide Pupil Support Services	-	-	-	-	-	0.00%
6900	Leadership Services	-	-	-	-	-	0.00%
		1,760,367.85	(15,451.44)	62,587.50	-	1,807,503.91	3.3%
7000- Ancillary Services							
7100	Community Services	-	-	-	-	-	0.00%
7200	Nutrition Services	-	-	-	-	-	0.00%
		-	-	-	-	-	0.0%
8000- Non-Programmed Charges							
8100	Payments to Other Governmental Units	-	-	-	-	-	0.00%
8200	Unbudgeted Funds	-	-	-	-	-	0.00%
8500	Contingency	843,051.55	19,500.00	-	-	862,551.55	1.59%
8700	Scholarships	-	-	-	-	-	0.00%
		843,051.55	19,500.00	-	-	862,551.55	1.6%
9000- Capital Outlay							
9000	Capital Outlay	43,969,503.98	3,928.60	582,333.99	-	44,555,766.57	82.74%
		43,969,503.98	3,928.60	582,333.99	-	44,555,766.57	82.7%
Total		53,143,753.61	(304,051.87)	32,676.47	-	52,872,378.21	100.0%

Durham Public Schools
 Budget Amendment #2
 Capital Outlay Fund by PRC
 Fiscal Year 2013-14

PRC	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
Capital Outlay Fund Expenditures						
074	Public School Building Fund	3,496,695.43	(2,198.43)	-	-	3,494,497.00
120	LEA Financed Purchase of Buses	833,791.00	-	-	-	833,791.00
604	Local Capital	2,515,737.31	-	-	-	2,515,737.31
607	Local 03 Bond	53,447.40	-	-	-	53,447.40
608	2007 Construction Bond Funds	44,707,030.56	(406,422.18)	-	-	44,300,608.38
610	CO-2008 Land Acquisition	13,958.47	-	-	-	13,958.47
900	Other Capital Projects	1,523,093.44	104,568.74	32,676.47	-	1,660,338.65
Total		53,143,753.61	(304,051.87)	32,676.47	-	52,872,378.21
Capital Outlay Fund Revenues						
3200	State Bond Proceeds	2,369,768.43	(2,198.43)	-	-	2,367,570.00
3200	State- LEA Financed Bus Purchase	833,791.00	-	-	-	833,791.00
3460	State- Lottery Fund	1,126,927.00	-	-	-	1,126,927.00
4110	County Appropriation	1,370,000.00	-	-	-	1,370,000.00
4430	Contributions and Donations	64,923.11	-	-	-	64,923.11
4490	Miscellaneous Revenues	1,458,170.33	104,568.74	32,676.47	-	1,595,415.54
4810	Local Bond Proceeds	44,774,436.43	(406,422.18)	-	-	44,368,014.25
4820	Disposition of Assets	3,787.35	-	-	-	3,787.35
4910	Fund Balance Appropriated	1,141,949.96	-	-	-	1,141,949.96
Total		53,143,753.61	(304,051.87)	32,676.47	-	52,872,378.21

2013-2014

BUDGET AMENDMENT #2



One Vision. One Durham.

Section 6

CHILD NUTRITION FUND

BUDGET

DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
Child Nutrition Fund Summary

The Durham County Board of Education at a meeting on the 24th day of April passed the following resolution. Be it resolved that the following Amendment be made to the Budget Resolution for the fiscal year ending June 30, 2014.

Code #	Description	\$ Increases / (Decreases)
7000	Ancillary Services	-
Total		\$ -

Explanation:

The second Amendment to the Child Nutrition fund represents an unchanged budget.

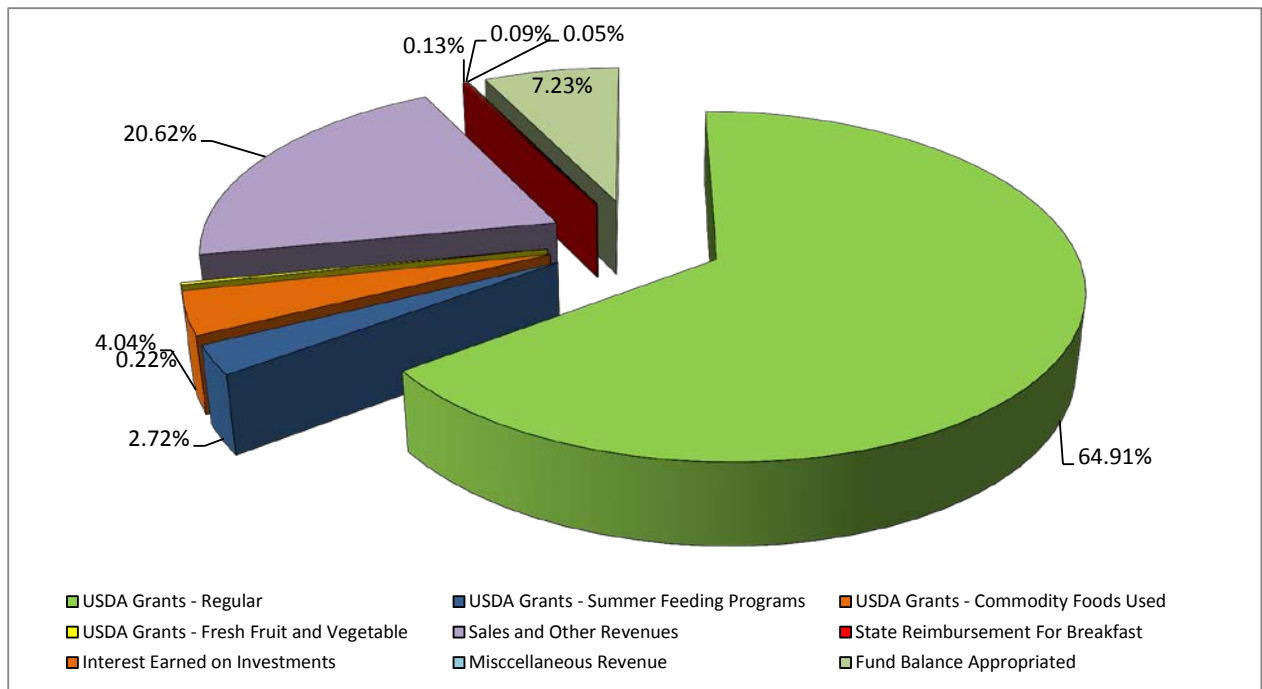
Total Increase / (Decrease)	<u>\$ -</u>
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The following represents the State Fund as amended per Budget Amendment #2:

Total Appropriation in Current Budget	15,911,016.00
Amount of Increase (Decrease) of Above Amendment	-
Total Appropriation in Current Amended Budget	<u>\$ 15,911,016.00</u>

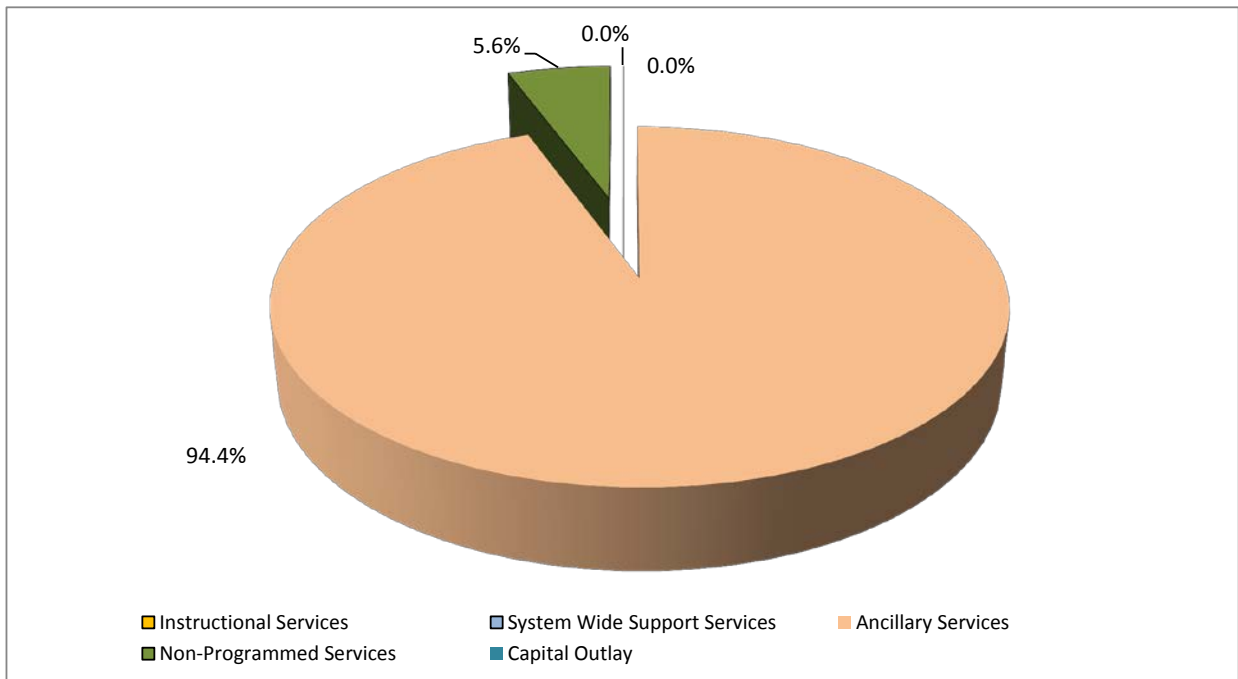
**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
CHILD NUTRITION FUND REVENUES**

