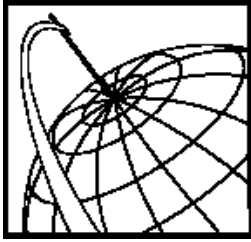


A G E N D A

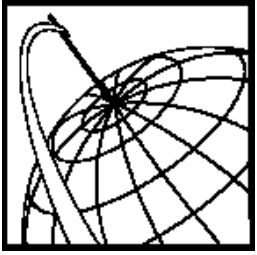


**Durham Public Schools Board of Education
Administrative Services Committee
December 6, 2011
Fuller Administration Building, 511 Cleveland Street, Durham, NC**

1. Call to Order 10:00 a.m.
2. Moment of Silence
3. Agenda Review and Approval
4. Administrative Services Committee Meeting Minutes
 - November 8, 2011
5. Public Comment
6. **Operational Services**
 - a. E. K. Powe Elementary School – Bids for Renovation
 - b. School Technology Standards and Scorecard
7. **Human Resource Services**
 - a. Proposed Board Policy 5420 – *Teacher Evaluations and Improvement Plans* – Second Reading
8. **Financial Services**
 - a. 2010-2011 Comprehensive Annual Financial Report
9. **High School Area Superintendent**
 - a. School Improvement Grant – Lenovo Lease for Hillside High School
10. **Board of Education**
 - a. Policy 3010 – *Meet the Challenge (MANAGE, ENPOWER, ENERGIZE, TRANSFORM)* - An Executive Summary Review
11. Adjournment

Mission Statement

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



Date: December 6, 2011

**Durham Public Schools
ADMINISTRATIVE SERVICES COMMITTEE
OF THE BOARD OF EDUCATION
PRECIS**

Subject: Administrative Services Committee Meeting Minutes

Staff Liaison Present:

Phone #

Main Points:

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

- November 8, 2011

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
November 8, 2011

The Administrative Services Committee of the Durham Public Schools Board of Education held a meeting on Tuesday, November 8, 2011 at 4:30 p.m. in the Board Room of the Fuller Building, 511 Cleveland Street, Durham, NC.

Committee members present: Natalie Beyer, Chair, Nancy Cox, Omega Parker, Leigh Bordley, Heidi Carter and Fredrick Davis, Vice-Chair.

Staff members present: Dr. Becoats, Superintendent; Hugh Osteen, Assistant Superintendent of Operational Services; Tina Hester, Assistant Superintendent of Human Resource Services; Dr. Ferebee, Chief of Staff; Jeff Nash, Interim Communication Officer; Tim Carr, Program Director for Construction & Capital Planning and Ann Majestic, Board Attorney.

Ms. Beyer called the meeting to order. A moment of silence was observed.

Ms. Beyer requested a review of the agenda and there were no changes.

Ms. Beyer requested a review of the October 13, 2011 minutes. Ms. Cox made a motion to approve the minutes; seconded by Ms. Carter; the motion passed unanimously.

There were two speakers for public comment:

- Ms. Regina Dozier, Durham School of the Arts parent, stated that she was at the meeting on behalf of the School Improvement Team as well as the PTA. Ms. Dozier shared several concerns about the need to update the Site Management Plan for Durham School of the Arts. Ms. Dozier shared that her concerns are dining hall too small, space issues in the auditorium, HVAC issues, roof leaks in the Science Academy. Ms. Dozier requested that the Board get an update on DSA's Site Management Plan.
- Ms. Gwen Gilbert Yueh, Durham School of the Arts parent, yielded her time to Ms. Regina Dozier.

R. N. Harris Elementary School – Bids for Installation of Mobile Classroom

Mr. Osteen stated that the 2007 Bond provided for the renovation of the original wing at R. N. Harris Elementary School. Mr. Osteen shared that several mobiles are necessary to prepare the school for the upcoming construction and renovation to the school facility.

Mr. Osteen shared that they solicited bids for the installation, to include necessary electrical, plumbing and site sewer connections for four mobile classrooms and one toilet mobile unit.

Mr. Osteen stated that Hutchins Construction is the low bidder with a total bid of \$119,700. Mr. Osteen stated that the bids are within the budget and Minority Business Enterprise participation is expected to be 100%. (Contractor is in the process of getting certified.)

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

Merrick-Moore Elementary School – Installation of HVAC Controls

Mr. Osteen stated that the 2007 Bond provided for the replacement of the chiller and most HVAC components, a roof replacement and an allowance for modest renovations of older areas of Merrick Moore Elementary School.

Mr. Osteen explained that previously, and by separate contract, Brady Trane was awarded an energy related Performance Contracting contract. Mr. Osteen shared that Brady Trane has completed the changes and now is in the energy monitoring phase.

Mr. Osteen stated that to ensure this bond work is compatible with the recent performance contracting work; staff has opted to acquire these services through the Cooperative Purchasing Network. Mr. Osteen shared that the total price is \$282,283.00

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

2007 Bond Project Transfer

Mr. Osteen shared that the 2009 Project at Lakewood Montessori Middle School has encountered additional cost impacts due to existing building conditions and unanticipated regulatory requirements.

Mr. Osteen stated that the renovation projects at Club Boulevard Elementary School and Carrington Middle School are complete and each finished under budget. Budget transfer accounts for projected costs to complete the project are:

Project	Current Budget	Inc./Dec.	Revised Budget
Club Boulevard	\$4,379,377	(\$700,000)	\$3,679,377
Carrington Middle	\$4,273,499	(\$500,000)	\$3,773,499
Lakewood Montessori	\$10,979,526	\$1,200,000	\$12,179,526

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

Proposed Board Policy 5240 – Evaluations and Improvement Plans – First Reading

Ms. Majestic, board attorney, stated that with the recent changes to personnel law and policy there is a change that is required to the Teacher Career Status Law – (G.S. 115C-325).

Ms. Majestic shared an overview of Senate Bill 466 and proposed board policy 5240 – Teacher Evaluations and Improvement Plans which makes numerous changes to the teacher evaluations and improvement plans.

Ms. Majestic stated that a new definition for “inadequate performance” is tied to the North Carolina Department of Public Instruction’s new teacher evaluation system. Ms. Majestic shared that the statute now defines “inadequate performance” for a teacher as the failure to perform at a proficient level on any standard of the evaluation instrument.

Ms. Majestic explained for a career teacher, a performance rating below proficient on any standard of the evaluation instrument will constitute inadequate performance unless a principal indicates that the teacher is making adequate progress toward proficiency given the teacher’s specific circumstances.

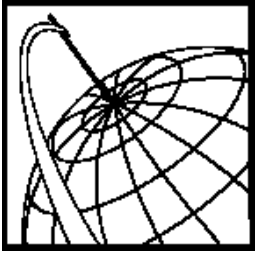
Ms. Majestic shared for a probationary teacher who does not receive a proficient rating on every standard of the evaluation instrument may be performing inadequately, if that teacher is meeting expectations of growth appropriate with that particular teacher’s stage of development.

Pastor Davis made a motion to move for action on the proposed board policy as first reading with noted changes – 1) policy number should change from 5240 to 5420 2) add word “teacher” to beginning of the title; seconded by Ms. Carter; motion passed unanimously.

Having no further business, the meeting was adjourned at 5:35 p.m.

Natalie Beyer, Committee Chair

Hugh Osteen, Assistant Superintendent



Date: December 6, 2011

Durham Public Schools
ADMINISTRATIVE SERVICES COMMITTEE
TO THE BOARD OF EDUCATION
PRECIS

Subject: E. K. Powe Elementary School – Bids for Renovation

Staff Liaison Present: Hugh Osteen
Dave Burnett

Phone: 560-3831
560-2216

Main Points:

- The 2007 Bond provided for strategic renovations at E. K. Powe Elementary School.
- Bids were received on November 9, 2011 and the lowest, responsive, responsible bidder is:

Kenbridge Construction	Base Bid	\$2,213,000
Kenbridge, VA	Alternate 1 & 2	<u>\$14,000</u>
	Total	<u>\$2,227,000</u>

- The project scope generally includes refurbishment of 18 classrooms plus some corridors, some lighting replacement, new fire alarm, some roof replacement, renovation of student restrooms and other miscellaneous items.

Administration submits this bid and contract for discussion.

Fiscal/Goal Implications:

The bid is within the project budget. Minority Business Enterprise participation is 35%.

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

Review:

CO

Finance

BID TABULATION
Durham Public Schools

E.K. Powe Elementary School Refurbishment

Bid Date: November 9, 2011

Time: 2:00 p.m.

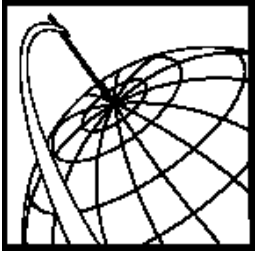
2011 Hamlin Rd., Durham NC 27704

CONTRACTOR	License Number	MWBE	BASE BID	Alternate #1 Signage	Alternate #2 Sidewalk		Total
Kenbridge Construction *	4512	Yes	\$2,213,000.00	\$8,000.00	\$6,000.00		\$2,227,000.00
Racanelli Construction	69432	Yes	\$2,240,000.00	\$8,300.00	\$3,300.00		\$2,251,600.00
Central Builders Inc, of Mebane	4176	Yes	\$2,290,000.00	\$8,000.00	\$5,300.00		\$2,303,300.00
JM Thompson	474	Yes	\$2,315,000.00	\$8,200.00	\$3,200.00		\$2,326,400.00
Resolute Building Co.	14397	Yes	\$2,379,300.00	\$8,100.00	\$4,200.00		\$2,391,600.00
Harrod and Assoc.	32791	Yes	\$2,381,000.00	\$8,000.00	\$3,500.00		\$2,392,500.00
RL Casey	10137	Yes	\$2,494,000.00	\$8,131.00	\$3,200.00		\$2,505,331.00
Kearey Bldrs Inc.	47429	Yes	\$2,498,831.00	\$6,500.00	\$5,000.00		\$2,510,331.00
Bordeaux Construction	9266	Yes	\$2,523,350.00	\$7,500.00	\$5,640.00		\$2,536,490.00
J. Wayne Poole	8553	Yes	\$2,564,000.00	\$8,673.00	\$7,949.00		\$2,580,622.00
CT Wilson	2443	Yes	\$2,581,006.00	\$6,700.00	\$5,586.00		\$2,593,292.00
HM Kern	8542	Yes	\$2,584,000.00	\$8,300.00	\$4,700.00		\$2,597,000.00
Mixon Construction	27303	Yes	\$2,598,673.00	\$8,131.00	\$5,334.00		\$2,612,138.00
HG Reynolds	14149	Yes	\$2,629,000.00	\$8,500.00	\$5,800.00		\$2,643,300.00
Bar Construction	7973	Yes	\$2,699,500.00	\$7,500.00	\$4,000.00		\$2,711,000.00
Group III Mgmt Inc.	22369	Yes	\$2,961,600.00	\$5,300.00	\$3,400.00		\$2,970,300.00

* Apparent lowest responsible, responsive bidder.

