

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: MARCH 19, 2020

AGENDA ITEM NUMBER: 9

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF ITS DEPARTMENT OF SOCIAL SERVICES, AND THE WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION AND AUTHORIZING AN AGREEMENT WITH HERE '2 THERE VAN SERVICE, INC., FOR FOSTER CARE TRANSPORTATION SERVICES

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS YES NO

SIGNATURE: f. Dudley Watts, Jr. /AMS DATE: March 31, 2020
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF ITS
DEPARTMENT OF SOCIAL SERVICES, AND THE WINSTON-SALEM/FORSYTH
COUNTY BOARD OF EDUCATION AND AUTHORIZING AN
AGREEMENT WITH HERE '2 THERE VAN SERVICE, INC.,
FOR FOSTER CARE TRANSPORTATION SERVICES**

WHEREAS the Forsyth County Department of Social Services (DSS) and the Winston-Salem/Forsyth County Board of Education (School System) desire to enter an Interlocal Agreement to clarify the procedures by which children in foster care will receive certain transportation services within the School System;

WHEREAS the Every Student Succeeds Act (ESSA) mandates that children in foster care remain in their school of origin upon coming into the custody of DSS, unless it is determined that remaining in the school of origin is not in that child's best interest, and the School System and DSS must collaborate to enhance school stability and timely access to academic settings for children in foster care;

WHEREAS the School System must include in their local plans assurances that transportation for students in foster care will be addressed timely and are required to establish, with DSS, points of contacts to ensure efficient and timely implementation of these mandates;

WHEREAS the cost of school transportation should not be a factor in determining the best interest of a child for the purpose of school selection, and DSS seeks to partner with the School System to implement an ongoing ESSA Transportation Plan with each party paying 50% of the cost to transport children in foster care to their schools if not serviced by normal school bus routes; and

WHEREAS the School System will contract with and pay Here '2 There Van Service, Inc., to meet the transportation needs of children coming into foster care or transitioning schools while in foster care until a permanent academic and transportation plan has been identified that is in the children's best interest, and DSS will reimburse the School System for 50% of such cost;

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the interlocal agreement, which is attached hereto as Exhibit 1 and incorporated herein by reference, between Forsyth County, on behalf of its Department of Social Services, and The Winston-Salem/Forsyth County Board of Education, for the provision of foster care transportation services, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the Interlocal Agreement, in substantially this form, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney;

BE IT FURTHER RESOLVED, that the County Manager is hereby authorized to execute the transportation agreement with the School System and Here '2 There Van Service, Inc., which is attached hereto as Exhibit 2 and incorporated herein by reference and amendments to the such agreement as necessary to continue the services during the current fiscal year and future years, no

later than June 30, 2024, within budgeted appropriations, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney;

BE IT FURTHER RESOLVED, that the County Manager is hereby authorized to execute subsequent agreements, in substantially the same form as Exhibit 2, with the School System and other ESSA transportation providers terminating no later than June 30, 2024, within budgeted appropriations, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney;

BE IT FURTHER RESOLVED, that this resolution ratifying interlocal cooperation between Forsyth County and The Winston-Salem/Forsyth County Board of Education is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this _____ day of April 2020

Exhibit 1

NORTH CAROLINA)

FORSYTH COUNTY)

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** dated as of July 1, 2019 (this "Agreement"), between Forsyth County, on behalf of its Department of Social Services, (hereinafter "DSS") and the Winston-Salem/Forsyth County Board of Education (hereinafter the "School System") and; Pursuant to the provisions of N.C.G.S. §160A-461 et seq., the School System and DSS hereby enter into this Agreement to clarify the procedures by which children in foster care will receive certain transportation services within the School System.