Revenues	Amount	Percent
USDA Grants - Regular	\$ 10,327,576.00	64.91%
USDA Grants - Summer Feeding Programs	432,033.00	2.72%
USDA Grants - Commodity Foods Used	642,142.00	4.04%
USDA Grants - Fresh Fruit and Vegetable	35,167.00	0.22%
Sales and Other Revenues	3,281,551.00	20.62%
State Reimbursement For Breakfast	20,440.00	0.13%
Interest Earned on Investments	14,107.00	0.09%
Miscellaneous Revenue	8,000.00	0.05%
Fund Balance Appropriated	1,150,000.00	7.23%
Total Revenue	\$ 15,911,016.00	100.0%



**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
CHILD NUTRION EXPENSE BY PURPOSE**

Expenditures	Amount	Percent
Instructional Services	\$ -	0.0%
System Wide Support Services	-	0.0%
Ancillary Services	15,022,169.00	94.4%
Non-Programmed Services	888,847.00	5.6%
Capital Outlay	-	0.0%
Total Expenditure	\$ 15,911,016.00	100.0%



Durham Public Schools
 Budget Amendment #2
 Child Nutrition Fund by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
Child Nutrition Fund Expenditures							
5000	Instructional Services	-	-	-	-	-	0.00%
6000	System Wide Support Services	-	-	-	-	-	0.00%
7000	Ancillary Services	14,297,169.00	725,000.00	-	-	15,022,169.00	94.15%
8000	Non-Programmed Services	888,847.00	-	-	-	888,847.00	5.85%
9000	Capital Outlay	-	-	-	-	-	0.00%
Total		15,186,016.00	725,000.00	-	-	15,911,016.00	100.0%

Child Nutrition Fund Revenues							
3811	USDA Grants - Regular	10,327,576.00	-	-	-	10,327,576.00	68.01%
3814	USDA Grants - Summer Feeding Programs	432,033.00	-	-	-	432,033.00	2.84%
3815	USDA Grants - Commodity Foods Used	642,142.00	-	-	-	642,142.00	4.23%
3816	USDA Grants - Fresh Fruit and Vegetable	35,167.00	-	-	-	35,167.00	0.23%
4300	Sales and Other Revenues	3,281,551.00	-	-	-	3,281,551.00	21.61%
4340	State Reimbursement For Breakfast	20,440.00	-	-	-	20,440.00	0.13%
4450	Interest Earned on Investments	14,107.00	-	-	-	14,107.00	0.09%
4490	Miscellaneous Revenue	8,000.00	-	-	-	8,000.00	0.05%
4910	Fund Balance Appropriated	425,000.00	725,000.00	-	-	1,150,000.00	2.80%
Total		15,186,016.00	725,000.00	-	-	15,911,016.00	100%

Durham Public Schools
 Budget Amendment #2
 Child Nutrition Fund by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
5000- Instructional Services							
5100	Regular Instructional Services	-	-	-	-	-	0.00%
5200	Special Population Instructional Services	-	-	-	-	-	0.00%
5300	Alternative Program Instructional Services	-	-	-	-	-	0.00%
5400	School Leadership Services	-	-	-	-	-	0.00%
5500	Co-Curricular Services	-	-	-	-	-	0.00%
5800	School Based Support Services	-	-	-	-	-	0.00%
							0.0%
6000- System-Wide Support Services							
6100	Support and Development Services	-	-	-	-	-	0.00%
6200	Special Population Support Services	-	-	-	-	-	0.00%
6300	Alternative Program Support Services	-	-	-	-	-	0.00%
6400	Technology Support Services	-	-	-	-	-	0.00%
6500	Operational Support Services	-	-	-	-	-	0.00%
6600	Financial and Human Resources Services	-	-	-	-	-	0.00%
6700	Accountability Services	-	-	-	-	-	0.00%
6800	System-Wide Pupil Support Services	-	-	-	-	-	0.00%
6900	Leadership Services	-	-	-	-	-	0.00%
							0.0%
7000- Ancillary Services							
7100	Community Services	-	-	-	-	-	0.00%
7200	Nutrition Services	14,297,169.00	725,000.00	-	-	15,022,169.00	94.15%
		14,297,169.00	725,000.00			15,022,169.00	94.2%
8000- Non-Programmed Charges							
8100	Payments to Other Governmental Units	888,847.00	-	-	-	888,847.00	5.85%
8200	Unbudgeted Funds	-	-	-	-	-	0.00%
8500	Contingency	-	-	-	-	-	0.00%
8700	Scholarships	-	-	-	-	-	0.00%
		888,847.00				888,847.00	5.9%
9000- Capital Outlay							
9000	Capital Outlay	-	-	-	-	-	0.00%
							0.0%
	Total	15,186,016.00	725,000.00			15,911,016.00	100.0%

Durham Public Schools
 Budget Amendment #2
 Child Nutrition Fund by PRC
 Fiscal Year 2013-14

PRC	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
Child Nutrition Fund Expenditures						
035	Child Nutrition	15,186,016.00	725,000.00	-	-	15,911,016.00
Total		15,186,016.00	725,000.00	-	-	15,911,016.00
Child Nutrition Fund Revenues						
3811	USDA Grants - Regular	10,327,576.00	-	-	-	10,327,576.00
3814	USDA Grants - Summer Feeding Programs	432,033.00	-	-	-	432,033.00
3815	USDA Grants - Commodity Foods Used	642,142.00	-	-	-	642,142.00
3816	USDA Grants - Fresh Fruit and Vegetable	35,167.00	-	-	-	35,167.00
4300	Sales and Other Revenues	3,281,551.00	-	-	-	3,281,551.00
4340	State Reimbursement For Breakfast	20,440.00	-	-	-	20,440.00
4450	Interest Earned on Investments	14,107.00	-	-	-	14,107.00
4490	Miscellaneous Revenue	8,000.00	-	-	-	8,000.00
4910	Fund Balance Appropriated	425,000.00	725,000.00	-	-	1,150,000.00
Total		15,186,016.00	725,000.00	-	-	15,911,016.00

2013-2014

BUDGET AMENDMENT #2



Section 7

GRANT FUND BUDGET

DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
Grant Fund Summary

The Durham County Board of Education at a meeting on the 24th day of April passed the following resolution. Be it resolved that the following Amendment be made to the Budget Resolution for the fiscal year ending June 30, 2014.