I (We) hereby certify that this is a true and accurate tabulation of bids received this day, Nov. 9, 2011 at 2:00pm for the above project

Signed: _____ Date: _____



Date: December 6, 2011

Durham Public Schools
ADMINISTRATIVE SERVICES COMMITTEE
TO THE BOARD OF EDUCATION
PRECIS

Subject: Proposed Board Policy 5420 – *Teacher Evaluations and Improvement Plans* –
Second Reading

Staff Liaison Present: Dr. Tina Hester
Ann Majestic

Phone: 560-2353
821-4711

Main Points:

- The General Assembly adopted SB 466 which makes numerous changes to the Teacher Evaluations and Improvement Plans.
- This policy was reviewed for first reading on November 17, 2011.

Administration submits this proposed policy for discussion, its second reading and approval.

Fiscal/Goal Implications:

None

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

Review:

AM Attorney

Evaluations

Evaluation of licensed employees is a mandated duty and responsibility of the administration. The Superintendent is authorized to establish procedures for evaluating licensed employees. All teachers and other licensed staff shall be evaluated according to any rules and regulations established by the Superintendent and any rules and regulations required by law or by the North Carolina State Board of Education. School principals or other evaluators may supplement the evaluation process as appropriate.

Each person employed by the Durham Public Schools Board of Education and defined as a “teacher” by G.S. 115C-325(a)(6) shall be evaluated at least annually in accordance with law.

1. Probationary teachers will receive an evaluation by the principal on all standards on the teacher evaluation instrument every year. Career teachers will receive an evaluation on all standards in their license renewal year or when required by the superintendent, designee, or school principal. In any other year, career teachers will receive an evaluation on standards one, four, and six as specified by the State Board of Education.
2. All probationary teachers shall be observed at least three times annually by the principal or the principal’s designee and at least once annually by a teacher. Teachers with career status who are scheduled to receive an evaluation on all evaluation standards (summative cycle) will receive, at a minimum, one formal and two informal observations. Teachers with career status who are scheduled to receive an evaluation on standards one, four and six (abbreviated evaluation) shall receive a minimum of two informal observations (a minimum of 20 minutes in the classroom) by the principal or designee.
3. All licensed employees assigned to a school that has been identified as low-performing, but has not received an assistance team, shall be evaluated at least once annually. This evaluation shall occur early enough during the school year to provide adequate time for the development of a mandatory improvement plan if one is needed. If the employee is a teacher as defined under G.S. 115C-325(a)(6), the principal, assistant principal who supervises the teacher, or an assistance team assigned under G.S. 115C-334 shall conduct the initial evaluation.

Improvement Plans

Any certified employee who receives a “not demonstrated”, “developing”, “below standard”, or “unsatisfactory” rating on an evaluation shall be placed on an improvement plan to address concerns about the employee’s performance, unless the employee is recommended for dismissal, demotion or nonrenewal. An improvement plan also may be used whenever appropriate to address performance concerns.

1. The improvement plan shall contain a statement of the employee's performance problem(s) and list specific expectations for improvement. The supervisor may consider input from the certified employee in developing the plan.
2. The improvement plan shall provide for periodic review of the employee's performance in meeting the objectives of the action plan.
3. If the employee's performance fails to meet expectations stated in the plan, the Superintendent and the employee's supervisor shall decide whether to recommend that the employee be dismissed, demoted or nonrenewed.
4. An employee's compliance with the improvement plan is mandatory.
5. An improvement plan constitutes a warning to the employee that the employee must improve his or her performance in order to continue working for the school system.
6. This policy does not limit the Superintendent's authority to recommend dismissal for any reason allowed by law.
7. The improvement plans for teachers are as follows:

Monitored Growth Plans

The Superintendent, designee, or principal may place a teacher on a Monitored Growth Plan at any time to address performance concerns. A teacher shall be placed on a Monitored Growth Plan whenever he or she:

- A. Is rated "Developing" on one or more standards on the Teacher Summary Rating Form; and
- B. Is not recommended for dismissal, demotion, or nonrenewal.

A Monitored Growth Plan shall, at a minimum, identify the standards and elements to be improved, the goals to be accomplished and the activities the teacher should undertake to achieve proficiency, and a timeline.

Directed Growth Plans

The Superintendent, designee, or principals may place a teacher on a Directed Growth Plan to address serious performance concerns or when the teacher does not consistently demonstrate proficient performance while on a Monitored Growth Plan. A teacher shall be placed on a Directed Growth Plan whenever he or she:

- A. Is rated "Not Demonstrated" on any standard on the Teacher Summary Rating Form; or "Developing" on one or more standards on the Teacher Summary Rating Form for two sequential years; and
- B. Is not recommended for dismissal, demotion, or nonrenewal.

A Directed Growth Plan shall, at a minimum, identify the standards and elements to be improved, the goals to be accomplished and the activities the teacher should undertake to achieve proficiency, and a timeline.

Mandatory Improvement Plan

If the school system retains the employment of a teacher who is not proficient in all standards, the teacher has a duty to demonstrate significant and sustained improvement to attain proficient performance on a Monitored Growth Plan or a Directed Growth Plan. A Monitored and/or Directed Growth Plan provide a teacher ample opportunity to attain proficient performance. In order to assure that students receive quality instruction, a teacher who has not attained proficient performance with the benefit of a Monitored and/or Directed Growth plan ordinarily will be recommended for dismissal. In extraordinary situations, the superintendent or designee has the discretion to retain a teacher who has not demonstrated proficient performance despite the benefit of a Monitored and/or Directed Growth Plan, in which case the teacher will be placed on a Mandatory Improvement Plan. Before placing a teacher on a Mandatory Improvement Plan, the superintendent or designee must determine that a Monitored or Directed Growth Plan will not adequately address the deficiencies in the teacher's performance.

A Mandatory Improvement Plan will provide the teacher with notice of specific performance areas that have substantial deficiencies and a set of strategies, including the specific support to be provided the teacher so that the teacher, within a specified period of time, will satisfactorily resolve such deficiencies. The teacher on a Mandatory Improvement Plan will receive an observation from a "qualified observer" in accordance with law. Mandatory Improvement Plans shall be designed to be completed within 90 instructional days or before the beginning of the next school year.

8. Employees in low-performing schools: If a licensed employee in a low-performing school receives a rating on any standard on an evaluation that is below proficient or otherwise represents unsatisfactory or below standard performance, the individual or team that conducted the evaluation shall recommend to the superintendent that (i) the employee receive a Mandatory Improvement Plan or (ii) the superintendent recommend that the employee be dismissed or demoted. The superintendent shall determine whether to develop a Mandatory Improvement Plan or recommend dismissal. If the superintendent recommends a Mandatory Improvement Plan, then:
 - a. The improvement plan shall be developed by the person who evaluated the employee or by the employee's supervisor. If, however, the evaluation was conducted by an assistance team, the team shall develop the plan in collaboration with the employee's supervisor.
 - b. The improvement plan shall be designed to be completed within 90 instructional days or before the beginning of the next school year. The teacher does not have a right to an observation by a qualified observer.
 - c. Upon completion of the improvement plan, the superintendent, superintendent's designee, or assistance team shall reevaluate the employee. At that time, if the

employee has failed to become proficient in any of the performance standards articulated in the Mandatory Improvement Plan, or to demonstrate sufficient improvement toward such standards, the superintendent shall recommend that the employee be dismissed or demoted.

Inadequate Performance

This policy does not create any additional rights for teachers and a teacher has no right to a Monitored or Directed Growth Plan or a Mandatory Improvement Plan. A teacher is subject to dismissal for any of the grounds set forth by law including “inadequate performance.” Inadequate performance shall mean (i) the failure to perform at a proficient level on any standard of the evaluation instrument or (ii) otherwise performing in a manner that is below standard. However, for a probationary teacher, a performance rating below proficient may or may not be deemed adequate at that stage of development by a Superintendent or designee. For a career teacher, a performance rating below proficient shall constitute inadequate performance unless the principal noted on the instrument that the teacher is making adequate progress toward proficiency given the circumstances.

9. The Superintendent is authorized to develop procedures to enforce this policy.

Legal References: G.S. 115C-333, -333.1, -325, -334, TCP-C-004, SBE Requirement for Annual Teacher Evaluation, SB 466 (E3)

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2011**

**SESSION LAW 2011-348
SENATE BILL 466**

**AN ACT TO MODIFY THE LAW RELATING TO CAREER STATUS FOR PUBLIC
SCHOOL TEACHERS.**

The General Assembly of North Carolina enacts:

SECTION 2. G.S. 115C-333 reads as rewritten:

"§ 115C-333. Evaluation of ~~certified~~ licensed employees including certain superintendents; ~~action~~ mandatory improvement plans; State board notification upon dismissal of employees.

(a) Annual Evaluations; Low-Performing Schools. – Local school administrative units shall evaluate at least once each year all ~~certified~~ licensed employees assigned to a school that has been identified as ~~low-performing~~, but has not received an assistance team. ~~low-performing~~. The evaluation shall occur early enough during the school year to provide adequate time for the development and implementation of an ~~action~~ a mandatory improvement plan if one is recommended under subsection (b) of this section. If the employee is a teacher as defined under G.S. 115C-325(a)(6), either the principal, the assistant principal who supervises the teacher, or an ~~assessment~~ assistance team assigned under ~~G.S. 115C-334~~ G.S. 115C-105.38 shall conduct the evaluation. If the employee is a school administrator as defined under G.S. 115C-287.1(a)(3), either the superintendent or the superintendent's designee shall conduct the evaluation.