WITNESSETH

WHEREAS DSS is a child welfare agency as that term is used and defined in Every Student Succeeds Act (ESSA);

WHEREAS the School System is an "LEA" as that term is used and defined in the ESSA, and it receives Title I funds;

WHEREAS in December 2015, Congress passed the ESSA reauthorizing the Elementary and Secondary Education Act of 1965 (ESEA);

WHEREAS the ESSA has amended the McKinney-Vento Homeless Assistance Act and Title I, Part A, to change the way schools support the academic success of children and youth experiencing homelessness; and

WHEREAS these amendments require the School System and DSS to collaborate to ensure the educational stability of children in foster care;

NOW, THEREFORE, the parties hereto agree as follows:

School of Origin and Best Interest Determination

1. The School System hereby agrees to allow children in foster care to remain enrolled in their school of origin, unless a determination is made that it is not in the child's best interests to remain in the school of origin.

2. DSS, the School System, and other parties relevant to the child's educational needs, including but not limited to the child (if age appropriate), the child's parents, and the child's guardian ad litem will participate in best interest determination meetings to determine best interest as it relates to ensuring educational stability. Best interest decisions that remove a child from his or her school of origin shall be made by DSS, utilizing information from all parties, based initially on factors relating to the child's best interests, including, but not limited to, the following:

- a. consideration of the appropriateness of the current education setting;
- b. the proximity to the school in which the child is enrolled at the time of placement;
- c. safety;
- d. preferences of the youth, the youth's parent(s) or educational decision maker;
- e. age of the child;
- f. placement of siblings;
- g. special educational needs of the child;
- h. time in the school year;
- i. participation in extracurricular activities; and
- j. the effect of the commute on the child's well-being and education.

Best interest determinations shall not be made based solely on transportation costs.

3. The parties agree to the following procedures for how a best interest determination will be made:

- a. DSS and School System will identify an individual within their respective agencies to be a Point of Contact (POC) for addressing the educational needs of children in foster care.
- b. When DSS assumes custody of a child, DSS will notify the person designated herein as the POC for the School System as soon as possible, but within 5 business days, as to change of custody. This notification shall include (at a minimum) the address of the foster care placement, the anticipated or confirmed date the student will/was be placed in foster care, and the name of the educational decision maker for the student. The parties may utilize forms approved by the North Carolina Department of Social Services (NCDSS) and create additional forms as needed to facilitate this notification.
- c. When the School System receives notification that a child has been placed in foster care, a transportation vendor, identified by the School System, shall be arranged within 24-48 hours and begin transporting the child to his/her school of origin to assure consistency with his/her educational setting. These transports will continue until the School System has arranged and established a permanent school bus to continue transports with Forsyth County or until it is determined that it is in the child's best interest to permanently attend another school outside Forsyth County, at which time the child will be enrolled in his/her new school. At that time, the new school district will coordinate transportation for the child on a school bus within its district.
- d. When the School System receives a notification that child has been placed in foster care as described in Paragraph 3(b and c), the School System, DSS, parent and/or court approved caretaker which may consist of a foster parent, court sanctioned relative/kin placement, or residential provider, if available, shall take the necessary steps to determine whether the child should remain in his or her school of origin or if it would be in the child's best interest to move the child to another school. The School System and DSS must rely on the factors described in Paragraph 2, and they must make a determination as soon as reasonably possible. The child shall remain in his/her school of origin until a best interest determination meeting has been held and a final decision has been made in the child's best interest to stay in his/her school of origin or transition to another school.

- e. DSS will ensure that the School System has the following information to best prepare for the best interest determination meeting:
 - i. Date, time and location of meeting;
 - ii. Child's current school/school district;
 - iii. Child's identifying/demographic information;
 - iv. Transportation needs; and
 - v. Educational needs.
- f. The School System and DSS may consult with the student before making a best interest determination that would remove the child from his or her school of origin. The School System and DSS may also choose to consult the student's parent and/or court approved caretaker, if available, if they have information that would be helpful to the School System and DSS in making a best interest determination.
- g. If it is determined that it is not in the child's best interest to remain in his or her school of origin, DSS, in partnership with the School System, will immediately enroll the child in a new school that is in the child's best interest. If it is determined that the child must transition to a school system outside of Forsyth County, the receiving school system in the other county will immediately enroll the child in his/her new school in that other county.
- h. If any party participating in the best interest determination meetings is unsatisfied with the outcome of the meetings, the party should notify the point of contact for DSS who will try to resolve any issues. If a resolution is not reached, the DSS agency director or his/her designee will make the final decision, taking into consideration any orders from the Forsyth County Juvenile Court.