Code #	Description	\$ Increases / (Decreases)
5000	Instructional Services	103,308.92
6000	System Wide Support Services	12,401.50
7000	Ancillary Services	-
8000	Non-Programmed Services	18,381.33
		-
Total		\$ 134,091.75

Explanation: The second Amendment to the grant fund represents an increase of \$134,091.75. The increase represents increase in the following programs:

- PRC 535 Stars Grant (21st Century)
- PRC 543 NC New School Project Inc.
- PRC 650 Parking Fees
- PRC 754 Riverside Engineering Grant
- PRC 812 DPS Hub Farm
- PRC 828 NC New Schools_Southern HS
- PRC 829 The Gathering Church-Tech Grant
- PRC 831 Cooking, Nutrition, & Outdoor Education Program
- PRC 832 Latino Family School & Community Grant

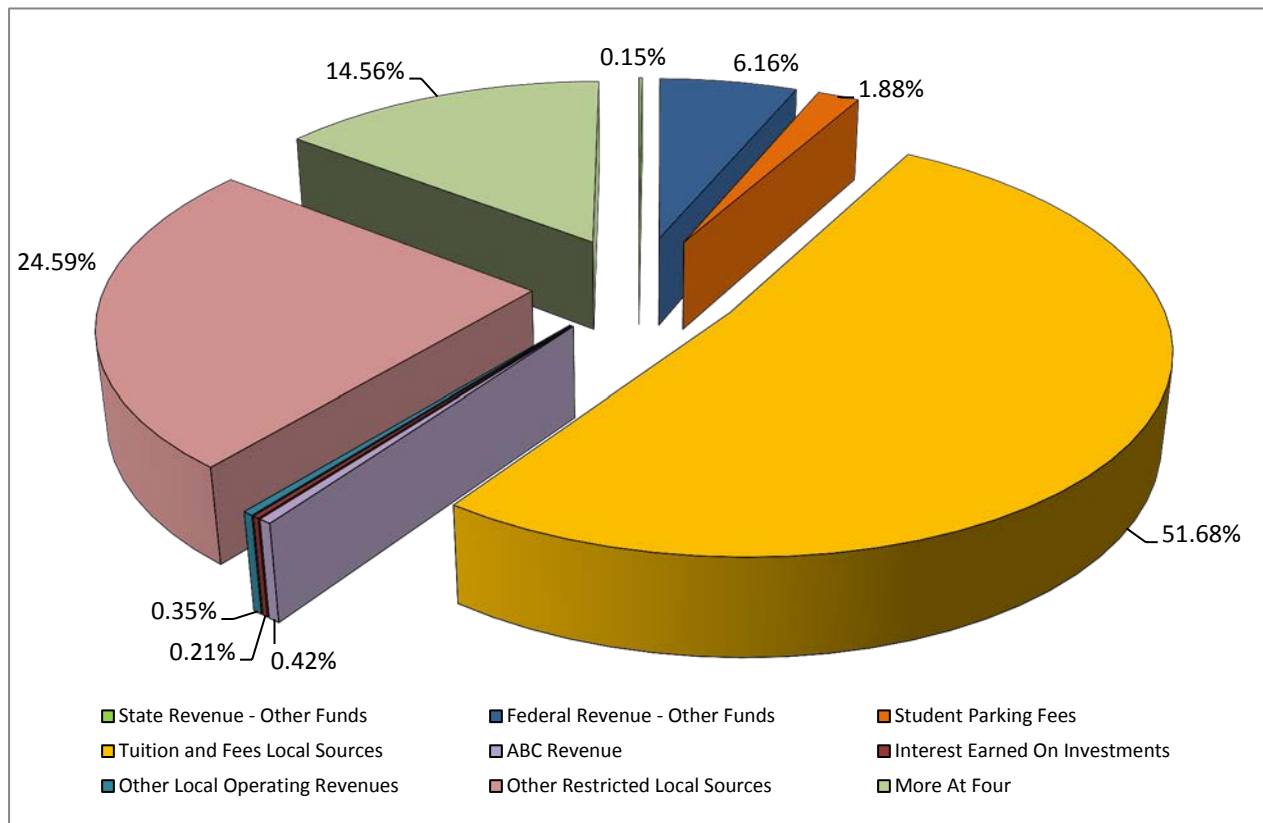
Total Increase / (Decrease)	<u>\$ 134,091.75</u>
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The following represents the State Fund as amended per Budget Amendment #1:

Total Appropriation in Current Budget	7,091,078.94
Amount of Increase (Decrease) of Above Amendment	134,091.75
Total Appropriation in Current Amended Budget	<u>\$ 7,225,170.69</u>

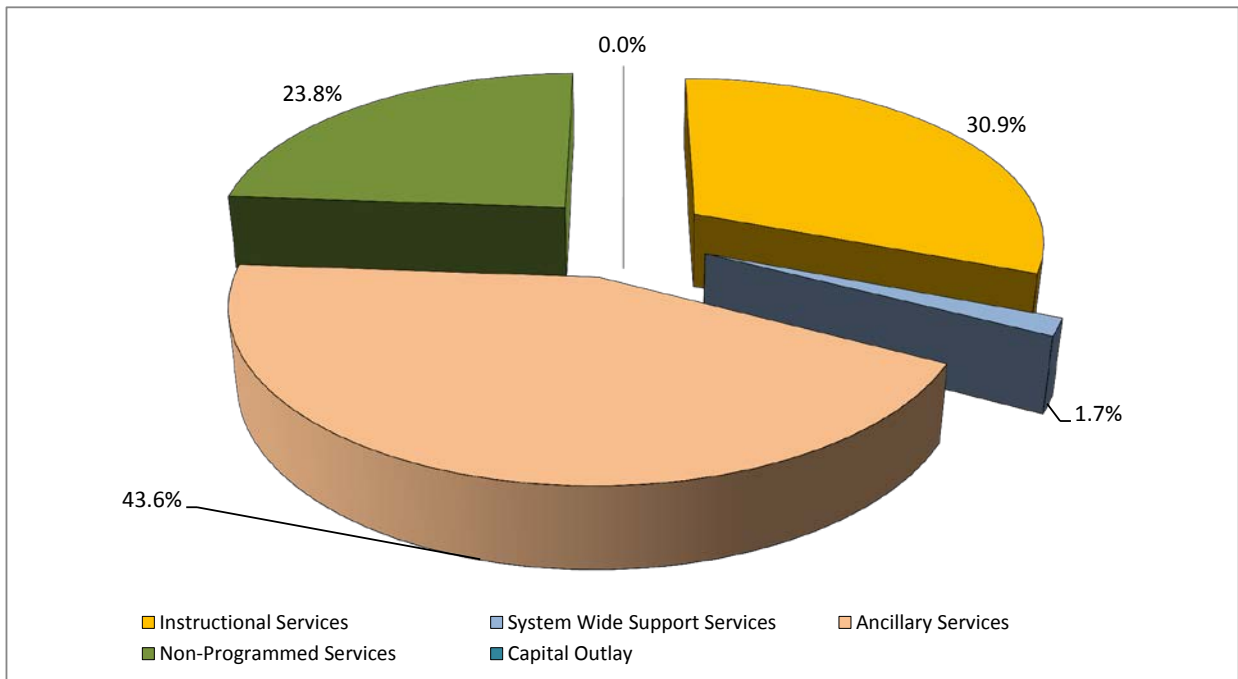
**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
GRANT FUND REVENUES**

Revenues	Amount	Percent
State Revenue - Other Funds	\$ 11,154.95	0.15%
Federal Revenue - Other Funds	444,876.38	6.16%
Student Parking Fees	135,960.12	1.88%
Tuition and Fees Local Sources	3,734,066.15	51.68%
ABC Revenue	30,304.81	0.42%
Interest Earned On Investments	14,903.38	0.21%
Other Local Operating Revenues	25,452.63	0.35%
Other Restricted Local Sources	1,776,715.34	24.59%
More At Four	1,051,736.93	14.56%
Total Revenue	\$ 7,225,170.69	100.0%



**DURHAM PUBLIC SCHOOLS
2013-14 BUDGET AMENDMENT #2
GRANT EXPENSE BY PURPOSE**

Expenditures	Amount	Percent
Instructional Services	\$ 2,232,658.19	30.9%
System Wide Support Services	120,258.86	1.7%
Ancillary Services	3,150,521.97	43.6%
Non-Programmed Services	1,721,731.67	23.8%
Capital Outlay	-	0.0%
Total Expenditure	\$ 7,225,170.69	100.0%



Durham Public Schools
 Budget Amendment #2
 Grant Fund by Purpose
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
Grant Fund Expenditures							
5000	Instructional Services	2,012,024.66	117,324.61	103,308.92		2,232,658.19	29.22%
6000	System Wide Support Services	60,604.86	47,252.50	12,401.50		120,258.86	0.88%
7000	Ancillary Services	3,077,154.45	73,367.52	-		3,150,521.97	44.68%
8000	Non-Programmed Services	1,737,022.34	(33,672.00)	18,381.33		1,721,731.67	25.22%
9000	Capital Outlay	-	-	-		-	0.00%
Total		6,886,806.31	204,272.63	134,091.75	-	7,225,170.69	100.0%