~~Notwithstanding this subsection or any other law, all~~ All teachers in low-performing schools who have not attained career status shall be observed at least three times annually by the principal or the principal's designee and at least once annually by a teacher and shall be evaluated at least once annually by a principal. ~~All other employees defined as teachers under G.S. 115C-325(a)(6) who are assigned to schools that are not designated as low-performing shall be evaluated annually unless a local board adopts rules that allow specified categories of teachers with career status to be evaluated more or less frequently. Local boards also may adopt rules requiring the annual evaluation of noncertified employees. This section shall not be construed to limit the duties and authority of an assistance team assigned to a low-performing school under G.S. 115C-105.38.~~

A local board shall use the performance standards and criteria adopted by the State Board ~~unless the board develops an alternative evaluation that is properly validated and that includes standards and criteria similar to those adopted by the State Board, and may adopt additional evaluation criteria and standards.~~ All other provisions of this section shall apply if a local board uses an evaluation other than one adopted by the State Board.

(b) Mandatory Improvement Action Plans. –

- (1) ~~If a certified employee in a low-performing school receives an unsatisfactory or below standard rating on any function of the evaluation that is related to the employee's instructional duties, the individual or team that conducted the evaluation shall recommend to the superintendent that: (i) the employee receive an action plan designed to improve the employee's performance; or (ii) the superintendent recommend to the local board that the employee be dismissed or demoted. The superintendent shall determine whether to develop an action plan or to recommend a dismissal proceeding. Action~~

~~plans shall be developed by the person who evaluated the employee or the employee's supervisor unless the evaluation was conducted by an assistance team or an assessment team. If the evaluation was conducted by an assistance team or an assessment team, that team shall develop the action plan in collaboration with the employee's supervisor. Action plans shall be designed to be completed within 90 instructional days or before the beginning of the next school year. The State Board shall develop guidelines that include strategies to assist local boards in evaluating certified employees and developing effective action plans within the time allotted under this section. Local boards may adopt policies for the development and implementation of action plans or professional development plans for employees who do not require action plans under this section.~~

- (1a) A mandatory improvement plan is an instrument designed to improve a teacher's performance or the performance of any licensed employee in a low-performing school by providing the individual with notice of specific performance areas that have substantial deficiencies and a set of strategies, including the specific support to be provided to the individual, so that the individual, within a reasonable period of time, should satisfactorily resolve such deficiencies.
- (2) ~~Local boards shall adopt policies to require action plans for all certified employees who receive a below standard or unsatisfactory rating on an evaluation in the event the superintendent does not recommend dismissal, demotion, or nonrenewal.~~
- (2a) If a licensed employee in a low-performing school receives a rating on any standard on an evaluation that is below proficient or otherwise represents unsatisfactory or below standard performance in an area that the licensed employee was expected to demonstrate, the individual or team that conducted the evaluation shall recommend to the superintendent that (i) the employee receive a mandatory improvement plan designed to improve the employee's performance or (ii) the superintendent recommend to the local board that the employee be dismissed or demoted. If the individual or team that conducted the evaluation elects not to make either of the above recommendations, the said individual or team shall notify the superintendent of this decision. The superintendent shall determine whether to develop a mandatory improvement plan or to recommend a dismissal proceeding.
- (3) If at any time a licensed employee engages in inappropriate conduct or performs inadequately to such a degree that such conduct or performance causes substantial harm to the educational environment, and immediate dismissal or demotion is not appropriate, then the principal may immediately institute a mandatory improvement plan regardless of any ratings on previous evaluations. The principal shall document the exigent reason for immediately instituting such a plan.
- (4) Mandatory improvement plans shall be developed by the person who evaluated the licensed employee or the employee's supervisor unless the evaluation was conducted by an assistance team. If the evaluation was conducted by an assistance team, that team shall develop the mandatory improvement plan in collaboration with the employee's supervisor. Mandatory improvement plans shall be designed to be completed within 90 instructional days or before the beginning of the next school year. The State Board shall develop guidelines that include strategies to assist local boards in evaluating licensed employees and developing effective mandatory

improvement plans within the time allotted under this section. Local boards may adopt policies for the development and implementation of mandatory improvement plans and policies for the implementation of monitored and directed growth plans.

(c) ~~Reevaluation. Reassessment of Employee in a Low-Performing School. – After the expiration of the time period for the mandatory improvement plan~~Upon completion of an action plan under subdivision (1) of subsection (b)(2a) of subsection (b) of this section, the superintendent, the superintendent's designee, or the assessment assistance team shall evaluate assess the performance of the employee of the low-performing school a second time. If the superintendent, superintendent's designee, or assistance team determines that the employee has failed to become proficient in any of the performance standards articulated in the mandatory improvement plan or demonstrate sufficient improvement toward such standards, If on the second evaluation the employee receives one unsatisfactory or more than one below standard rating on any function that is related to the employee's instructional duties, the superintendent shall recommend that the employee be dismissed or demoted under G.S. 115C-325. The results of the second evaluation assessment shall constitute substantial evidence of the employee's inadequate performance.

(d) State Board Notification. – If a local board dismisses an employee of a low-performing school for any reason except a reduction in force under G.S. 115C-325(e)(1). G.S. 115C-325(e)(1)L, it shall notify the State Board of the action, and the State Board annually shall provide to all local boards the names of those individuals. If a local board hires one of these individuals, within 60 days the superintendent or the superintendent's designee shall observe the employee, develop an action a mandatory improvement plan to assist the employee, and submit the plan to the State Board. The State Board shall review the action mandatory improvement plan and may provide comments and suggestions to the superintendent. If on the next evaluation the employee receives a rating on any standard that was identified as an area of concern on the mandatory improvement plan that is again below proficient or otherwise represents unsatisfactory or below standard performance, an unsatisfactory or below standard rating on any function that is related to the employee's instructional duties, the local board shall notify the State Board and the State Board shall initiate a proceeding to revoke the employee's certificate license under G.S. 115C-296(d). If on the this next evaluation the employee receives at least a satisfactory proficient rating on all of the performance standards functions that were identified as areas of concern on the mandatory improvement plan, related to the employee's instructional duties, the local board shall notify the State Board that the employee is in good standing and the State Board shall not continue to provide the individual's name to local boards under this subsection unless the employee is subsequently dismissed under G.S. 115C-325 except for a reduction in force.

...."

SECTION 3. Chapter 115C of the General Statutes is amended by adding a new section to read:

"§ 115C-333.1. Evaluation of teachers in schools not identified as low-performing; mandatory improvement plans; State Board notification upon dismissal of teachers.

(a) Annual Evaluations. – All teachers who are assigned to schools that are not designated as low-performing and who have not attained career status shall be observed at least three times annually by the principal or the principal's designee and at least once annually by a teacher and shall be evaluated at least once annually by a principal. All teachers with career status who are assigned to schools that are not designated as low-performing shall be evaluated annually unless a local board adopts rules that allow teachers with career status to be evaluated more or less frequently, provided that such rules are not inconsistent with State or federal requirements. Local boards also may adopt rules requiring the annual evaluation of nonlicensed

employees. A local board shall use the performance standards and criteria adopted by the State Board and may adopt additional evaluation criteria and standards. All other provisions of this section shall apply if a local board uses an evaluation other than one adopted by the State Board.

(b) Mandatory Improvement Plans for Teachers. – If, in an observation report or year-end evaluation, a teacher receives a rating that is below proficient or otherwise represents unsatisfactory or below standard performance on any standard that the teacher was expected to demonstrate, the principal may place the teacher on a mandatory improvement plan as defined in G.S. 115C-333(b)(1a). The mandatory improvement plan shall be utilized only if the superintendent or superintendent's designee determines that an individual, monitored, or directed growth plan will not satisfactorily address the deficiencies.

If at any time a teacher engages in inappropriate conduct or performs inadequately to such a degree that such conduct or performance causes substantial harm to the educational environment, and immediate dismissal or demotion is not appropriate, then the principal may immediately institute a mandatory improvement plan regardless of any ratings on previous evaluations. The principal shall document the exigent reason for immediately instituting such a plan. The mandatory improvement plan shall be developed by the principal in consultation with the teacher. The teacher shall have five instructional days from receipt of the proposed mandatory improvement plan to request a modification of such plan before it is implemented, and the principal shall consider such suggested modifications before finalizing the plan. The teacher shall have at least 60 instructional days to complete the mandatory improvement plan. The State Board shall develop guidelines that include strategies to assist local boards in evaluating teachers and developing effective mandatory improvement plans. Local boards may adopt policies for the implementation of mandatory improvement plans under this section.

(c) Observation by a Qualified Observer. –

- (1) The term "qualified observer" as used in this section is any administrator or teacher who is licensed by the State Board of Education and working in North Carolina; any employee of the North Carolina Department of Public Instruction who is trained in evaluating licensed employees; or any instructor or professor who teaches in an accredited North Carolina school of education and holds an educator's license.
- (2) The local board of education shall create a list of qualified observers who are employed by that board and available to do observations of employees on mandatory improvement plans. This list shall be limited to names of administrators and teachers selected by the school improvement teams in the school system. The school improvement teams shall strive to select administrators and teachers with excellent reputations for competence and fairness.
- (3) Any teacher, other than a teacher assigned to a school designated as low-performing, who has been placed on a mandatory improvement plan shall have a right to be observed by a qualified observer in the area or areas of concern identified in the mandatory improvement plan. The affected teacher and the principal shall jointly choose the qualified observer within 20 instructional days after the commencement of the mandatory improvement plan. If the teacher and the principal cannot agree on a qualified observer within this time period, they each shall designate a person from the list of qualified observers created pursuant to subdivision (2) of this subsection, and these two designated persons shall choose a qualified observer within five instructional days of their designation. The qualified observer shall draft a written report assessing the teacher in the areas of concern identified in the mandatory improvement plan. The report shall be

submitted to the principal before the end of the mandatory improvement plan period. If a teacher or administrator from the same local school administrative unit is selected to serve as the qualified observer, the administration of the local school administrative unit shall provide such qualified observer with the time necessary to conduct the observation and prepare a report. If someone who is not employed by the same local school administrative unit is selected to serve as the qualified observer, the teacher who is the subject of the mandatory improvement plan will be responsible for any expenses related to the observations and reports prepared by the qualified observer. The qualified observer shall not unduly disrupt the classroom when conducting an observation.