Transportation Funding

4. The School System will provide, arrange, and fund transportation for students in foster care to the same extent it provides, arranges, and funds transportation for other students in the district. Additionally, if a student in foster care needs transportation to his or her school of origin that would cause the School System to incur additional transportation costs, the School System and DSS agree to share the costs equally (50/50).

5. The parties hereto agree to the following procedures for how transportation will be used to maintain foster youth in their school of origin:

- a. By August 1 of each year, the School System and DSS will share the following information:
 - i. The number of students anticipated to be in foster care and attending their school(s) of origin during the upcoming school year;
 - ii. The projected additional transportation costs to the School System for school-of-origin transportation for students in foster care; and
 - iii. The amount of transportation funds available (or anticipated to be available) to each agency for transporting students in foster care to their school(s) of origin during the upcoming school year.
- b. The information described in Paragraph 5(a) may be updated by the parties at regular intervals during the school year to help anticipate and plan for ongoing funding needs.
- c. The parties agree that once a determination has been made about how a particular child's transportation costs will be funded, that funding will continue as long as the child remains in foster care and continues to attend his or her school of origin.

- d. Nothing herein shall prevent the parties from renegotiating how transportation funds are shared between the two agencies, particularly as circumstances change and new needs arise. At a minimum, the parties will revisit the cost sharing arrangement once a year.
 - e. The School System will be responsible for securing contracts with transportation companies as needed to provide required transportation services to children in foster care, subject to the cost sharing agreement with DSS contained herein,
6. The School System will invoice DSS for its share of additional costs on a quarterly basis, or more frequently if both parties agree. DSS shall make prompt and complete payment on all invoices. Upon request, DSS shall be entitled to a full accounting by line item detail in support of invoice calculations.
7. Under no circumstances should a student miss school due to disputes about payment. In the event there is a dispute between the parties about payment, the student will continue to receive transportation to the school of origin until the dispute is resolved, and the costs incurred during the dispute will be shared equally between the parties.

Designated Agency Contacts

8. The designated agency contacts for all communications and notifications required pursuant to this Agreement unless designees are otherwise appointed in writing are:

a. For the School System:

Dr. Angela P. Hairston, Superintendent
Winston-Salem/Forsyth County Schools
P.O. Box 2513
Winston-Salem, NC 27102
Phone: (336) 727-2912
Email: aphairston@wsfcs.k12.nc.us

b. For DSS:

Victor Isler, Director
Forsyth County Department of Social Services
741 North Highland Avenue
Winston-Salem, NC 27101
Phone: (336) 703-3401
Email: islervr@forsyth.cc

Dispute Resolution

9. Except as otherwise specifically provided herein, disputes arising under this agreement shall immediately be referred to the designated agency contacts for each agency. The designated agency contacts will work together in good faith to attempt to promptly resolve the dispute within no later than 10 business days after notice. If they are unable to resolve the dispute, each agency contact will notify his or her supervisor of the issue and determine the earliest possible date for the agency contacts and their supervisors to come together for a resolution meeting. If needed, the parties may choose to hire a mediator to help resolve the dispute. If the parties are unable to resolve

the dispute in the resolution meeting, the Chairman of the Board of Education and the Chairman of the County Board of Commissioners will be notified of the impasse. If DSS is dissatisfied with the outcome, DSS may seek the approval of the Forsyth County's Juvenile Court Judge.