Grant Fund Revenues							
3200	State Revenue - Other Funds	11,154.95	-	-		11,154.95	0.16%
3700	Federal Revenue - Other Funds	444,876.38	-	-		444,876.38	6.46%
4210	Student Parking Fees	119,512.12	14,619.50	1,828.50		135,960.12	1.74%
4210	Tuition and Fees Local Sources	3,658,700.00	75,366.15	-		3,734,066.15	53.13%
4440	ABC Revenue	30,304.81	-	-		30,304.81	0.44%
4450	Interest Earned On Investments	14,903.38	-	-		14,903.38	0.22%
4490	Other Local Operating Revenues	25,071.56	381.07	-		25,452.63	0.36%
4890	Other Restricted Local Sources	1,533,846.18	110,605.91	132,263.25		1,776,715.34	22.27%
4890	More At Four	1,048,436.93	3,300.00	-		1,051,736.93	15.22%
Total		6,886,806.31	204,272.63	134,091.75	-	7,225,170.69	100%

Durham Public Schools
 Budget Amendment #2
 Amendment by Fund
 Fiscal Year 2013-14

Purpose	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget	%
5000- Instructional Services							
5100	Regular Instructional Services	510,025.90	62,805.43	10,257.92		583,089.25	7.41%
5200	Special Population Instructional Services	423,193.01	29,750.00	30,910.00		483,853.01	6.14%
5300	Alternative Program Instructional Services	755,761.77	28,729.18	61,963.00		846,453.95	10.97%
5400	School Leadership Services	500.00	-	-		500.00	0.01%
5500	Co-Curricular Services	63,691.30	900.00	(150.00)		64,441.30	0.92%
5800	School Based Support Services	258,852.68	(4,860.00)	328.00		254,320.68	3.76%
		2,012,024.66	117,324.61	103,308.92	-	2,232,658.19	29.2%
6000- System-Wide Support Services							
6100	Support and Development Services	4,667.14	(900.00)	-		3,767.14	0.07%
6200	Special Population Support Services	-	-	-		-	0.00%
6300	Alternative Program Support Services	-	-	-		-	0.00%
6400	Technology Support Services	-	-	-		-	0.00%
6500	Operational Support Services	6,594.01	-	10,901.00		17,495.01	0.10%
6600	Financial and Human Resources Services	-	-	-		-	0.00%
6700	Accountability Services	-	-	-		-	0.00%
6800	System-Wide Pupil Support Services	49,343.71	48,152.50	1,500.50		98,996.71	0.72%
6900	Leadership Services	-	-	-		-	0.00%
		60,604.86	47,252.50	12,401.50	-	120,258.86	0.9%
7000- Ancillary Services							
7100	Community Services	3,068,195.30	73,367.52	-		3,141,562.82	44.55%
7200	Nutrition Services	8,959.15	-	-		8,959.15	0.13%
		3,077,154.45	73,367.52	-	-	3,150,521.97	44.7%
8000- Non-Programmed Charges							
8100	Payments to Other Governmental Units	618,185.59	-	-		618,185.59	8.98%
8200	Unbudgeted Funds	1,118,836.75	(33,672.00)	18,381.33		1,103,546.08	16.25%
8500	Contingency	-	-	-		-	0.00%
8700	Scholarships	-	-	-		-	0.00%
		1,737,022.34	(33,672.00)	18,381.33	-	1,721,731.67	25.2%
9000- Capital Outlay							
9000	Capital Outlay	-	-	-		-	0.00%
		-	-	-		-	0.0%
	Total	6,886,806.31	204,272.63	134,091.75	-	7,225,170.69	100.0%

Durham Public Schools
 Budget Amendment #2
 Grant Fund by PRC
 Fiscal Year 2013-14

PRC	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
Grant Fund Expenditures						
332	Contingency	369,381.61	-	-	-	369,381.61
335	Fresh Fruit And Vegetable	3,154.95	-	-	-	3,154.95
343	National Science Foundation	3,434.70	-	-	-	3,434.70
350	History Link	69,060.06	-	-	-	69,060.06
401	Child Care Service Grant	2,103.67	-	-	-	2,103.67
500	Golden Corral Foundation	7,795.22	-	-	-	7,795.22
501	Della Bradsher Scholarship	37,134.17	-	-	-	37,134.17
503	Duke- Reading Academy - Forest View	18,679.18	-	-	-	18,679.18
504	Watts Afterschool Reading	-	18,679.18	-	-	18,679.18
505	A T & T Grant - Early College	33,888.27	-	-	-	33,888.27
508	Sertoma	4,723.25	-	-	-	4,723.25
512	Hedgepath Grant	50,775.99	-	-	-	50,775.99
517	Forensic League	4,443.25	-	-	-	4,443.25
519	Duke -DGIN-Great Readers of Watts (G.R.O.W)	12,675.72	-	-	-	12,675.72
521	USF- Outdoor Classroom-Southern HS	-	16,000.00	-	-	16,000.00
522	Burroughs Welcome Grant	3.96	-	-	-	3.96
526	LUMR Grant	2,285.64	-	-	-	2,285.64
529	Close-up	7,268.24	-	-	-	7,268.24
534	Duke - DGIN Forest View	25,880.26	-	-	-	25,880.26
535	Stars Grant (21st Century)	-	-	99,422.00	-	99,422.00
536	UNC Dev. Schools - Forest View	11,937.18	-	-	-	11,937.18
537	I3- Project Reads Grant	254,411.08	-	-	-	254,411.08
538	Durham New School (CMA)	5,291.05	-	-	-	5,291.05
541	Stars Grant	824.46	-	-	-	824.46
543	NC New School Project Inc.	5,728.27	-	695.92	-	6,424.19
548	Morgan Creek Foundation Grant	1,280.24	-	-	-	1,280.24
549	Burrough Wellcome - New Tech	1,982.14	-	-	-	1,982.14
550	Duke-DGIN E.K. Powe	7,493.00	-	-	-	7,493.00
552	Duke Neighborhood Fund	16,207.89	-	-	-	16,207.89
554	Arts Spotlight-Evening Entertainment	67,176.79	12,921.00	-	-	80,097.79
555	Cornwell Grant - Lakeview Program	751.54	-	-	-	751.54
556	Dpms Athletic Conference	24,747.46	-	-	-	24,747.46

Durham Public Schools
 Budget Amendment #2
 Grant Fund by PRC
 Fiscal Year 2013-14

PRC	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
Grant Fund Expenditures						
563	Student Science Enrichment Program	44,951.24	-	-	-	44,951.24
567	Support Our Student (SOS)	1,998.63	73,367.52	-	-	75,366.15
570	SECME-John Deere	10,526.33	-	-	-	10,526.33
574	Burroughs Wellcome Grant-Spring Valley	4,100.00	-	-	-	4,100.00
580	Lowe's Grove Health and Fitness	4,805.85	-	-	-	4,805.85
582	Student Scholarship For School Age	498,203.19	-	-	-	498,203.19
584	DASH Co-ACT Mini Grant	4,046.69	-	-	-	4,046.69
585	Early College High School Grant	37,346.84	-	-	-	37,346.84
586	Duke- Lead Mentor Program	2,864.53	-	-	-	2,864.53
587	Lamb Foundation of NC	873.40	-	-	-	873.40
590	Bond Referendum-Mary Ann Black	1,973.71	-	-	-	1,973.71
592	Gates New School Project (CMA)	17,510.82	-	-	-	17,510.82
598	More At Four Reimbursements	1,048,436.93	3,300.00	-	-	1,051,736.93
603	LSTA Grant	25,452.63	-	-	-	25,452.63
611	Durham ABC Board Grant	30,304.81	-	-	-	30,304.81
650	Parking Fees	119,512.12	14,619.50	1,828.50	-	135,960.12
704	Community Schools	3,671,400.00	-	-	-	3,671,400.00
754	Riverside Engineering Grant	-	-	5,000.00	-	5,000.00
800	Target School Award	29,501.61	-	-	-	29,501.61
803	Playworks - E.K. Powe	7,562.17	-	-	-	7,562.17
804	Foundation for Wellness	2,000.00	-	-	-	2,000.00
805	PTA - Forest View for Ipad	10.38	-	-	-	10.38
806	Playworks PTA- Hope Valley	7,500.00	-	-	-	7,500.00
807	RTTT-Job Creation	3,000.01	-	-	-	3,000.01
808	Duke-DGIN - Lakewood	22,001.24	-	-	-	22,001.24
809	Duke-DGIN Morehead	6,727.55	-	-	-	6,727.55
810	Duke-DGIN Rogers-Herr	20,981.51	-	-	-	20,981.51
811	Target-Literacy E.K. Powe	3,364.55	-	-	-	3,364.55
812	DPS Hub Farm	55,637.28	628.13	152.00	-	56,417.41
813	SAS-Singapore Math Pilot	26,098.16	21,620.00	-	-	47,718.16
814	David Garrard Foundation-Southern HS	2,605.18	-	-	-	2,605.18
815	Walmart Grant-Homeless Department	3,136.50	2,800.00	-	-	5,936.50
816	New Voices Project	38,829.36	30,000.00	-	-	68,829.36