- (4) No local board of education or employee of a local board of education shall discharge, threaten, or otherwise retaliate against another employee of the board regarding that employee's compensation, terms, conditions, location, or privileges of employment because of the employee's service or completion of a report as an objective observer pursuant to this subsection, unless the employee's report contained material information that the employee knew was false.

(d) Reassessment of the Teacher. – Upon completion of a mandatory improvement plan under subsection (b) of this section, the principal shall assess the performance of the teacher a second time. The principal shall also review and consider any report provided by the qualified observer under subsection (c) of this section if one has been submitted before the end of the mandatory improvement plan period. If, after the second assessment of the teacher and consideration of any report from the qualified observer, the superintendent or superintendent's designee determines that the teacher has failed to become proficient in any of the performance standards identified as deficient in the mandatory improvement plan or demonstrate sufficient improvement toward such standards, the superintendent may recommend that the teacher be dismissed or demoted under G.S. 115C-325. The results of the second assessment produced pursuant to the terms of this subsection shall constitute substantial evidence of the teacher's inadequate performance.

(e) Dismissal Proceedings Without a Mandatory Improvement Plan. – The absence of a mandatory improvement plan as described in this section shall not prohibit a superintendent from initiating a dismissal proceeding against a teacher under the provisions of G.S. 115C-325. However, the superintendent shall not be entitled to the substantial evidence provision in subsection (d) of this section if such mandatory improvement plan is not utilized.

(f) State Board Notification. – If a local board dismisses a teacher for any reason except a reduction in force under G.S. 115C-325(e)(1), it shall notify the State Board of the action, and the State Board annually shall provide to all local boards the names of those teachers. If a local board hires one of these teachers, within 60 days the superintendent or the superintendent's designee shall observe the teacher, develop a mandatory improvement plan to assist the teacher, and submit the plan to the State Board. The State Board shall review the mandatory improvement plan and may provide comments and suggestions to the superintendent. If on the next evaluation the teacher receives a rating on any standard that was an area of concern on the mandatory improvement plan that is again below proficient or a rating that otherwise represents unsatisfactory or below standard performance, the local board shall notify the State Board, and the State Board shall initiate a proceeding to revoke the teacher's license under G.S. 115C-296(d). If on the next evaluation the teacher receives at least a proficient rating on all of the overall performance standards that were areas of concern on the mandatory improvement plan, the local board shall notify the State Board that the teacher is in good standing, and the State Board shall not continue to provide the teacher's name to local boards under this subsection unless the teacher is subsequently dismissed under G.S. 115C-325

except for a reduction in force. If, however, on this next evaluation the teacher receives a developing rating on any standards that were areas of concern on the mandatory improvement plan, the teacher shall have one more year to bring the rating to proficient. If, by the end of this second year, the teacher is not proficient in all standards that were areas of concern on the mandatory improvement plan, the local board shall notify the State Board, and the State Board shall initiate a proceeding to revoke the teacher's license under G.S. 115C-296(d).

(g) Civil Immunity. – There shall be no liability for negligence on the part of the State Board of Education or a local board of education, or their employees, arising from any action taken or omission by any of them in carrying out the provisions of this section. The immunity established by this subsection shall not extend to gross negligence, wanton conduct, or intentional wrongdoing that would otherwise be actionable. The immunity established by this subsection shall be deemed to have been waived to the extent of indemnification by insurance, indemnification under Articles 31A and 31B of Chapter 143 of the General Statutes, and to the extent sovereign immunity is waived under the Tort Claims Act, as set forth in Article 31 of Chapter 143 of the General Statutes."

SECTION 4. G.S. 115C-276(s) reads as rewritten:

"(s) To Provide for Annual Evaluations and ~~Action~~ Mandatory Improvement Plans. – The superintendent shall provide for the annual evaluation of all ~~certified~~ licensed employees assigned to low-performing schools that did not receive an assistance team. The superintendent shall determine whether all principals and assistant principals who evaluate ~~certified~~ licensed employees are trained in the proper administration of the employee evaluations and the development of appropriate ~~action~~ mandatory improvement plans. The superintendent also shall arrange for principals and assistant principals who evaluate ~~certified~~ licensed employees to receive the appropriate training."

SECTION 5. G.S. 115C-288 reads as rewritten:

"§ 115C-288. Powers and duties of principal.

...
(i) To Evaluate ~~Certified~~ Licensed Employees and Develop ~~Action~~ Mandatory Improvement Plans. – Each school year, the principal assigned to a low-performing school that has not received an assistance team shall provide for the evaluation of all ~~certified~~ licensed employees assigned to the school. The principal also shall develop ~~action~~ mandatory improvement plans as provided under G.S. 115C-333(b) and G.S. 115C-333.1(b) and shall monitor an employee's progress under an ~~action~~ a mandatory improvement plan.

...."

SECTION 6. G.S. 115C-296 reads as rewritten:

"§ 115C-296. Board sets ~~certification~~ licensure requirements; reports; lateral entry and mentor programs.

(a) The State Board of Education shall have entire control of ~~certifying~~ licensing all applicants for teaching positions in all public elementary and high schools of North Carolina; and it shall prescribe the rules and regulations for the renewal and extension of all ~~certificates~~ licenses and shall determine and fix the salary for each grade and type of ~~certificate~~ license which it authorizes.

The State Board of Education may require an applicant for an initial bachelors degree certificate or graduate degree certificate to demonstrate the applicant's academic and professional preparation by achieving a prescribed minimum score on a standard examination appropriate and adequate for that purpose. The State Board of Education shall permit an applicant to fulfill any such testing requirement before or during the applicant's second year of teaching provided the applicant took the examination at least once during the first year of teaching. The State Board of Education shall make any required standard initial ~~certification~~ licensure exam sufficiently rigorous and raise the prescribed minimum score as

necessary to ensure that each applicant has adequate academic and professional preparation to teach.

...
(a2) The State Board of Education shall impose the following schedule of fees for teacher ~~certification-licensure~~ and administrative changes:

- (1) Application for demographic or administrative changes to a ~~certificate,license~~, \$30.00.
- (2) Application for a duplicate ~~certificate-licensure~~ or for copies of documents in the ~~certification-licensure~~ files, \$30.00.
- (3) Application for a renewal, extension, addition, upgrade, and variation to a ~~certificate,license~~, \$55.00.
- (4) Initial application for New, In-State Approved Program Graduate, \$55.00.
- (5) Initial application for Out-of-State ~~certificate,license~~, \$85.00.
- (6) All other applications, \$85.00.

The applicant must pay the fee at the time the application is submitted.

(b) It is the policy of the State of North Carolina to maintain the highest quality teacher education programs and school administrator programs in order to enhance the competence of professional personnel ~~certified-licensed~~ in North Carolina. To the end that teacher preparation programs are upgraded to reflect a more rigorous course of study, the State Board of Education, as lead agency in coordination and cooperation with the University Board of Governors, the Board of Community Colleges and such other public and private agencies as are necessary, shall continue to refine the several ~~certification-licensure~~ requirements, standards for approval of institutions of teacher education, standards for institution-based innovative and experimental programs, standards for implementing consortium-based teacher education, and standards for improved efficiencies in the administration of the approved programs. The ~~certification-licensure~~ program shall provide for initial ~~certification-licensure~~ after completion of preservice training, continuing ~~certification-licensure~~ after three years of teaching experience, and ~~certificate-licensure~~ renewal every five years thereafter, until the retirement of the teacher. The last ~~certificate-licensure~~ renewal received prior to retirement shall remain in effect for five years after retirement. The ~~certification-licensure~~ program shall also provide for lifetime ~~certification-licensure~~ after 50 years of teaching.

The State Board of Education, as lead agency in coordination with the Board of Governors of The University of North Carolina and any other public and private agencies as necessary, shall continue to raise standards for entry into teacher education programs.

The State Board of Education, in consultation with local boards of education and the Board of Governors of The University of North Carolina, shall evaluate and modify, as necessary, the academic requirements for students preparing to teach science in middle and high schools to ensure that there is adequate preparation in issues related to science laboratory safety.

The State Board of Education, in consultation with the Board of Governors of The University of North Carolina, shall evaluate and develop enhanced requirements for continuing ~~certification-licensure~~. The new requirements shall reflect more rigorous standards for continuing ~~certification-licensure~~ and to the extent possible shall be aligned with quality professional development programs that reflect State priorities for improving student achievement.

The State Board of Education, in consultation with local boards of education and the Board of Governors of The University of North Carolina, shall reevaluate and enhance the requirements for renewal of teacher ~~certificates-licenses~~. The State Board shall consider modifications in the ~~certificate-licensure~~ renewal achievement and to make it a mechanism for teachers to renew continually their knowledge and professional skills. The State Board shall adopt new standards for the renewal of teacher ~~certificates-licenses~~ by May 15, 1998.

The standards for approval of institutions of teacher education shall require that teacher education programs for all students include demonstrated competencies in (i) the identification and education of children with disabilities and (ii) positive management of student behavior and effective communication techniques for defusing and deescalating disruptive or dangerous behavior. The State Board of Education shall incorporate the criteria developed in accordance with G.S. 116-74.21 for assessing proposals under the School Administrator Training Program into its school administrator program approval standards.

All North Carolina institutions of higher education that offer teacher education programs, masters degree programs in education, or masters degree programs in school administration shall provide performance reports to the State Board of Education. The performance reports shall follow a common format, shall be submitted according to a plan developed by the State Board, and shall include the information required under the plan developed by the State Board.