Miscellaneous Provisions

10. The terms of this Agreement shall be for a term of one (1) year, commencing July 1, 2019, and continuing until June 30, 2020. The Agreement shall renew automatically for additional one (1) year terms beginning July 1 through June 30 thereafter, unless terminated by either party upon thirty (30) days written notice provided to the individuals identified in Section 8 above. Notwithstanding anything to the contrary herein, this Agreement shall terminate no later than June 30, 2024.
11. For the purposes of this Agreement, "foster care" does not include cases when DSS does not have custody of a child and makes a temporary safety placement with relatives or friends after removing a child from his or her home during the provision of child protective services or in-home services case management. Although those students may qualify for services under the McKinney-Vento Act, this determination will be made by the School System on a case-by-case basis.
12. If any part of this Agreement conflicts with state or federal laws, those laws shall control and the conflicting parts of this Agreement shall be disregarded.
13. The parties acknowledge that N.C.G.S. 7B-3100 allows for sharing of confidential information between county departments of social services and local school administrative units in order to protect the juvenile or to improve educational opportunities. Therefore, the parties will cooperate in sharing whatever student information is needed to fulfill the purposes of this Agreement and shall not be further disclosed internally within the DSS or the School System except upon a need to know basis internally. Both parties agree to comply with School System and DSS confidentiality requirements.
14. In accordance with N.C.G.S. § 115C-332.1, DSS shall annually ensure all employees and/or contracted personnel in direct interaction or contact with School System students are not listed on the North Carolina and National Sex Offender Registries. Any person listed on such registries shall not be allowed to provide services in the School System under any circumstances. The School System will also ensure that these reviews are carried out by all contracted personnel and volunteers providing transportation services as contemplated by this Agreement.
15. It is understood and agreed that this Agreement may be amended, in writing, by mutual agreement of the parties if at any time the need arises to add to, to reduce, or to change significantly the type or level of services provided.
16. The parties agree to discuss this arrangement, on an as-needed basis, in meetings between DSS and the School System to review processes, outcomes and to address opportunities for improvement.
17. Neither party has the authority to enter into contracts or agreements on behalf of the other party.

IN WITNESS WHEREOF, authorized representatives of the School System and Forsyth County, on behalf of DSS, have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and have affixed its seals, as applicable, to this Interlocal Agreement.

**Winston-Salem/Forsyth County
Board of Education**

Forsyth County, North Carolina

By: _____
Angela P. Hairston
Superintendent

By: _____
J. Dudley Watts, Jr.
County Manager

(SEAL)

(SEAL)

Exhibit 2

AGREEMENT FOR FOSTER CARE STUDENT TRANSPORTATION SERVICES

THIS AGREEMENT FOR FOSTER CARE STUDENT TRANSPORTATION SERVICES is made effective as of the 1st day of July, 2019 (“Effective Date”) by and between Here ‘2 There Van Service, Inc., a North Carolina Corporation (“Contractor”), the Winston-Salem/Forsyth County Board of Education, a public body corporate pursuant to North Carolina General Statute § 115C-40 (the “Board”), and Forsyth County, North Carolina, on behalf of its Department of Social Services (“DSS”). The Contract, the Board and DSS are hereinafter referred to collectively as the “Parties.”

WHEREAS DSS is a “child welfare agency” as that term is used and defined in the Every Student Succeeds Act (“ESSA”);

WHEREAS the Board is an “LEA” as that term is used and defined in ESSA, and it receives Title I funds;

WHEREAS the ESSA has amended the McKinney-Vento Homeless Assistance Act and Title I, Part A, to change the way schools support the academic success of children and youth experiencing homelessness;

WHEREAS these amendments require the Board and DSS to collaborate to ensure the educational stability of children in foster care;

WHEREAS children in foster care are enrolled within the Winston-Salem/Forsyth County Schools operated by the Board (“Foster Care Students”);

WHEREAS the Board and DSS have entered into an Interlocal Agreement that clarifies the procedures by which Foster Care Students will receive certain transportation services (“Interlocal Agreement”);

WHEREAS the Board and DSS have agreed to identify certain vendors that are able to assist in the transportation of Foster Care Students to and from school (“Transportation Services”);

WHEREAS the Board and DSS have identified Contractor as a vendor that is able to provide Transportation Services; and

WHEREAS the Parties desire to enter into this Agreement to supersede and replace any prior understanding, memorandum, or agreement among the Parties regarding transportation of Foster Care Students;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto contract, covenant and agree as follows:

1. TERM

The initial term of this Agreement shall begin on the Effective Date set forth above and shall be effective up to and including June 30, 2020 (the "Initial Term"), unless otherwise terminated as set forth herein. The Parties agree that this Agreement shall automatically renew for additional and successive one (1) year renewal terms ("Renewal Term") unless either party gives notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or any subsequent Renewal term of this Agreement. The decision to not renew this Agreement may be for any reason or for no reason. Each Renewal Term will commence at the expiration of the Initial Term or any subsequent Renewal Term. The Initial Term and each Renewal Term are collectively referred to as the "Term" herein. Notwithstanding anything to the contrary herein, this Agreement shall terminate no later than June 30, 2024.

