
From: Staton, Jennifer A
Sent: Wednesday, March 28, 2018 4:04 PM
To: 'Meyerhofer, Kelly'
Cc: Foster, James H
Subject: Re: FOIA #25: Worner contract
Attachments: 2018.01.01 Wayne Worner Contract.pdf

Kelly-

Thank you for your request for public records in accordance with the South Carolina Freedom of Information Act. Attached are the responsive public records.

Jennifer Staton, MS, CSP
Risk Manager
Beaufort County School District
843-322-2355 (w) | 843-812-6405 (m)

From: Meyerhofer, Kelly [<mailto:kmeyerhofer@islandpacket.com>]
Sent: Wednesday, March 28, 2018 12:51 PM
To: Staton, Jennifer A <Jennifer.Staton@beaufort.k12.sc.us>; Foster, James H <James.Foster@beaufort.k12.sc.us>
Subject: FOIA #25: Worner contract

Mar. 28, 2018

Jennifer Staton
Beaufort County School District
2900 Mink Point Boulevard
Beaufort, South Carolina 29902

Ms. Staton:

Pursuant to South Carolina's Freedom of Information Act, I am making a public records request for copies of any and all contracts signed by Dr. Wayne Worner and the Beaufort County Board of Education and/or the Beaufort County School District since Nov. 1, 2017.

If the BCSD retains records responsive to my request, but is withholding the records, please cite the specific legal exemption(s) you are using to withhold.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes, so I ask you to waive any and all fees. In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request be filled electronically, by e-mail attachment if available or jump drive if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 10 business days, as the statute requires.

--
Kelly Meyerhofer
Education and Projects Reporter
The Island Packet | The Beaufort Gazette
843-706-8136
kmeyerhofer@islandpacket.com

@kellymeyerhofer



**CONTRACTUAL AGREEMENT BETWEEN
DISTRICT AND CONTRACTOR FOR
BOARD FACILITATION SERVICES**

Agreement: This agreement is entered into this 1st day of January 2018, between **Educational Programs and Services, LLC**, the **Contractor**, and **Beaufort County School District Board of Education**, the **Owner**.

1.0 Contractor Obligations: Contractor agrees to assume responsibility for the following:

1.1 Designation of Point of Contact: To ensure effective communication between Contractor and Owner, Contractor will designate one person to serve as the Owner's primary point of contact with Contractor.

Authorized Contractor Contact:	Wayne M. Worner
Address:	910 Mason Drive Blacksburg, VA 24060
Telephone:	(540) 552-8807
E-mail:	wworner@vt.edu

1.2 Scope of Work: The Contractor agrees to provide facilitation services to include preparing for and conducting a proposed Board of Education work session.

1.3 Contractor agrees to conduct its business and maintain its operations in strict compliance with all applicable laws, statutes, ordinances, rules and regulations, lawful orders of public authorities, and other requirements of any federal, state, or county government and will obtain and maintain current all necessary permits, licenses or other consents for its operation and for the operation of the Owner.

1.4 Contractor agrees that it will not assign this contract to another contractor, nor assign any Contractor obligation hereunder to any subcontractor, absent the consent of the District.

1.5 The performance of Contractor under this agreement will be that of an independent contractor, and nothing herein will either create or imply an agency relationship between the Owner and Contractor or be deemed to constitute a joint venture or partnership between the parties.

2.0 Owner Obligations: Owner agrees to assume responsibility for the following:

2.1 Designation of Point of Contact: To ensure effective communication between Owner and Contractor, Owner will designate one person to serve as the Contractor's primary point of

contact with Owner.

Authorized Owner Contact: Earl Campbell
Title: Chair, Beaufort County School District Board of Education
Address: 2900 Mink Point Blvd
PO Drawer 309
Beaufort, SC 29901-0309
Telephone: (843) 322-2357
E-mail: Earl.Campbell@beaufort.k12.sc.us

3.0 Compensation and Term: Owner agrees to compensate Contractor according to the following:

- 3.1 Rate:** In return for the services herein described, Owner agrees to compensate Contractor per Exhibit A, Budget for Proposed Beaufort County School Board Work Session, payable within thirty days of receipt of an invoice from Contractor. The total cost of the training is Not to Exceed \$7,651.00.
- 3.2 Payment:** Contractor must submit an original invoice for payment. Contractor should complete and provide a Form W-9 to Owner, unless one is already on file with Owner.
- 3.3 Term:** The term of this contract shall be a base period of six (6) months commencing on the February 1, 2018 and ending July 31, 2018.