(b1) The State Board of Education shall develop a plan to provide a focused review of teacher education programs and the current process of accrediting these programs in order to ensure that the programs produce graduates that are well prepared to teach. The plan shall include the development and implementation of a school of education performance report for each teacher education program in North Carolina. The performance report shall include at least the following elements: (i) quality of students entering the schools of education, including the average grade point average and average score on preprofessional skills tests that assess reading, writing, math and other competencies; (ii) graduation rates; (iii) time-to-graduation rates; (iv) average scores of graduates on professional and content area examination for the purpose of ~~certification; licensure;~~ (v) percentage of graduates receiving initial ~~certification; licenses;~~ (vi) percentage of graduates hired as teachers; (vii) percentage of graduates remaining in teaching for four years; (viii) graduate satisfaction based on a common survey; and (ix) employer satisfaction based on a common survey. The performance reports shall follow a common format. The performance reports shall be submitted annually. The State Board of Education shall develop a plan to be implemented beginning in the 1998-99 school year to reward and sanction approved teacher education programs and masters of education programs and to revoke approval of those programs based on the performance reports and other criteria established by the State Board of Education.

The State Board also shall develop and implement a plan for annual performance reports for all masters degree programs in education and school administration in North Carolina. To the extent it is appropriated, the performance report shall include similar indicators to those developed for the performance report for teacher education programs. The performance reports shall follow a common format.

Both plans for performance reports also shall include a method to provide the annual performance reports to the Board of Governors of The University of North Carolina, the State Board of Education, and the boards of trustees of the independent colleges. The State Board of Education shall review the schools of education performance reports and the performance reports for masters degree programs in education and school administration each year the performance reports are submitted. The State Board shall submit the performance report for the 1999-2000 school year to the Joint Legislative Education Oversight Committee by December 15, 2000. Subsequent performance reports shall be submitted to the Joint Legislative Education Oversight Committee on an annual basis by October 1.

...

(c) It is the policy of the State of North Carolina to encourage lateral entry into the profession of teaching by skilled individuals from the private sector. To this end, before the 1985-86 school year begins, the State Board of Education shall develop criteria and procedures to accomplish the employment of such individuals as classroom teachers. Beginning with the 2006-2007 school year, the criteria and procedures shall include preservice training in (i) the identification and education of children with disabilities and (ii) positive management of

student behavior, effective communication for defusing and deescalating disruptive or dangerous behavior, and safe and appropriate use of seclusion and restraint. Skilled individuals who choose to enter the profession of teaching laterally may be granted a provisional teaching ~~certificate~~license for no more than three years and shall be required to obtain ~~certification~~licensure before contracting for a fourth year of service with any local administrative unit in this State.

(c1) The State Board of Community Colleges may provide a program of study for lateral entry teachers to complete the coursework necessary to earn a teaching ~~certificate~~license. To this end, the State Board of Education, in consultation with the State Board of Community Colleges, shall establish a competency-based program of study for lateral entry teachers to be implemented within the Community College System no later than May 1, 2006. This program must meet standards set by the State Board of Education.

The State Board of Community Colleges and the State Board of Education shall jointly identify the community college courses and the teacher education program courses that are necessary and appropriate for inclusion in the community college program of study for lateral entry teachers. To the extent possible, any courses that must be completed through an approved teacher education program shall be taught on a community college campus or shall be available through distance learning.

In order to participate in the community college program of study for lateral entry teachers, an individual must hold at least a bachelors degree from a regionally accredited institution of higher education.

An individual who successfully completes this program of study and meets all other requirements of ~~certification~~licensure set by the State Board of Education shall be recommended for a North Carolina teaching ~~certificate~~license.

...

(d) The State Board shall adopt rules to establish the reasons and procedures for the suspension and revocation of ~~certificates~~licenses. The State Board shall revoke the ~~certificate~~license of a teacher or school administrator if the State Board receives notification from a local board or the Secretary of Health and Human Services that a teacher or school administrator has received an unsatisfactory or below standard rating a rating on any standard that was identified as an area of concern on the mandatory improvement plan that was below proficient or otherwise represented unsatisfactory or below standard performance under G.S. 115C-333(d).115C-333(d) and G.S. 115C-333.1(f). In addition, the State Board may revoke or refuse to renew a teacher's ~~certificate~~license when:

- (1) The Board identifies the school in which the teacher is employed as low-performing under G.S. 115C-105.37 or G.S. 143B-146.5; and
- (2) The State Board shall automatically revoke the ~~certificate~~license of a teacher or school administrator without the right to a hearing upon receiving verification of the identity of the teacher or school administrator together with a certified copy of a criminal record showing that the teacher or school administrator has entered a plea of guilty or nolo contendere to or has been finally convicted of any of the following crimes: Murder in the first or second degree, G.S. 14-17; Conspiracy or solicitation to commit murder, G.S. 14-18.1; Rape or sexual offense as defined in Article 7A of Chapter 14 of the General Statutes. Felonious assault with deadly weapon with intent to kill or inflicting serious injury, G.S. 14-32; Kidnapping, G.S. 14-39; Abduction of children, G.S. 14-41; Crime against nature, G.S. 14-177; Incest, G.S. 14-178 or G.S. 14-179; Employing or permitting minor to assist in offense against public morality and decency, G.S. 14-190.6; Dissemination to minors under the age of 16 years, G.S. 14-190.7; Dissemination to minors under the age of 13 years, G.S. 14-190.8;

Displaying material harmful to minors, G.S. 14-190.14; Disseminating harmful material to minors, G.S. 14-190.15; First degree sexual exploitation of a minor, G.S. 14-190.16; Second degree sexual exploitation of a minor, G.S. 14-190.17; Third degree sexual exploitation of a minor, G.S. 14-190.17A; Promoting prostitution of a minor, G.S. 14-190.18; Participating in prostitution of a minor, G.S. 14-190.19; Taking indecent liberties with children, G.S. 14-202.1; Solicitation of child by computer to commit an unlawful sex act, G.S. 14-202.3; Taking indecent liberties with a student, G.S. 14-202.4; Prostitution, G.S. 14-204; and child abuse under G.S. 14-318.4. The Board shall mail notice of its intent to act pursuant to this subdivision by certified mail, return receipt requested, directed to the teacher or school administrator at their last known address. The notice shall inform the teacher or school administrator that it will revoke the person's ~~certificate~~license unless the teacher or school administrator notifies the Board in writing within 10 days after receipt of the notice that the defendant identified in the criminal record is not the same person as the teacher or school administrator. If the teacher or school administrator provides this written notice to the Board, the Board shall not revoke the ~~certificate~~license unless it can establish as a fact that the defendant and the teacher or school administrator are the same person.

- (3) In addition, the State Board may revoke or refuse to renew a teacher's ~~certificate~~license when:
- a. The Board identifies the school in which the teacher is employed as low-performing under G.S. 115C-105.37 or G.S. 143B-146.5; and
 - b. The assistance team assigned to that school makes the recommendation to revoke or refuse to renew the teacher's ~~certificate~~license for one or more reasons established by the State Board in its rules for ~~certificate~~license suspension or revocation.

The State Board may issue subpoenas for the purpose of obtaining documents or the testimony of witnesses in connection with proceedings to suspend or revoke ~~certificates~~licenses. In addition, the Board shall have the authority to contract with individuals who are qualified to conduct investigations in order to obtain all information needed to assist the Board in the proper disposition of allegations of misconduct by ~~certificated~~licensed persons.

(e) The State Board of Education shall develop a mentor program to provide ongoing support for teachers entering the profession. In developing the mentor program, the State Board shall conduct a comprehensive study of the needs of new teachers and how those needs can be met through an orientation and mentor support program. For the purpose of helping local boards to support new teachers, the State Board shall develop and distribute guidelines which address optimum teaching load, extracurricular duties, student assignment, and other working condition considerations. These guidelines shall provide that initially ~~certificated~~licensed teachers not be assigned extracurricular activities unless they request the assignments in writing and that other noninstructional duties of these teachers be minimized. The State Board shall develop and coordinate a mentor teacher training program. The State Board shall develop criteria for selecting excellent, experienced, and qualified teachers to be participants in the mentor teacher training program.

...

(f) The State Board of Education, after consultation with the Board of Governors of The University of North Carolina, shall develop a new category of teacher ~~certificate~~license known as the "Masters/Advanced Competencies" ~~certificate~~license. To receive this ~~certificate~~license, an applicant shall successfully complete a masters degree program that

includes rigorous academic preparation in the subject area which the applicant will teach and in the skills and knowledge expected of a master teacher or the applicant shall demonstrate to the satisfaction of the State Board that the candidate has acquired the skills and knowledge expected of a master teacher.

Persons who qualify for a "G" certificate prior to September 1, 2000, shall be awarded a "Masters/Advanced Competencies" certificate without meeting additional requirements. On and after September 1, 2000, no additional "G" certificates shall be awarded."

SECTION 7. G.S. 115C-334 reads as rewritten:

"§ 115C-334. Assessment teams.

The State Board shall develop guidelines for local boards to use to create assessment teams. A local board shall assign an assessment team to every low-performing school in the local school administrative unit that has not received an assistance team. Local boards shall ensure that assessment team members are trained in the proper administration of the employee evaluation used by the local school administrative unit. If service on an assessment team is an additional duty for an employee of a local board, the board may pay the employee for that additional work.

Assessment teams shall have the following duties:

- (1) Conduct evaluations of ~~certified~~licensed employees in low-performing schools;
- (2) Provide technical assistance and training to principals, assistant principals, superintendents, and superintendents' designees who conduct evaluations of ~~certified~~licensed employees;
- (3) Develop ~~action~~mandatory improvement plans for ~~certified~~licensed employees; and
- (4) Assist principals, assistant principals, superintendents, and superintendents' designees in the development and implementation of ~~action~~mandatory improvement plans."

SECTION 8. G.S. 115C-335 reads as rewritten:

"§ 115C-335. Development of performance standards and criteria for ~~certified~~licensed employees; training and remediation programs.

...
(b) Training. – The State Board, in collaboration with the Board of Governors of The University of North Carolina, shall develop programs designed to train principals and superintendents in the proper administration of the employee evaluations developed by the State Board. The Board of Governors shall use the professional development programs for public school employees that are under its authority to make this training available to all principals and superintendents at locations that are geographically convenient to local school administrative units. The programs shall include methods to determine whether an employee's performance has improved student learning, the development and implementation of appropriate ~~action~~professional growth and mandatory improvement plans, the process for contract nonrenewal, and the dismissal process under G.S. 115C-325. The Board of Governors shall ensure that the subject matter of the training programs is incorporated into the masters in school administration programs offered by the constituent institutions. The State Board, in collaboration with the Board of Governors, also shall develop in-service programs for ~~certified~~licensed public school employees that may be included in an ~~action~~a mandatory improvement plan created under ~~G.S. 115C-333(b)~~G.S. 115C-333(b) or G.S. 115C-333.1(b). The Board of Governors shall use the professional development programs for public school employees that are under its authority to make this training available at locations that are geographically convenient to local school administrative units."