2. TRANSPORTATION SERVICES

When the Board and DSS, by and through its employees, identify a Foster Care Student that needs transportation to and/or from school provided by a vendor, the Board shall notify Contractor of the request to provide Transportation Services and provide Contractor with the student-specific requirements set forth in Paragraph 3 below. Upon Contractor's notification from the Board of the request for Transportation Services, Contractor shall provide the Board with an estimate for providing the services pursuant to the rate schedule as described in Paragraph 4 and attached as Exhibit A. If Board selects Contractor as the vendor to provide the Transportation Services, Board shall notify Contractor and Contractor shall provide Transportation Services in accordance with this Agreement.

3. STUDENT-SPECIFIC REQUIREMENTS

In order for Contractor to provide an estimate for Transportation Services and to provide such services, the Board shall provide Contractor with the following student-specific requirements:

- a. Foster Care Student's name;
- b. Foster Care Student's residential address ("Home");
- c. Foster Care Student's assigned school ("School") and its address;
- d. The time Foster Care Student's instructional day begins and the time by which Foster Care Student must be picked up from Home;
- e. The time Foster Care Student's instructional day ends and the time by which Foster Care Student must be picked up from School; and
- f. Any other information relevant to the transportation of the Foster Care Student, such as whether the student utilizes a wheelchair.

Contractor agrees that the information provided pursuant to this paragraph is governed by the confidentiality provisions set forth in Paragraph 9 and shall not be disclosed. The confidentiality requirements regarding this information apply regardless of whether the Board approves Contractor's estimate and selects it to provide the Transportation Services for the Foster Care Student.

4. RATE SCHEDULE AND BILLING

Contractor agrees to provide Transportation Services pursuant to the rate schedule set forth in Exhibit A which is incorporated herein by reference. On the rate schedule, "Trip" shall be defined as (1) the transportation of the Foster Care Student from the student's Home, Daycare, or Before School Program to School; or (2) the transportation of the Foster Care Student from School to Student's Home, Daycare, or After School Program. Each driver shall maintain a daily written log to include the number of Trips each day for each Foster Care Student and any other information as Board may require. Contractor shall submit this log and an accompanying

invoice, signed by Contractor, to Board each month. The Board shall pay Contractor the entire invoiced amount for services only after it has received and approved the log accompanying the invoice. The Board shall invoice DSS for its one-half share of Contractor's approved amounts for services in accordance with the terms of the MOU, and DSS shall pay the Board one-half of the amount the Board paid to Contractor. The Board and DSS shall not assume any responsibility for fees or funding other than as set forth in this Agreement. Payments constituting the one-half share for each party shall not exceed \$35,000 annually in the term ending June 30, 2020, or such amounts as budgeted and agreed upon in writing by the parties for subsequent terms.

5. VEHICLE REQUIREMENTS

Contractor shall transport Foster Care Students in motor vehicles which meets all safety standards as set forth by N.C.G.S. § 20-183.3, all requirements of the rules of the North Carolina State Board of Education, all North Carolina Division of Motor Vehicle safety inspection regulations, and all other applicable laws of the State of North Carolina. Contractor agrees that it shall display a valid motor vehicle inspection sticker, as required by North Carolina law, on all vehicles used to transport Foster Care Students pursuant to this Agreement. At all times during the term of this Agreement, Contractor shall maintain any vehicle used to transport Foster Care Students in a state of good repair and cleanliness and in accordance with all applicable vehicle inspection standards. The Board and DSS may inspect at any reasonable time any vehicle Contractor uses pursuant to this Agreement. If the Foster Care Student being transported by Contractor utilizes a wheelchair, the motor vehicle used to transport Foster Care Student must be properly equipped to safely transport an individual in a wheelchair.