Durham Public Schools
 Budget Amendment #2
 Grant Fund by PRC
 Fiscal Year 2013-14

PRC	Description	Budget Resolution	Amendment #1	Amendment #2	Amendment #3	Amended Budget
Grant Fund Expenditures						
817	United Way Campaign	764.20	-	-	-	764.20
818	STEM Grant - Teacher Edu Program (STEP)	1,094.73	-	-	-	1,094.73
819	Sprint-PBS Program - Glenn Es	2,410.96	-	-	-	2,410.96
820	DHHS-PHCAST	8,000.00	-	-	-	8,000.00
821	Duke-DGIN-DSA	15,669.00	-	-	-	15,669.00
822	CN- No Kid Hungry -Summer Food Services	5,000.00	-	-	-	5,000.00
823	FoodBall Program	11,334.96	-	-	-	11,334.96
824	NCA&T Univ.-Natuculture - Garden Projects	18,750.00	-	-	-	18,750.00
825	Responsive Classroom	20,000.00	-	-	-	20,000.00
826	Learn to Read & Reading to Learn - Dollar General Literacy	-	3,837.30	-	-	3,837.30
827	Arts In Education-AIE Residency	-	6,500.00	-	-	6,500.00
828	NC New Schools_ Southern HS	-	-	5,000.00	-	5,000.00
829	The Gathering Church-Tech Grant	-	-	5,000.00	-	5,000.00
831	Cooking, Nutrition, & Outdoor Education	-	-	9,260.00	-	9,260.00
832	Latino Family School	-	-	7,733.33	-	7,733.33
Total		6,886,806.31	204,272.63	134,091.75	-	7,225,170.69
Grant Fund Revenues						
3200	State Revenue - Other Funds	11,154.95	-	-	-	11,154.95
3700	Federal Revenue - Other Funds	444,876.38	-	-	-	444,876.38
4210	Student Parking Fees	119,512.12	14,619.50	1,828.50	-	135,960.12
4210	Tuition and Fees Local Sources	3,658,700.00	75,366.15	-	-	3,734,066.15
4440	ABC Revenue	30,304.81	-	-	-	30,304.81
4450	Interest Earned On Investments	14,903.38	-	-	-	14,903.38
4490	Other Local Operating Revenues	25,071.56	381.07	-	-	25,452.63
4890	Other Restricted Local Sources	1,533,846.18	110,605.91	132,263.25	-	1,776,715.34
4890	More At Four	1,048,436.93	3,300.00	-	-	1,051,736.93
Total		6,886,806.31	204,272.63	134,091.75	-	7,225,170.69



Date: April 10, 2014

**Durham Public Schools
SUPPORT SERVICES COMMITTEE
PRECIS**

Agenda Item: Substance Use: Education, Awareness and Prevention

Staff Liaison Present: Michelle Hedgepeth - Smith **Phone #:** 560-2032
Pamela Taylor **Phone #:** 560-2895
Theresa McGowan **Phone #:** 560-2122

Main Points:

- The goals and objectives of the of the district for anti-substance use education, awareness and prevention are three-fold: (1) to equip students with the knowledge and tools necessary to ensure academic and social success; (2) to reduce the prevalence of risk factors associated with alcohol and substance use; and (3) to reduce the alcohol and drug related offenses in our school learning community.
- Administration will highlight efforts underway including curriculum, support programs, and community partnerships.
- Administration is presenting this to the Board for information.

Fiscal Implications:

- None

Strategic Plan Alignment

- Goal VI - Wellness and Safety

<u>Purpose</u>			
Information	<input checked="" type="checkbox"/>	Discussion	<input type="checkbox"/>
Reviewed by:	<input type="checkbox"/>	Finance _____	<input type="checkbox"/>
			Attorney _____

Substance Use: Education, Awareness and Prevention

Support Services Committee April 10, 2014

Michelle Hedgepeth-Smith
Student Services Director

Pamela Taylor
Student Services Coordinator

Theresa McGowan
Preventative Services Director

The goals and objectives of the district for anti- substance use are three-fold:

- 1.** To equip students with the knowledge and tools necessary to ensure academic and social success;
- 2.** To reduce the prevalence of risk factors associated with alcohol and substance use; and
- 3.** To reduce the alcohol and drug related offenses in our school learning community.

Policy 4401 Alcohol and Substance Abuse Prevention

4401.1 Prevention

- Create a caring, drug-free school environment by supporting a strong **continuum of care**
- Institute a comprehensive K-12 **curriculum**
- Establish a positive, drug-free educational environment in which problems can be addressed in a **healthful and supportive** atmosphere

4401.2 Intervention

- Assessment, and/or appropriate support services
- In-school or out-of-school consequences

4401.3 Support Services

- School based support
- Counseling

HEALTHFUL LIVING CURRICULUM

- The substance abuse unit is taught in Grades 6 – 9 which includes:
 - ✓ the use of anti-substance use curriculum objectives;
 - ✓ interactive project based learning activities; and
 - ✓ protective choices.
- The substance abuse unit is covered annually.
- All high school students take the Healthful Living class as a requirement for graduation.

Alcohol, Tobacco and Other Drugs (ATOD)

- **Healthful Living curriculum** has a specific unit of study for alcohol, tobacco and other drugs.
- The main focus of the content is to create **awareness, knowledge** and **understanding** on the health issues related to alcohol, tobacco and certain types of drug abuse.
- The content covers how students can make others aware of the **dangers** of ATOD and how to **influence peers** in the abstinence and dangers of ATOD.
- The content covers the **effects** of ATOD on families.

Counselors and Social Workers

- One-on-one counseling sessions
- Small group guidance
- Referrals for outside counseling services
- Classroom guidance lessons, special programs

Drug Education and Counseling (DEAC)

- When a first infraction of policy involves only possession, use, and/or being under the influence of a prohibited substance, an alternative to long-term suspension shall be offered.

Community Support

- Alcohol and drug counseling services by outside agencies provide direct services for students who need professional alcohol and substance abuse counseling.
- Students in violation of the alcohol and/or substance use policy are able to participate in preventative and intervention counseling with licensed clinicians.

Alcohol Beverage Commission Grant

- Alcohol and drug counseling services
- Anti-drinking and driving events
- Instructional supplies and materials for anti-substance use projects
- School projects aimed at anti-alcohol and substance abuse

Prevention Programs and Services

- Red Ribbon Week
- Substance Counseling
- Mental Health referrals
- SROs (School Resource Officers)
- “Wise Guys”
- BADD – Durham TRY
- Partnership agreements with El Futuro, Duke Center for Adolescent Substance Abuse, PROUD (Personal Responsibilities to Overcome with Understanding and Determination), Durham County Speaking Out Against Substance Abuse(S.O.A.S.A.) workshops
- Project Graduation

A large sunburst graphic with many thin white lines radiating from a central point, set against a light blue background.

Discussion



One Vision. One Durham.

Date: April 10, 2014

**Durham Public Schools
SUPPORT SERVICES COMMITTEE
PRECIS**

Agenda Item: 2014 – 2015 School Calendars for Small Specialty High Schools

Staff Liaison Present: Dr. Deborah Pitman Phone #: 560-2554
Kendra O’Neal-Williams 560-3699

Main Points:

- Administration recommends the following 2014-2015 Small Specialty High School instructional calendars. Each calendar has been developed and aligned with a community college or university schedule that permits students to accelerate their program of study and receive higher education credit.