SECTION 8.5.(a) If House Bill 200, 2011 Regular Session, becomes law, then G.S. 115C-325(e)(2), as amended by Section 7.23(b) of that act, reads as rewritten:

"(2) Reduction in Force. – Before recommending to a board the dismissal or demotion of the career employee pursuant to G.S. 115C-325(e)(1)l, the superintendent shall give written notice to the career employee by certified mail or personal delivery of his intention to make such recommendation and shall set forth as part of his or her recommendation the grounds upon which he or she believes such dismissal or demotion is justified. The notice shall include a statement to the effect that if the career employee within 15 days after receipt of the notice requests a review, he or she shall be entitled to have the proposed recommendations of the superintendent reviewed by the board. Within the 15-day period after receipt of the notice, the career employee may file with the superintendent a written request for a hearing before the board within 10 days. If the career employee requests a hearing before the board, the hearing procedures provided in G.S. 115C-325(j3) shall be followed. If no request is made within the 15-day period, the superintendent may file his or her recommendation with the board. If, after considering the recommendation of the superintendent and the evidence adduced at the hearing if there is one, the board concludes that the grounds for the recommendation are true and substantiated by a preponderance of the evidence, the board, if it sees fit, may by resolution order such dismissal. Provisions of this section which permit a hearing by a ~~case manager~~ hearing officer shall not apply to a dismissal or demotion recommended pursuant to G.S. 115C-325(e)(1)l.

When a career employee is dismissed pursuant to G.S. 115C-325(e)(1)l. above, his or her name shall be placed on a list of available career employees to be maintained by the board."

SECTION 8.5.(b) If House Bill 200, 2011 Regular Session, does not become law, then G.S. 115C-325(e)(2) reads as rewritten:

"(2) Reduction in Force. – Before recommending to a board the dismissal or demotion of the career employee pursuant to G.S. 115C-325(e)(1)l, the superintendent shall give written notice to the career employee by certified mail or personal delivery of his intention to make such recommendation and shall set forth as part of his or her recommendation the grounds upon which he or she believes such dismissal or demotion is justified. The notice shall include a statement to the effect that if the career employee within 15 days after receipt of the notice requests a review, he or she shall be entitled to have the proposed recommendations of the superintendent reviewed by the board. Within the 15-day period after receipt of the notice, the career employee may file with the superintendent a written request for a hearing before the board within 10 days. If the career employee requests a hearing before the board, the hearing procedures provided in G.S. 115C-325(j3) shall be followed. If no request is made within the 15-day period, the superintendent may file his or her recommendation with the board. If, after considering the recommendation of the superintendent and the evidence adduced at the hearing if there is one, the board concludes that the grounds for the recommendation are true and substantiated by a preponderance of the evidence, the board, if it sees fit, may by resolution order such dismissal. Provisions of this section which permit a hearing by a ~~case manager~~ hearing officer shall not apply to a dismissal or demotion recommended pursuant to G.S. 115C-325(e)(1)l.

When a career employee is dismissed pursuant to G.S. 115C-325(e)(1)l. above, his or her name shall be placed on a list of available career employees

to be maintained by the board. Career employees whose names are placed on such a list shall have a priority on all positions in which they acquired career status and for which they are qualified which become available in that system for the three consecutive years succeeding their dismissal. However, if the local school administrative unit offers the dismissed career employee a position for which he or she is certified-licensed and he or she refuses it, his or her name shall be removed from the priority list."

SECTION 8.6. If House Bill 200, 2011 Regular Session, becomes law, then G.S. 115C-333.1(c)(2), as enacted in Section 3 of this act, reads as rewritten:

"(2) The local board of education shall create a list of qualified observers who are employed by that board and available to do observations of employees on mandatory improvement plans. This list shall be limited to names of administrators and teachers selected by the ~~school improvement teams in the school system. The school improvement teams~~ local board of education. The local board of education shall strive to select administrators and teachers with excellent reputations for competence and fairness."

SECTION 9. This act becomes effective July 1, 2011, and applies to persons recommended for dismissal or demotion on or after that date.

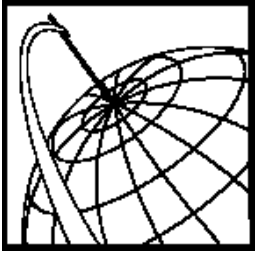
In the General Assembly read three times and ratified this the 17th day of June, 2011.

s/ Walter H. Dalton
President of the Senate

s/ Thom Tillis
Speaker of the House of Representatives

s/ Beverly E. Perdue
Governor

Approved 12:03 p.m. this 27th day of June, 2011



Date: December 6, 2011

Durham Public Schools
ADMINISTRATIVE SERVICES COMMITTEE
TO THE BOARD OF EDUCATION
PRECIS

Subject: 2010-2011 Comprehensive Annual Financial Report

Staff Liaison Present: Carolyn Olivarez

Phone: 560-3544

Main Points:

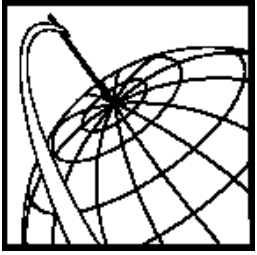
- The fiscal year 2010-2011 Comprehensive Annual Financial Report (CAFR) audit report prepared by the Durham Public Schools Financial Services staff and audited by the certified public accounting firm of Rives & Associates, LLP will be presented at the December 15, 2011 board meeting. Copies of the final CAFR will be provided prior to the meeting.
- Last year the board requested that we conduct a work session presentation at the Administrative committee meeting to answer questions and discuss the draft audit report prior to its presentation at the regular board meeting. Copies of the draft audit report will be available at the committee meeting.

Administration submits this audit for discussion.

Fiscal/Goal Implications:

It is required by Public School Law 115C-447 that public schools have their accounting records audited annually by a certified accountant or an accountant certified by the Local Government Commission.

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



Date: December 6, 2011

**Durham Public Schools
ADMINISTRATIVE SERVICES COMMITTEE
OF THE BOARD OF EDUCATION
PRECIS**

Subject: School Improvement Grant – Lenovo Lease for Hillside High School

Staff Liaison Present:	Dietrich Morrison-Danner	Phone #	560-9419
	Jim Key		560-2597
	Dr. Lewis Ferebee		560-2332

Main Points:

- The Lenovo Lease Program will provide Lenovo laptop computers for teachers and students at Hillside High School for technology integration in teaching and learning.
- Technology integration is part of the school transformation model as approved in the School Improvement Grant.
- Invitations for bids were posted on Interactive Procurement System for ten days as required by federal purchasing rules.

Administration submits this lease agreement for discussion.

Fiscal/Goal Implications:

The total cost of the three-year Lenovo Lease Program is \$19,012.53 per month (for 36 months) and will be supported through School Improvement Grant funds.

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

Review:

CO Finance

BJ Attorney

INSTALLMENT PURCHASE AGREEMENT

This Installment Purchase Agreement is made this _____ day of _____ 2011 ("Agreement") by and between CIT Finance LLC, a duly organized Delaware limited liability company in good standing d/b/a Lenovo Financial Services, with the authority to enter into this transaction with a local school system located in North Carolina and with its principal office at 10201 Centurion Parkway North, Jacksonville, Florida, 32256 ("Lender"), and Durham Public Schools Board of Education ("Buyer"), with its principal office at P.O. Box 30002, 511 Cleveland Street, Durham, North Carolina 27702.

RECITALS

WHEREAS, Buyer wishes to purchase Lenovo computers to fully implement and facilitate a computer refresh for teachers and students for Hillside High School using a federal School Improvement Grant;

WHEREAS, Buyer has the power, pursuant to Section 115C-528 of the General Statutes of North Carolina, to purchase and finance the purchase of computers and other items, including software, from Lenovo (United States) Inc. ("Supplier") and to grant a security interest in such items to secure payment as set forth in the statute;

WHEREAS, in order to finance the purchase(s) contemplated herein, the Buyer has determined that it is in the best interests of the Buyer to enter into this Agreement with the Lender under which the Lender will accept Installment Payments (as such term is defined herein) from the Buyer in consideration thereof;

WHEREAS, the obligation of the Buyer to make Installment Payments under this Agreement shall constitute a limited obligation of the Buyer, payable solely from then currently budgeted appropriations of the Buyer, and shall not constitute a direct or indirect pledge of the faith and credit or taxing power, if any, direct or indirect, of the Buyer within the meaning of the Constitution of the State of North Carolina;

WHEREAS, the execution, delivery and performance of this Agreement have been authorized, approved and directed by the Buyer; and

WHEREAS, the execution, delivery, and performance of this Agreement by Lender has been authorized, approved and directed by all necessary and appropriate action of the Lender;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. **LENDER'S OBLIGATION**. Buyer represents that Buyer may purchase specified items in installments pursuant to N.C. Gen. Stat. 115C-528(c). Lender shall provide funds for Buyer's purchase of the personal property ("Equipment") and services/software licenses ("Software") (collectively hereinafter referred to as the "System") identified in the Product Schedule attached to this Agreement as Exhibit A from Supplier and shall arrange for delivery of the System to Buyer.

2. TERM. The term of this Agreement shall commence on the date this Agreement is executed by Lender and Buyer and shall continue for the period of time set forth in and according to the terms described in Paragraph 3 of this Agreement or until otherwise terminated as provided herein.