6. DRIVER'S LICENSE REQUIREMENTS

Contractor shall ensure that any driver assigned to transport Foster Care Students pursuant to this Agreement holds a valid North Carolina driver's license of the type required by law for operating the type of motor vehicle used to transport Student. Should any driver's license expire or be revoked for any reason, Contractor shall ensure that such driver ceases transporting Student immediately. Further, Contractor shall notify the Director of Transportation for Winston-Salem/Forsyth County Schools within twenty-four (24) hours of receipt of its notification that such driver's license has expired or been revoked.

7. BACKGROUND CHECKS

Contractor shall have or adopt a policy requiring a criminal history check on all persons offered employment as a driver before employing a driver to transport Foster Care Students pursuant to this Agreement. The policy shall be consistent with the terms and conditions set forth in N.C.G.S. § 115C-332 (a), (b), (d), (f), and (h). For the purpose of this Agreement, the term "local board of education" as used in the statute shall mean "Contractor."

In addition to the criminal history check set forth above, Contractor shall conduct an annual check of any person who has direct interaction with any student enrolled in Winston-Salem/Forsyth County Schools, including any driver, on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry in accordance with N.C.G.S. § 115C-332.1. Pursuant to N.C.G.S. § 115C-332.1, the Board prohibits any person listed on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry from having direct interaction with any students. It shall be the responsibility of Contractor to ensure that no employee, officer or agent appearing on any of the above-listed registries performs any service related to this Agreement.

8. PRE-EMPLOYMENT AND RANDOM DRUG TESTING

Contractor shall have or adopt a drug free workplace policy that includes pre-employment and random drug testing of any driver transporting Foster Care Students pursuant to this Agreement. Such policy shall be comparable to WS/FCS Policy and Administrative Regulation 4116.3, which can be viewed on the Winston-Salem/Forsyth County Schools' Website at <https://boardpolicyonline.com/?b=forsyth&s=191038> (Policy 4116.3) and <https://boardpolicyonline.com/?b=forsyth&s=191039> (Administrative Regulation 4116.3). Contractor shall provide WS/FCS a copy of its drug free workplace policy.

9. CONFIDENTIALITY

To the extent Contractor receives any confidential information regarding Foster Care Students, Contractor agrees to abide by the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99, as well as state and federal laws regarding confidentiality of student records and information, and not to release student educational records or information except as allowed by law. This confidentiality obligation survives the Term of this Agreement.

10. E-VERIFY

In accordance with N.C.G.S. § 143-133.3, the Board may not enter into this Agreement with Contractor unless Contractor and its subcontractors, if any, comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Accordingly, Contractor and its subcontractors are required, and hereby agree, to comply with the E-Verify requirements in Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall ensure that any subcontractor hired by it will comply with E-Verify.

11. NOTIFICATION OF DRIVERS AND PERSONNEL CHANGES

Contractor agrees to notify the Board immediately of the identity, including full name, address, and phone number, of all persons who will act as drivers pursuant to this Agreement. If there should be a change in personnel, the Board shall have a reasonable opportunity to make inquiry into the background of any new driver before said driver undertakes any duties under this Agreement.

12. DISCIPLINE OF STUDENT

Contractor and its employees, officers, and agents shall have no authority whatsoever to discipline any Foster Care Students. Contractor agrees that only authorized employees of Board may take disciplinary action against Foster Care Students. Notwithstanding these prohibitions, Contractor employees witnessing student misconduct (including, but not limited to, those actions outlined in Board Policy 5131 <https://boardpolicyonline.com/?b=forsyth&s=191130>) shall immediately report such incidents to the Director of Transportation, or his/her designee.

13. MOBILE PHONE USE PROHIBITED

Regardless of the type of vehicle used to transport Foster Care Students pursuant to this Agreement, any driver who transports a Foster Care Student pursuant to this Agreement shall comply with N.C.G.S. § 20-137.4 by not using a mobile telephone or any additional technology associated with a mobile telephone while the vehicle is in motion. Further, Driver shall comply with N.C.G.S. § 20-137.4A by not unlawfully using a mobile telephone for text messaging or electronic mail while operating a vehicle used to transport a Foster Care Student pursuant to this Agreement. Contractor shall take all steps necessary to ensure the driver's compliance with these requirements.