- The following small specialty high school calendars are attached for review and discussion:
 - City of Medicine Academy (Durham Technical Community College)
 - J.D. Clement Early College High School (North Carolina Central University)
 - Middle College High School (Durham Technical Community College)

- Administration is presenting this information to the committee for discussion and subsequent board approval.

Fiscal Implications:

- None

Strategic Plan Alignment:

- Goal 1 – Ensure achievement of high academic performance by all students.

<u>Purpose</u>	
Information <input type="checkbox"/>	Discussion <input checked="" type="checkbox"/>
Reviewed by:	<input type="checkbox"/> Finance ____ <input type="checkbox"/> Attorney ____

2014-2015 School Calendars for Small Specialty High Schools

Support Services Committee April 10, 2014

Dr. Deborah Pitman
Assistant Superintendent
Student, Family & Community Services

Kendra O'Neal-Williams
Director
Community Education Department

Calendar Law

- Start/End Date - The state board provides program exemptions from the calendar start/end date upon program approval via the Cooperative Innovative High School Programs application for all DPS small high schools.
- Minimum of 185 days or **1,025 hours (DPS)**
- Minimum of 10 Workdays
- 10/11 Holidays depending on where Christmas falls
 - Labor Day, Veterans Day*, Thanksgiving (2), Christmas (3), New Years Day, Martin Luther King Day, Good Friday, and Memorial Day.
- 10 Annual Leave days
- Inclement Weather Plan

**Any holiday except Veterans Day may be moved to a different day*

Small High School Calendar Committee

Membership

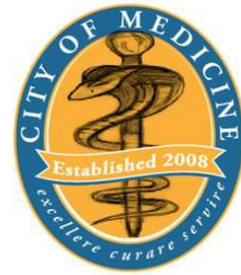
- School administration, school staff and parents

Process

- Align the calendar to the calendar of postsecondary institution (DTCC or NCCU)
- School communities must vote and submit calendar recommendations to the Community Education Department by March 14, 2014

The background of the slide is a light blue gradient with a sunburst pattern of thin white lines radiating from the center.

Discussion



2014-15 CALENDAR

1 =NO CMA CLASSES--Faculty workday

1 =NO CMA CLASSES--Holiday

1 =NO CMA CLASSES--Staff annual leave

1 =Early Release Day

(181 CMA school days numbered in *italics.*)

IMPORTANT DATES

- 8/5: New Family Orientation (evening)
- 8/7: CMA classes begin
- 8/18: DTCC classes begin
- 9/1: No CMA/DTCC classes (Labor Day)
- 10/9: End of 1st marking pd.
- 10/16: Report cards available for pick-up
- 10/14-10/17: No DTCC classes
- 11/11: No CMA classes--Veterans' Day. (DTCC classes in session)
- 11/26-11/28: No CMA or DTCC classes (Thanksgiving Holiday).
- 12/12-12/18: CMA Final Exams/EOCs
- 12/17: LAST DAY OF DTCC CLASSES
- 12/18: LAST DAY OF CMA CLASSES
- 1/2: No CMA classes (teacher workday/inclement weather make-up)
- 1/5: CMA classes begin
- 1/12: DTCC classes begin
- 1/9: Report cards available for pick-up
- 1/19: No CMA/DTCC class-MLK holiday
- 2/16: No CMA classes (teacher workday/inclement weather make-up)
- 3/6: End of 1st marking pd. (2nd sem.)
- 3/9-3/13: No CMA classes (Spring Br./Inclem. Weather make-up days)
- 3/10-3/14: No DTCC classes (Spring Br./Inclement weather make-up days)
- 3/16: No CMA classes (teacher workday/inclement weather make-up)
- 3/20: Report cards available for pick-up
- 4/3: No DTCC/CMA classes (Holiday)
- 5/12: LAST DAY OF DTCC CLASSES
- 5/18-5/22: CMA Final Exams/EOCs
- 5/22: LAST DAY OF CMA CLASSES
- 5/25: No CMA/DTCC classes, Mem. Day
- 5/26-29: Teacher workday/inclement weather make-up day
- 5/27: Report cards available for pick-up

August

Mon	Tue	Wed	Thu	Fri
4	5	6	7	8
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25	26	27	28	29

January

Mon	Tue	Wed	Thu	Fri
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September

Mon	Tue	Wed	Thu	Fri
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22	23	24	25	26

February

Mon	Tue	Wed	Thu	Fri
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23	24	25	26	27

October

Mon	Tue	Wed	Thu	Fri
Sep. 29	Sep. 30	1	2	3
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March

Mon	Tue	Wed	Thu	Fri
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November

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April

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December

Mon	Tue	Wed	Thu	Fri
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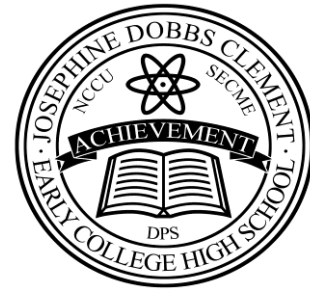
May

Mon	Tue	Wed	Thu	Fri
Apr. 27	Apr. 28	Apr. 29	Apr. 30	1
4	5	6	7	8
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CITY OF MEDICINE ACADEMY
 a Durham Public Schools magnet school
 301 Crutchfield Rd. Durham, NC 27701
 Tel.(919) 560-2001; <http://cma.dpsnc.net>





2014-15 CALENDAR

1 =NO ECHS CLASSES--Faculty workday

1 =NO ECHS CLASSES--Holiday

1 =NO ECHS CLASSES--Staff annual leave

1 =Early Release Day

(181 ECHS school days numbered in *italics*.)

IMPORTANT DATES

- 8/7: ECHS classes begin
- 8/14: Open House
- 9/1: No ECHS classes (Labor Day)
- 10/9: End of 1st marking pd.
- 11/10: No ECHS classes--Veterans' Day.
(**NCCU classes in session**)
- 11/26-11/28: No ECHS classes
(Thanksgiving Holiday).
- 12/12-12/18 - ECHS Final Exam/EOCs
- 12/18: LAST DAY OF ECHS CLASSES
- 1/5: ECHS classes begin
- 1/9: Report cards available for pick-up
- 1/19: No ECHS classes-MLK holiday
- 3/6: End of 1st marking pd. (2nd sem.)
- 3/9-3/13: No ECHS classes (Spring Br./Inclm. Weather make-up days)
- 3/20: Report cards available for pick-up
- 4/17- 4/20: No ECHS classes
(Holiday; Teacher workday/inclement weather make-up day)
- 5/12: LAST DAY OF NCCU CLASSES
- 5/18-5/22: ECHS Final Exams/EOCs
- 5/22: LAST DAY OF ECHS CLASSES
- 5/26-29: Teacher workdays/inclement weather make-up days.

J.D. Clement Early College High School
1801 Fayetteville Street
Robinson Science Building-NCCU
Durham, NC 27707
Tel.(919) 560-2696
website: <http://echs.dpsnc.net>

A Durham Public Schools
Magnet School



August				
Mon	Tue	Wed	Thu	Fri
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January				
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September				
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February				
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23	24	25	26	27

October				
Mon	Tue	Wed	Thu	Fri
Sep. 29	Sep. 30	1	2	3
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March				
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November				
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24	25	26	27	28

April				
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December				
Mon	Tue	Wed	Thu	Fri
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29	30	31		

May				
Mon	Tue	Wed	Thu	Fri
Apr. 27	Apr. 28	Apr. 29	Apr. 30	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29



Theme: Dual/Enrollment (high school/college)

2014-15 CALENDAR

1 = NO MCHS CLASSES--Faculty workday

1 = NO MCHS CLASSES--Holiday

1 = NO MCHS CLASSES--Staff annual leave

(181 MCHS school days numbered in *italics*.)