3. BUYER'S INSTALLMENT PAYMENTS. Acceptance of System shall occur immediately upon delivery of System. When Buyer receives System, Buyer agrees to inspect it and to verify in writing such information as Lender may require in the Delivery and Acceptance Certificate attached to this Agreement as Exhibit B. Lender shall be responsible for advancing under this Agreement any and all delivery and installation costs invoiced by Supplier which are included in the amounts financed hereunder. After such acceptance, Buyer agrees to pay Lender the Installment Payments consisting of principal and interest, plus applicable taxes, in the amount of \$19,012.53 on or before the 10th day of each month for a term of thirty-six (36) months (the "Installment Payments"). Buyer agrees to pay Lender the first Installment Payment within thirty (30) days following the delivery of the System, but in any case no later than February 10, 2012. Lender shall provide a single invoice for each Installment Payment. However, the Installment Payments are due as scheduled whether or not Buyer receives an invoice from Lender. If the date for making payment, or the last date for performance of any act or the exercising of any right is not a business day, such payment may be made or act performed or right exercised on the next succeeding business day, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date. Restrictive endorsements on checks Buyer sends to Lender will not reduce Buyer's obligations to Lender. In addition, Buyer agrees that its primary business official will use his or her best efforts to obtain and maintain funds from which such payments under this Agreement may be made. Installment Payments shall be made to the Lender at the address set forth in Paragraph 29 below or as otherwise directed in writing by Lender.

4. UNCONDITIONAL OBLIGATION. EXCEPT IN THE EVENT OF A DEFAULT BY LENDER AND THE EXERCISE BY BUYER OF THE REMEDIES DESCRIBED IN PARAGRAPH 18 AND EXCEPT AS PROVIDED IN PARAGRAPH 26 "NON- APPROPRIATION OF FUNDS," BUYER AGREES THAT BUYER IS UNCONDITIONALLY OBLIGATED TO PAY ALL INSTALLMENT PAYMENTS AND ANY OTHER AMOUNTS DUE UNDER THE PRODUCT SCHEDULE FOR THE FULL TERM EVEN IF SYSTEM IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF BUYER HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 18 OF THIS AGREEMENT, BUYER IS NOT ENTITLED TO REDUCE OR SET-OFF AGAINST INSTALLMENT PAYMENTS OR OTHER AMOUNTS DUE UNDER THE PRODUCT SCHEDULE FOR ANY REASON WHATSOEVER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO RESTRICT BUYER'S RIGHTS OR REMEDIES UNDER ANY APPLICABLE WRITTEN WARRANTIES.

5. DISCLAIMER OF WARRANTIES. SYSTEM IS BEING SOLD TO BUYER IN AS-IS CONDITION (which is the condition of System at the time of acceptance). BUYER AGREES THAT BUYER HAS SELECTED SYSTEM BASED UPON BUYER'S OWN JUDGMENT. LENDER HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, SYSTEM'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Buyer agrees that any claims by Buyer under any applicable written product warranties ("Produce Warranty") shall be brought against Supplier or the issuer of the applicable written

warranties and not against Lender or any assignee of Lender's rights under this Agreement. Buyer agrees to continue to pay all Installment Payments even if Buyer has a dispute with Supplier regarding the quality, suitability, or fitness of the System, except that Buyer shall be under no obligation to make any Installment Payments until System has been delivered to and accepted by Buyer. Buyer acknowledges and agrees that the Product Warranty is a separate agreement between Buyer and Supplier and not a part of this Agreement. Buyer agrees to contact the Supplier for a description of Buyer's warranty rights and to enforce any warranty rights directly against the Supplier. Buyer agrees to settle any disputes Buyer may have regarding performance of the System directly with the Supplier, and not make any claim against the Installment Payments due Lender or any assignee of Lender's rights under this Agreement. Buyer agrees to continue to pay all Installment Payments and other sums which may be due and payable even if Buyer has a dispute with any manufacturer of the Equipment or the licensor of the Software, including, without limitation, such manufacturer's or licensor's bankruptcy, except in the event of a Default by Lender and the exercise by Buyer of its rights and remedies under Paragraph 18 of this Agreement.

6. CLAIMS. Buyer hereby acknowledges and agrees that Lender is not responsible (except for Lender's obligations set forth in the Agreement, or to the extent caused by Lender's intentional or negligent acts or omissions, or except as expressly provided in Section 18 of this Agreement) for any injuries, damages, penalties, claims or losses, including reasonable legal expenses, incurred by Buyer caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of System (collectively "Damages").

7. TITLE/OWNERSHIP OF PURCHASED ITEMS. Title and ownership of System shall be in the Buyer from and after delivery of, the receipt and acceptance of all Equipment and Software included in System, and Buyer's payment of the first Installment Payment so long as Buyer shall not be in default hereunder, subject to the anticipated security interest of the Lender. The Buyer shall be entitled to quiet enjoyment of System at all times pursuant to this Agreement. Upon payment of \$1 (one dollar), title and ownership of System shall vest fully and permanently in Buyer at the end of the term stated in the Product Schedule attached to this Agreement as Exhibit A, and all late fees and applicable sales and use taxes, if any, due hereunder, free and clear of any lien or security interest of the Lender. Additionally, upon Prepayment as described in Paragraph 21, the Lender shall release and cancel any lien or security interest it may have in System.

8. LATE CHARGES. If any Installment Payment is not received within ten (10) business days of its due date, Buyer agrees to pay a late charge (calculated from the due date) equal to 1.0% (one percent) per month on the overdue amount, but only if Lender has mailed an invoice to Buyer's address provided above at least 15 (fifteen) days prior to the due date of each Installment Payment. All payments due and payable under this Agreement shall be due and payable whether or not Buyer has received any notice that such payment is due.

9. SECURITY INTEREST. Lender may obtain a security interest in System until all payments required under Paragraph 3 of this Agreement are made. Lender shall be solely responsible for securing its security interest, and Buyer authorizes Lender to file any financing statement it requires to secure its interests in System and this Agreement.

10. MAINTENANCE. Buyer will not move System from the Product Location set forth in the Product Schedule attached to this Agreement as Exhibit A without Lender's advance written consent, except that any System that has been designed by nature to be a movable piece of technology (such as laptop computers) may be moved within the continental United

States without a written consent from the Lender. In order to facilitate the use of the System by students and/or faculty members of Buyer's organization ("Authorized Users") while on premises other than those belonging to Buyer, Buyer acknowledges and agrees that: (a) Buyer shall use due care to ensure that System is not (i) used for any illegal activity or private business purposes, or (ii) used by anyone other than Authorized Users; (b) Buyer shall not (i) sub-lease, rent or sell any System (in whole or in part) to any Authorized User, and (c) Buyer (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with Paragraph 12 herein, (ii) payment of any applicable property taxes on System, and (iii) return of System to Lender in the event of Buyer's default or non-appropriation as herein provided. Buyer will give Lender reasonable access to the Product Location so that Lender can check System's existence, condition and proper maintenance. Buyer will use System in the manner for which it was intended, as required by all applicable manuals and instructions. At Buyer's own cost and expense, subject to any applicable written warranties, Buyer will keep System in good repair, condition and working order, ordinary wear and tear excepted. Buyer will not make any permanent alterations to System that will result in a substantial decrease in the market value of the System during the term of this Agreement.

11. LOSS OR DAMAGE. As between Buyer and Lender, Buyer is responsible for any loss of or damages to System from any cause at all, whether or not insured, from the time System is delivered to Buyer until it is returned to Lender, except to the extent that the loss of or damages to System are attributable to Lender's intentional or negligent acts or omissions. If any item of the System is lost, stolen or damaged ("Damaged Equipment") Buyer will notify Lender in writing within fifteen (15) days of such event. Within fifteen (15) days after the date Buyer has notified Lender of such event, at Buyer's option, Buyer will either: (a) repair the Damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, while continuing to pay the Installment Payments on a current basis; or (b) while continuing to pay the Installment Payments on a current basis replace the Damaged Equipment at Buyer's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lender's approval, whereupon such replacement equipment shall be substituted in the Product Schedule by appropriate endorsement or amendment; or (c) pay Lender an amount equal to all amounts which may be then due and payable by Buyer to Lender under this Agreement, plus the present value of all Installment Payments remaining through the end of the term discounted at 3% per annum (the "Net Book Value") as it relates to the Damaged Equipment and continue the Agreement for the non-Damaged Equipment with Installment Payments equivalent to the total original cost of the non-Damaged Equipment divided by the cost of System multiplied by the total amount of all Installment Payments. Provided Buyer is not in default or an event of non-appropriation has not occurred under this Agreement, Lender will forward to Buyer any insurance proceeds which Lender receives for Damaged Equipment for Buyer's use to solely repair or replace the Damaged Equipment. If Buyer is in default, Lender will apply any insurance proceeds Lender receives to reduce Buyer's obligations under Section 17 of this Agreement.

12. INSURANCE. Buyer shall, at its expense, maintain property insurance for the term of this Agreement in an amount sufficient to cover the value of System. Such insurance shall name Lender and its assigns as an additional insured. The policies required hereby shall provide that they may not be canceled or materially altered without at least 15 (fifteen) days prior written notice to Lender. At Lender's request, Buyer shall deliver to Lender copies or other evidence of each insurance policy and each renewal thereof. However, if Buyer is self-insured with respect to equipment such as System, Buyer shall maintain during the term of this Agreement an actuarially sound self-insurance program in form satisfactory to Lender and shall provide evidence thereof in form and substance to Lender at Lender's request.

13. REPRESENTATIONS OF PARTIES. Buyer and Lender represent and warrant that (a) this Agreement has been duly authorized, executed and delivered by Buyer and Lender; (b) each signatory of this Agreement has the authority to bind the Buyer and Lender to such Agreement; and (c) Buyer is a political subdivision of the State of North Carolina.