14. SPECIAL EDUCATION STUDENTS

To the extent that this Agreement involves the transportation of a student with special needs as defined by N.C.G.S. § 115C-109, Board may direct Contractor from time to time to implement applicable rules and regulations regarding the transportation of such student as promulgated by Board, the North Carolina State Board of Education or any other applicable agency or governing unit. Contractor shall immediately implement any such rules and regulations, which shall be deemed to be incorporated into this Agreement.

15. COMPLIANCE WITH BOARD POLICIES AND REGULATIONS

Contractor and its employees, officers and agents agree to comply with all requirements and responsibilities for drivers transporting students, as set forth in Board Administrative Regulation 4114.4 (<https://boardpolicyonline.com/?b=forsyth&s=191025>).

16. INSURANCE

Contractor warrants that it has commercial insurance coverage with limits of insurance not less than One Million and No/100 Dollars (\$1,000,000.00) to cover the transportation (including all owned vehicles, scheduled vehicles, hired vehicles and non-owned vehicles), and all of Contractor's other obligations and responsibilities under this Agreement. Contractor agrees to provide a certificate of insurance in the amount of no less than amounts specified above on which "The Winston-Salem/Forsyth County Board of Education, P.O. Box 2513, Winston-Salem, NC 27102" is named as an additional insured and certificate holder. Contractor agrees to provide the certificates to Board's Transportation Department with the execution of the Agreement and agrees to provide Board with thirty (30) days' notice in writing in advance of any cancellation, modification or reduction in Contractor's insurance coverage.

17. ACCIDENT REPORTS

In the event there is an accident involving Foster Care Students or a vehicle operated by Contractor while performing the obligations under this Agreement, Contractor shall report the accident immediately to the Director of Transportation, or his designee, and shall complete and submit to the designated representative of Board within forty-eight (48) hours of the accident a written accident report on the form provided by Board for this purpose.

18. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, shall be and act as an independent contractor and its officers, employees and agents shall not be considered officers, employees or agents of Board. As such, Contractor acknowledges and agrees that Board is not responsible in any way for the maintenance and/or operation of any motor vehicle used to transport Foster Care Students pursuant to this Agreement. Further, Contractor agrees to provide all manpower necessary to fully perform all aspects of its obligations under this Agreement. Contractor shall be solely responsible for the selection, employment, supervision, and termination of its personnel. Contractor shall be responsible for the payment of any and all salary, wages, and employees benefits that are due and payable to its employees. Contractor shall faithfully withhold and pay all federal and state income, F.I.C.A. and other taxes required by law.

19. INDEMNIFICATION

Contractor hereby agrees to assume total responsibility for the safety of Foster Care Students during the time such students are being transported pursuant to this Agreement. Contractor shall and does hereby indemnify, defend, and hold harmless Board and DSS and all of their respective

members, officers, employees and agents, from and against any and all liability (whether real or asserted), damages, claims, demands, losses, liens, expenses, costs (including legal fees), causes of action, suits, judgments, and other claims of any nature whatsoever by any person or entity, which Board and/or DSS may sustain by reason of, arising out of, caused by, or resulting from this Agreement, including the negligence or intentional misconduct of Contractor or its employees, officers, or agents, in the course of Contractor's performance of this Agreement or Contractor's failure to perform under this Agreement. This indemnification and hold harmless obligation survives the Term of this Agreement.

20. ASSIGNMENT AND SUBCONTRACTING

This Agreement may not be assigned, delegated, subcontracted or transferred by Contractor pursuant to contract or other agreement, operation of law (including merger), or otherwise without the express written consent of Board and DSS.

21. TERMINATION

Contractor's failure to comply with any provision of this Agreement, with any applicable policy or regulation adopted by Board, or with any directive issued by Board pursuant to this Agreement shall be cause for Board and/or DSS to immediately terminate this Agreement. DSS agrees that it shall not have the right to terminate this Agreement with Contractor without the prior written consent of Board.

22. STATEMENT OF NON-DISCRIMINATION

Contractor shall not discriminate on the basis of race, color, religion, national or ethnic origin, sex, age or disability in violation of State or federal law with respect of any aspect of the services described herein.