IMPORTANT DATES

- 8/5: New Student Orientation (Educ. Resource Ctr. Aud. 6:00 PM)
- 8/7: MCHS classes begin
- 8/18: DTCC classes begin
- 9/1: No MCHS/DTCC classes (Labor Day)
- 10/9: End of 1st marking pd.
- 10/16: Report cards available for pick-up
- 10/14-10/17: No DTCC classes
- 11/10: No MCHS classes--Veterans' Day. (**DTCC classes in session**)
- 11/26-11/28: No MCHS or DTCC classes (Thanksgiving Holiday).
- 12/12-12/18 - MCHS Final Exam/EOCs
- 12/17: LAST DAY OF DTCC CLASSES
- 12/18: LAST DAY OF MCHS CLASSES
- 1/2: No MCHS classes (teacher workday/inclement weather make-up)
- 1/5: MCHS classes begin
- 1/12: DTCC classes begin
- 1/9: Report cards available for pick-up
- 1/19: No MCHS/DTCC class-MLK holiday
- 2/16: No MCHS classes (teacher workday)
- 3/6: End of 1st marking pd. (2nd sem.)
- 3/9-3/13: No MCHS classes (Spring Br./Inclem. Weather make-up days)
- 3/10-3/14: No DTCC classes (Spring Br./Inclement weather make-up days)
- 3/20: Report cards available for pick-up
- 4/3-4/6: No DTCC/MCHS classes (Holiday/Teacher workday)
- 5/12: LAST DAY OF DTCC CLASSES
- 5/15-5/21: MCHS Final Exams/EOCs
- 5/22: LAST DAY OF MCHS CLASSES
- 5/26-29: Teacher workday/inclement weather make-up day

Middle College High School at
Durham Technical Community College
1616 Cooper St., Newton Building
Durham, NC 27703
Tel.(919) 536-7203, Fax (919) 536-7294

August

Mon	Tue	Wed	Thu	Fri
4	5	6	7 ¹	8 ²
11 ³	12 ⁴	13 ⁵	14 ⁶	15 ⁷
18 ⁸	19 ⁹	20 ¹⁰	21 ¹¹	22 ¹²
25 ¹³	26 ¹⁴	27 ¹⁵	28 ¹⁶	29 ¹⁷

January

Mon	Tue	Wed	Thu	Fri
			1	2
5 ⁹¹	6 ⁹²	7 ⁹³	8 ⁹⁴	9 ⁹⁵
12 ⁹⁶	13 ⁹⁷	14 ⁹⁸	15 ⁹⁹	16 ¹⁰⁰
19	20 ¹⁰¹	21 ¹⁰²	22 ¹⁰³	23 ¹⁰⁴
26 ¹⁰⁵	27 ¹⁰⁶	28 ¹⁰⁷	29 ¹⁰⁸	30 ¹⁰⁹

September

Mon	Tue	Wed	Thu	Fri
1	2 ¹⁸	3 ¹⁹	4 ²⁰	5 ²¹
8 ²²	9 ²³	10 ²⁴	11 ²⁵	12 ²⁶
15 ²⁷	16 ²⁸	17 ²⁹	18 ³⁰	19 ³¹
22 ³²	23 ³³	24 ³⁴	25 ³⁵	26 ³⁶

February

Mon	Tue	Wed	Thu	Fri
2 ¹¹⁰	3 ¹¹¹	4 ¹¹²	5 ¹¹³	6 ¹¹⁴
9 ¹¹⁵	10 ¹¹⁶	11 ¹¹⁷	12 ¹¹⁸	13 ¹¹⁹
16	17 ¹²⁰	18 ¹²¹	19 ¹²²	20 ¹²³
23 ¹²⁴	24 ¹²⁵	25 ¹²⁶	26 ¹²⁷	27 ¹²⁸

October

Mon	Tue	Wed	Thu	Fri
Sep. 29 ³⁷	Sep. 30 ³⁸	1 ³⁹	2 ⁴⁰	3 ⁴¹
6 ⁴²	7 ⁴³	8 ⁴⁴	9 ⁴⁵	10 ⁴⁶
13 ⁴⁷	14 ⁴⁸	15 ⁴⁹	16 ⁵⁰	17
20 ⁵¹	21 ⁵²	22 ⁵³	23 ⁵⁴	24 ⁵⁵
27 ⁵⁶	28 ⁵⁷	29 ⁵⁸	30 ⁵⁹	31 ⁶⁰

March

Mon	Tue	Wed	Thu	Fri
2 ¹²⁹	3 ¹³⁰	4 ¹³¹	5 ¹³²	6 ¹³³
9	10	11	12	13
16 ¹³⁴	17 ¹³⁵	18 ¹³⁶	19 ¹³⁷	20 ¹³⁸
23 ¹³⁹	24 ¹⁴⁰	25 ¹⁴¹	26 ¹⁴²	27 ¹⁴³
30 ¹⁴⁴	31 ¹⁴⁵			

November

Mon	Tue	Wed	Thu	Fri
3 ⁶¹	4 ⁶²	5 ⁶³	6 ⁶⁴	7 ⁶⁵
10 ⁶⁶	11	12 ⁶⁷	13 ⁶⁸	14 ⁶⁹
17 ⁷⁰	18 ⁷¹	19 ⁷²	20 ⁷³	21 ⁷⁴
24 ⁷⁵	25 ⁷⁶	26	27	28

April

Mon	Tue	Wed	Thu	Fri
		1 ¹⁴⁶	2 ¹⁴⁷	3
6	7 ¹⁴⁸	8 ¹⁴⁹	9 ¹⁵⁰	10 ¹⁵¹
13 ¹⁵²	14 ¹⁵³	15 ¹⁵⁴	16 ¹⁵⁵	17 ¹⁵⁶
20 ¹⁵⁷	21 ¹⁵⁸	22 ¹⁵⁹	23 ¹⁶⁰	24 ¹⁶¹

December

Mon	Tue	Wed	Thu	Fri
1 ⁷⁷	2 ⁷⁸	3 ⁷⁹	4 ⁸⁰	5 ⁸¹
8 ⁸²	9 ⁸³	10 ⁸⁴	11 ⁸⁵	12 ⁸⁶
15 ⁸⁷	16 ⁸⁸	17 ⁸⁹	18 ⁹⁰	19
22	23	24	25	26
29	30	31		

May

Mon	Tue	Wed	Thu	Fri
Apr. 27 ¹⁶²	Apr. 28 ¹⁶³	Apr. 29 ¹⁶⁴	Apr. 30 ¹⁶⁵	1 ¹⁶⁶
4 ¹⁶⁷	5 ¹⁶⁸	6 ¹⁶⁹	7 ¹⁷⁰	8 ¹⁷¹
11 ¹⁷²	12 ¹⁷³	13 ¹⁷⁴	14 ¹⁷⁵	15 ¹⁷⁶
18 ¹⁷⁷	19 ¹⁷⁸	20 ¹⁷⁹	21 ¹⁸⁰	22 ¹⁸¹
25	26	27	28	29



A Durham Public Schools
Magnet School
Theme: Dual/Enrollment (high school/college)





One Vision. One Durham.

Date: April 10, 2014

Durham Public Schools Instructional Services Committee PRECIS

Agenda Items: Update on Programs for Exceptional Children

Staff Liaison Present: Kristin Bell, Ed.D. Phone #: 919-560-2503

Main Points:

- Administration will provide an update on Exceptional Children's (EC) programs.
- Staff will share an overview of the department's structure, major initiatives, as well as future plans and next steps.
- Administration presents this agenda item for information.

Fiscal Implications:

- These efforts are supported through federal, state, and local funds.

Strategic Plan Alignment:

- **Goal I.2.3** – Implement a systemic plan to provide students with disabilities access to learning opportunities to the maximum extent possible within the least restrictive learning environments.