4.0 Contract Termination/Cancellation:

- 4.1 Termination for Cause:** Owner may terminate this Contract immediately in the event that Contractor defaults with respect to any of its duties or obligations under this Contract, and Owner may recover damages, losses, and expenses of any nature, including, without limitation, attorney's fees arising out of, resulting from, or otherwise relating to such default.

5.0 Other Provisions:

- 5.1** This agreement constitutes the entire agreement between Contractor and Owner with respect to its subject matter and supersedes any prior agreements, negotiations, representations, or communications related to the subject matter. The parties may agree to modifications of this contract, if such modifications are reduced to writing and executed by both parties. No failure of the Owner to exercise any power given it hereunder, or to insist upon strict compliance by Contractor of any obligation hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver by the Owner of the right to demand exact compliance with the terms hereof.
- 5.2** The terms and conditions of this agreement shall be governed by the Owner's Procurement Code and other policies, procedures and rules, including the exclusive provisions for "Contract Controversy" resolution in the Owner's Procurement Code, and the laws of the State of South Carolina. This Agreement is being executed in the State of South Carolina and shall be construed and enforced in accordance with the laws of that State.
- 5.3** After exhausting any administrative process under paragraph 5.2, Contractor and Owner agree that judicial venue for any suit, action, or proceeding arising out of or relating to the agreement shall be proper only in the Court of Common Pleas for Beaufort County, South Carolina. Both parties further agree to waive and disclaim any and all rights to a jury trial on any controversy arising from this agreement.
- 5.4** The Owner, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the actions of the Contractor or their employees. Nothing in this Agreement shall be construed so as to make Contractor liable for any cause of action or damages relating to or resulting out of the general operations of the Owner, except such failure or liability shall have occurred due to the negligence of BG or its agents or employees.

5.5 The Owner retains the right to establish all policy relating to the operation of the wastewater system, except as specifically delegated to Contractor herein.

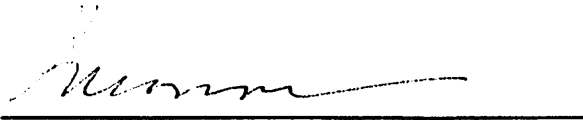
5.6 All notices required or permitted to be given hereunder shall be deemed to be given in writing, deposited in the United States mail in a sealed envelope with postage thereon prepaid and certified, addressed to Contractor or the Owner, as the case may be, at the address set forth at the head of this Agreement, or to such other address as the Parties may direct by notice given from time to time.

In witness whereof, Contractor and Owner have executed this agreement as of the date set forth above.



Earl Campbell
Chair, Beaufort County School District Board of Education

1-18-18
Date



Wayne M. Worner
President and Owner, Educational Programs and Services, LLC

1-23-2018
Date

**BUDGET FOR BEAUFORT COUNTY
SCHOOL DISTRICT BOARD
WORK SESSION**

Personnel Costs Preliminary Work:

- Development of Proposals (.5);
- Initial discussions with Board Officers (.5), Superintendent (.5), and School Board Attorney (2.0);
- Preparation for videoconference (2.0);
- *Two trips travel to and from Roanoke to arrange and test technology and deliver video conference (4.0); and*
- Videoconference presentation (1.5).

Total = 7.0 + 4.0 travel. No charge for travel time.

Projected Personnel Costs- Phase 1:

- January (TBA) - Travel from Blacksburg to Hilton Head and Return -(14.0)
- Interviews-(14.0)
- Synthesis and Feedback Report (4.0)

Total = 18.0 + 14.0 travel. No charge for travel time

Projected Personnel Costs - Phase 2

- Preparation of Materials/Notebooks (4.0)
- Travel from Blacksburg to Hilton Head and Return - (14.0)
- Facilitate Retreat (12.0)
- Summary Report (2.0)

Total = 18.0 + 14.0 travel. No charge for travel time

Total Charged Time: 43.0 hours @\$125 = \$5,375.00

Expenses:

- Videoconference facility rental and technical support = \$500
- Mileage: 2 trips from Blacksburg to Roanoke and Return (160 miles); 2 trips from Blacksburg to Hilton Head and Return (900 miles) - 1860 miles @ .50 = \$930
- Lodging 6 nights @ \$140 = \$840.
- Per Diem Meals 6 days @ \$50 = \$300
- Notebooks/Materials 12 @ \$9 = \$106

Total Expenses: \$2,176.00

Total Cost = \$7,551.00