23. GOVERNING LAW AND VENUE

This Agreement is entered into in the state of North Carolina and shall be construed under the laws of North Carolina, without giving effect to its conflicts or choice of law principle. Jurisdiction and venue for any dispute hereunder shall lie in Forsyth County, Winston-Salem, North Carolina.

24. IRAN DIVESTMENT ACT

By signing below, Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the North Carolina State Treasurer, pursuant to N.C.G.S. §143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §143-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor or agency that is identified on the Final Divestment List.

25. NOTICES. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered in person or sent registered or certified United States mail, return receipt requested, postage prepaid, or by recognized courier service addressed as follows:

If to DSS: Victor Isler, Director
Forsyth County Department of Social Services
741 North Highland Avenue
Winston-Salem, NC 27101

If to Contractor: Wanda Morrison, President and Chief Executive Officer
Here '2 There Van Services, Inc.
3790 Bethania Station Road
Winston-Salem, NC 27106

If to the Board: Melvin Darrell Taylor, Executive Director Transportation
Winston-Salem/Forsyth County Board of Education
4150 Carver School Road
Winston-Salem, NC 27105

With a copy, which shall not constitute notice, to:

Winston-Salem/Forsyth County Board of Education
c/o General Counsel
P.O. Box 2513
Winston-Salem, NC 27102

or such other address as either party may designate in writing.

26. CONTRACTOR-SPECIFIC TERMS

Any contractual terms specific to the Contractor are set forth on Exhibit B and incorporated herein by reference.

27. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersede all negotiations, prior or contemporaneous discussions, agreements or understandings, whether written or oral. This Agreement may not be altered, amended, or modified except by written statement, executed by each of the Parties hereto.

28. EXECUTION IN COUNTERPARTS

This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Copies or facsimiles of signatures are the equivalent of original signatures.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its respective duly authorized representative as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____ (SEAL)
J. Dudley Watts, Jr., County Manager

WINSTON-SALEM/FORSYTH COUNTY
BOARD OF EDUCATION

By: _____ (SEAL)
Melvin Darrell Taylor
Executive Director Transportation

HERE '2 THERE VAN SERVICE, INC.

By: _____ (SEAL)
Wanda Morrison, President and Chief Executive Officer

EXHIBIT A
CONTRACTOR RATE SCHEDULE FOR TRANSPORTATION SERVICES

Description	Fee
Trip	<ul style="list-style-type: none"> • at a rate not to exceed \$30.00 per one-way transportation trip provided within Forsyth County; • at a rate not to exceed \$35.00 per one-way transportation trip provided to/from Greensboro, NC; • at a rate not to exceed \$33.00 per one-way transportation trip provided to/from High Point, NC; • at a rate not to exceed \$35.00 per one-way transportation trip provided to/from Lexington, NC; • at a rate not to exceed \$32.00 per one-way transportation trip provided to/from Advance, NC; • at a rate not to exceed \$30.00 per one-way transportation trip provided to/from King, NC; • Trips to/from locations within Forsyth County to/from other locations not listed will be negotiated on a per trip basis by the WS/FCS Executive Director of Transportation and Contractor's President and CEO.
Wheelchair Accessibility	\$25.00
Car Seat/Booster Seat	\$5.00 per person
Monitor Charges	\$30.00 per hour
Wait Time	\$20.00 per ¼ hour
Fuel	Fuel is included in the Trip fee if Contractor's cost for fuel is \$4.75 per gallon or less. If Contractor's cost for fuel exceeds \$4.75 per gallon, a surcharge of thirty percent (30%) of the price of the fuel that exceeds \$4.75 per gallon will apply.
No Show or Cancellation	Trip fee if less than twenty-four (24) hours' notice. No fee if notice is given twenty-four (24) or more hours in advance.
Ride-sharing	Ride sharing is full price per person for Trip for same pickup and same drop off locations.

EXHIBIT B
CONTRACTOR-SPECIFIC TERMS

1. Contractor cannot accommodate more than four hundred (400) pounds, including a wheelchair, in its wheelchair accessible vehicles.