Purpose

Information

Discussion

Reviewed by: **Finance** _____ **Attorney** _____

Exceptional Children Update

Instructional Services Committee

April 10, 2014

Dr. Kristin M. Bell

Executive Director for Exceptional Children

Legislation, Policy and Practice

- The Individuals with Disabilities Education Act (2004)
- Policies Governing Services for Children with Disabilities (NC Article 9)
- Section 504 of the Rehabilitation Act (OCR)
- Americans with Disabilities Act (ADA)
- No Child Left Behind (ESEA)
- Response to Intervention (RtI)
- Local Policies and Procedures (DPS)

Areas of Eligibility (14)

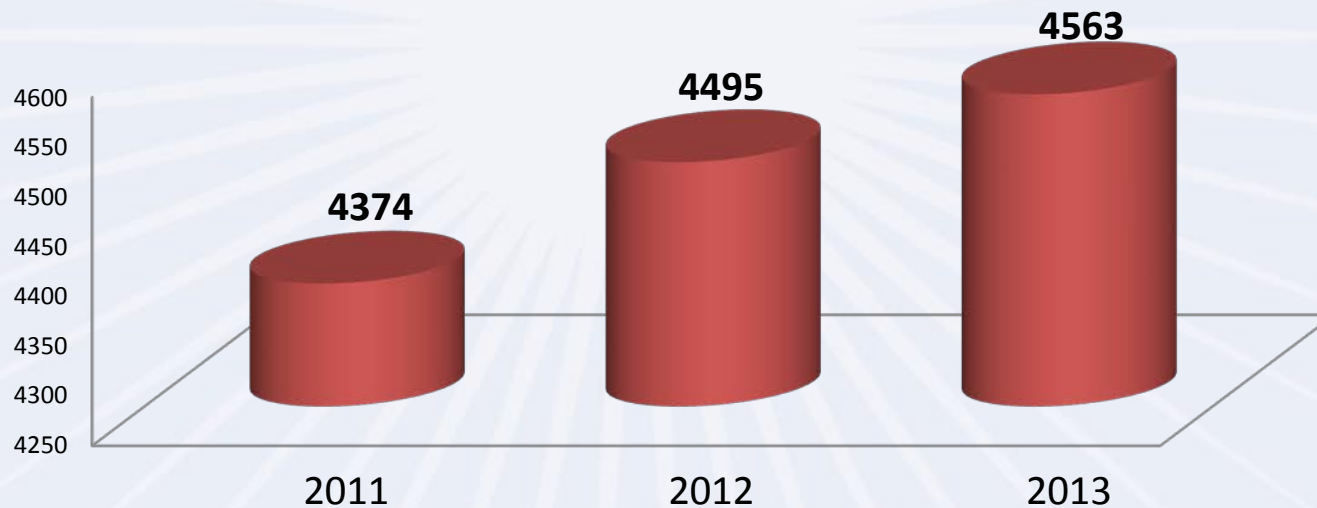
- Autism (AU)
- Deaf-blindness (DB)
- Deafness
- Developmental Delay (DD)
- Emotional Disability (SED)
- Hearing Impairment (HI)
- Intellectual Disability (ID)
- Multiple Disabilities (MU)
- Orthopedic Impairment (OI)
- Other Health Impairment (OHI)
- Specific Learning Disability (SLD)
- Speech or Language Impairment (SI)
- Traumatic Brain Injury (TBI)
- Visual Impairment (VI)

Related Services

- Audiology
- Counseling
- Medical services
- Occupational therapy
- Orientation and mobility services
- Parent counseling and training
- Physical therapy
- Psychological services
- Recreation
- Rehabilitation counseling services
- School health/nursing services
- Social work services
- Speech/language therapy
- Transportation

EC December Headcount Totals: 2011-2013

EC December 1 Headcounts: 2011-2013



Percentage of DPS Students with Disabilities: 2011-2013

School Year	DPS Enrollment	SWD	SWD Percent
2011-2012	32671	4374	13.40%
2012-2013	32484	4495	13.80%
2013-2014	33000	4563	13.80%

EC School-Age Eligibility Area Totals: 2011-2013

Eligibility Area	2011	2012	2013
Autism	377	441	494
Deaf-Blindness	2	3	4
Deafness	6	8	6
Developmental Delay	316	359	418
Hearing Impairment	94	90	88
Intellectual Disability - Mild	320	297	281
Intellectual Disability - Moderate	128	125	115
Intellectual Disability - Severe	15	15	10
Multiple Disabilities	88	96	99
Orthopedic Impairment	12	15	12
Other Health Impairment	742	739	789
Serious Emotional Disability	149	150	136
Specific Learning Disability	1427	1481	1498
Speech or Language Impairment	676	658	589
Traumatic Brain Injury	8	7	10
Visual Impairment incl. Blindness	14	11	14

Preschool Students with Disabilities: 2009-2013

Eligibility Area	2009	2010	2011	2012	2013
Autism	36	37	46	73	105
Developmental Delay	109	103	120	160	201
Hearing Impairment	9	4	4	4	7
Multiple Disabilities	3	0	9	8	7
Orthopedic Impairment	4	1	3	2	0
Other Health Impairment	0	3	3	2	3
Specific Learning Disability	1	0	0	1	0
Speech or Language Impairment	102	103	119	114	73
Traumatic Brain Injury	0	2	0	0	0
Visual Impairment incl. Blindness	2	2	1	1	2
Total	266	255	305	365	398

EC Service Delivery Options

School Age Continuum of EC Placements:

- Regular - 80% or more of the day with nondisabled peers
- Resource - 40% - 79% of the day with nondisabled peers
- Separate - 39% or less of the day with nondisabled peers
- Separate School
- Residential
- Home/Hospital

EC Separate or Self Contained Classrooms

Elementary	Middle	High	Other
7 Autism (AU) K-2	4 Serious Emotional Disability (SED)	6 Autism (AU)	16 Separate Preschool Classrooms
6 Autism (AU) 3-5	2 Multiple Disabilities (MU)	1 High Functioning Autism (HFAU)	*Red Mill COPE/Therapeutic (6-12)
7 COPE/Therapeutic	5 Intellectual Disability Moderate (IDMO)	8 Intellectual Disability-Moderate (IDMO)	
5 Developmental Needs (DN) K-2	5 Intellectual Disability Mild (IDMI)	4 Multiple Disabilities (MU)	
6 Developmental Needs (DN) 3-5	2 High Functioning Autism (HFAU)	Occupational Course of Study (OCS)	
5 Multiple Disabilities (MU) K-5	2 Cross Categorical (CC)		
	4 Autism (AU)		
36 Total	24 Total	19 Total	Total School Age: *80

EC Separate Classes By School: Elementary School

School	EC Class	School	EC Class
Burton	AU K-2, AU 3-5	Little River	AU K-2, AU 3-5
Easley	COPE K-2, COPE 3-5	Morehead	DN 3-5, MU K-5
Forest View	DN K-2, DN 3-5	Oak Grove	COPE K-2, 3-4, 4-5
RN Harris	COPE K-2, COPE 3-5	Parkwood	AU K-2, AU 3-5
Hillandale	DN K-2, DN 3-5	Pearsontown	AU K-2, AU 3-5
Holt	DN K-2, DN 3-5	EK Powe	DN K-2, DN 3-5, MU K-5
Hope Valley	AU K-2, Deaf/Hard of Hearing	Southwest	DN K-2, DN 3-5
Lakewood	MU K-5, MU K-5	George Watts	AU K-2, AU 3-5

EC Separate Classes by School: Middle School

School	EC Class
Brogden	IDMO, IDMI, AU, SED
Carrington	IDMI, SED, High Functioning AU
Githens	AU, Cross-Categorical, High Functioning AU,
Lowe's Grove	IDMI, IDMO, SED, MU
Lucas	IDMI, IDMO, AU
Neal	IDMO, SED, MU
Rogers Herr	IDMO, Deaf-Hard of Hearing
Shepard	IDMO

EC Separate Programs: High School

School	EC Class
DSA	6-8 Cross Categorical, 6-8 AU, HS AU, HS AU
Creative Studies	Red Mill COPE
CMA	Project SEARCH (Duke Regional Hospital)
Hillside	AU, IDMO, MU
Jordan	IDMO, AU, IDMO
Northern	MU, AU, IDMO, High Functioning AU
Riverside	MU, IDMO
Southern	MU, IDMO, IDMO, IDMO, AU

Challenges & Opportunities

- Recruitment and Retention of Highly Qualified Teachers
- Capacity Building at School Level (Quality IEPs, LEA representation, MDR meetings, Behavior Intervention Plans)
- Disproportionality: Discipline and Suspensions
- Behavior Support and Increasing Mental Health Needs for Students
- Proximity to Top-Notch Medical Schools, Facilities, and Services
- Proximity to Top-Notch Law Schools
- Public Interest in Performance of Students with Disabilities as well as Minorities

Highlights and Areas of Focus:

- Collaboration with Area Superintendents (network meetings for cross-departmental cohesion)
- Access to databases to analyze achievement and discipline data points
- Fully staffed EC Central Office Team
- EC Collaboration with SFCS to Address Discipline/Suspension-Disproportionality
- Co-teaching supports and professional development across all grade levels

Discussion