14. BUYER REPRESENTATIONS AND WARRANTIES. Buyer hereby represents and warrants to Lender that as of the effective date of this Agreement: (a) Buyer is a body corporate of the State of North Carolina with the authority to hold school property and to purchase and hold real and personal property pursuant to Chapter 115C of the North Carolina General Statutes; (b) Buyer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body to enter into this Agreement; (c) Buyer is a political subdivision of the state of North Carolina pursuant to Section 103-1(b) of the IRS Code with condemnation authority pursuant to N.C. Gen. Stat. § 115C-517, and Chapter 40A of the General Statutes; (d) Buyer is authorized to enter into and carry out Buyer's obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Buyer in accordance with all applicable laws, codes, ordinances, regulations, and policies; (f) any person signing the Documents has the authority to do so, is acting with the authorization of Buyer's governing body, and holds the offices indicated below his or her signature, which is genuine; (g) System is essential to the performance of a governmental or proprietary function by Buyer within the scope of Buyer's authority and shall be used during the term of this Agreement only by Buyer and only to perform such function; (h) Buyer intends to use and own System for the entire term of this Agreement and shall take all necessary action, in accordance with Section 26, to include in Buyer's annual budget any funds required to fulfill Buyer's obligations for each fiscal year during the term of this Agreement; (i) Buyer has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with the acquisition, use, and/or financing of System; (j) Buyer's obligations to remit Installment Payments under this Agreement does not constitute a direct or indirect pledge of the faith and credit or taxing power, if any, direct or indirect, of the Buyer within the meaning of the Constitution of the State of North Carolina (k) all payments due and to become due during Buyer's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the purchase of System; (l) Buyer shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Installment Payments payment to become includible in Lender's gross income for Federal income taxation purposes under the Internal Revenue Code; (m) Buyer shall comply, to the extent applicable, with the information reporting requirements of Section 149(e) of the Internal Revenue Code (such compliance shall include, but not be limited to, the execution of Forms 8038-G or 8038-GC information returns as appropriate); and (n) all financial information Buyer has provided to Lender is true and accurate and provides a fair representation of Buyer's financial condition. Buyer further represents and warrants that Lender shall have no responsibility in connection with the selection of the Equipment or the Software, its suitability for the use intended by Buyer (except as may be provided in any applicable written warranties), or Buyer's compliance or non-compliance with competitive pricing and/or bidding requirements to the extent allowed by law.

15. BUYER DEFAULT. Buyer shall be in default under this Agreement upon the happening of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lender in writing: (a) Buyer fails to pay any Installment Payment within ten (10) days after written notice from Lender to Buyer to that such Installment Payment is past due, or (b) Buyer fails to perform or observe any other express

promise or obligation in this Agreement and does not correct the default within ten (10) days after Lender sends Buyer written notice of default, or (c) any representation, warranty or statement Buyer has made in this Agreement shall prove to have been false or misleading in any material respect when made or furnished, or (d) System or any part of it is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Paragraph 11, or (e) a petition is filed by or against Buyer under any bankruptcy or insolvency laws.

16. LENDER DEFAULT. Lender shall be in default under this Agreement upon the happening of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Buyer in writing: (a) default by Lender in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive business days after written notice thereof by Buyer to Lender, or (b) any warranty, representation or statement made or furnished to Buyer by or on behalf of Lender proves to have been false in any material respect when made or furnished.

17. LENDER'S REMEDIES. Upon the occurrence of an Event of Default by Buyer, Lender may, in its discretion after reasonable notice to Buyer of its intentions, proceed by appropriate court action or upon written consent from Buyer to personally, or by its agents, take possession from Buyer of any or all items of System wherever found and for this purpose enter upon Buyer's premises at a reasonable time upon reasonable notice where any item of System is located and remove such item of System free from all claims of any nature whatsoever by Buyer, and the parties rights and obligations under this Agreement shall be terminated. In the event of any such repossession, Buyer shall execute and deliver such documents as may reasonably be required to transfer title to the System under the Agreement to Lender. Upon Buyer's default, Buyer shall pay reasonable costs associated with Lender's exercise of its repossession remedy; however, in no event shall Buyer pay attorneys' fees. Exercise of this repossession remedy by the Lender immediately terminates this Agreement. Even if Lender exercises its repossession remedy, Lender maintains rights to pursue damages against Buyer as set forth in this Agreement. Upon repossession, if the System under this Agreement was damaged at the time of repossession due to the fault of the Buyer such that it is not useable for the purposes for which it was manufactured (reasonable wear and tear excepted), Buyer agrees, at its option, to: (a) repair and restore such System to a useable condition (reasonable wear and tear excepted) or (b) pay to Lender the reasonable costs of such repair. If Lender exercises this repossession remedy upon Buyer's default, Lender shall sell the System by any lawful means intended to obtain fair market value for the property and may declare due and payable an amount equal to the Net Book Value minus the net proceeds from the sale of the System. Lender shall provide to Buyer documentation satisfactory to Buyer demonstrating the reasonableness of all costs or expenses it asserts that it incurred in the sale of the System. In the event that the repossession remedy described above is rendered impossible due solely to the conduct of the Buyer, the Lender may exercise any or all other remedies available to a secured party under the applicable Uniform Commercial Code. If Lender exercises its right to repossess System as described herein, Lender also has the right to require Buyer to remove all proprietary data from System, holding Lender and any subsequent owner described in Paragraph 24 or their assigns harmless if Buyer fails to do so. Notwithstanding anything contained in this Paragraph 17 or Paragraph 15 above, if Lender has assigned its rights in this Agreement, Lender shall not have the right to exercise the remedies stated herein, and the decision whether to exercise any or all of the remedies stated herein shall be in the sole and absolute discretion of Lender's assign.

18. BUYER'S REMEDIES. Upon the occurrence of an Event of Default by Lender, Buyer may, after reasonable written notice to Lender of its intentions, surrender possession of

the System to Lender, terminate this Agreement, extinguish any further obligation to make Installment Payments hereunder, seek reimbursement or refund of any Installment Payments made, and/or claim an abatement or reduction of the Installment Payments. No right or remedy herein conferred upon or reserved to Buyer is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Buyer shall not be entitled to claim an abatement against or a reduction of the Installment Payments owed to Lender or seek reimbursement or refund of any Installment Payments made, once Lender has satisfied all of its obligations pursuant to Paragraph 1 of this Agreement. Once Buyer has accepted the System and Lender has satisfied all of its obligations under this Agreement, Buyer shall not be entitled to claim an abatement against or a reduction of the Installment Payments due to Lender based upon Buyer's subsequent dissatisfaction with the System but may pursue claims against Supplier for breach of any applicable written warranty. No assignment of this Agreement pursuant to Paragraph 24 of this Agreement shall impair or negate any of Buyer's remedies pursuant to this section.

19. COMPLIANCE WITH LAW. All provisions of this Agreement shall be construed so as to conform with North Carolina law, including but not limited to the provisions of North Carolina General Statute Section 115C-528 and other statutory provisions referred to therein. The requirements of N.C. Gen. Stat. §115C-528 are incorporated by reference into this Agreement and to the extent of any conflict between this section of this Agreement and any other provision of this Agreement, this section shall take priority.

20. TAX TREATMENT. The Buyer shall cooperate with Lender's reasonable efforts to exclude interest payable under this Agreement from gross income for federal income tax purposes under Section 103 of the Code, and Buyer shall not change its use or sell the equipment identified on the Product Schedule during the term of this Agreement, except in accordance with the terms of this Agreement. Buyer agrees to cooperate with Lender to execute, upon Lender's request, a tax certificate relating to this Agreement that is acceptable to Lender and Buyer in form and content, if such a certificate is provided to the Buyer by the Lender.

21. PREPAYMENT. Provided Buyer is not in default, Buyer will have the option and right, upon providing Lender with thirty (30) days prior written notice, to prepay its obligation under this Agreement without any prepayment penalty. Upon Buyer's exercise of its right of prepayment or satisfaction of its monetary obligations hereunder, Lender will release any security interest in the System.

22. WAIVER AND SURVIVAL OF RIGHTS. No failure or delay by Lender or Buyer in exercising any right, power or remedy under this Agreement shall constitute a waiver, and any waiver by Lender or Buyer on any one occasion or for any one purpose shall not be construed a waiver on any future occasion or for any other purpose.

23. TAXES. Buyer shall timely pay all taxes assessed against the Buyer that arise out of or are due to Buyer's ownership and title to the System so long as the Buyer is in possession of the System and retains title to it. Buyer agrees to file any required personal property tax returns and, if Lender asks, Buyer will provide Lender with proof of payment. The foregoing shall not include any federal, state or local income or franchise taxes of Lender or any other taxes assessed against the Lender.

24. ASSIGNMENT. Buyer will not attach any of the Equipment to any real estate except to the extent that such attachment is necessary for the normal use of Equipment. Buyer warrants that it holds title to the real property upon which System will be installed, except with respect to any moveable parts of the Equipment such as laptop computers. Lender may, without notifying Buyer, sell, assign, or transfer Lender's rights, but none of its obligations, under this Agreement and its interests in System. Buyer agrees that if Lender does so, Lender's assignee (and any subsequent assignees) will have the same rights and benefits that Lender now has, but will not have to perform any of Lender's obligations. Buyer agrees that the rights of Lender's assignees will not be subject to any claims, defenses, or set-offs that Buyer may have against Lender, System, or the manufacturer or licensor of the Other Equipment or Software. However, any such assignment will not relieve Lender of any obligations Lender may have to Buyer. If Buyer is given notice of any assignment by Lender, Buyer agrees, if so directed by Lender in writing, to pay Lender's assignee all Installment Payments due under this Agreement. Lender will maintain a record of all assignments in a form sufficient to comply with the book entry requirements of Section 149(a) of the Internal Revenue Code and the regulations prescribed thereunder from time to time. Buyer consents to Lender maintaining such registration record as record owner of the Agreement.

25. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the law of the State of North Carolina. The Lender and Buyer agree that North Carolina shall be the venue for any litigation arising out of this Agreement.

26. NON-APPROPRIATION OF FUNDS. Buyer intends to remit all Installment Payments and other payments to Lender for the full term of this Agreement if funds are legally available. The person in charge of preparing Buyer's budget will include in each of Buyer's fiscal budgets a request for the Installment Payments to become due in such fiscal period. Lender acknowledges that appropriation of moneys for Installment Payments is a governmental function which Buyer cannot contractually commit itself in advance to perform and this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on Buyer's tax or general revenues. In the event Buyer is not granted an appropriation of funds at any time during the term for System and operating funds are not otherwise available to Buyer to pay the Installment Payments and other payments due and to become due under this Agreement, and there are no other available funds by or with which payment can be made to Lender, and the non-appropriation did not result from an act or omission by Buyer, Buyer shall have the right to return System under the Agreement in accordance with Paragraph 27 below and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Buyer, except as to the portion of Installment Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Buyer's fiscal year, Buyer's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Buyer, and (c) Buyer has exhausted all funds legally available for the payment of Installment Payments.

27. RETURN OF SYSTEM. If (a) Buyer defaults or (b) a non-appropriation of funds occurs in accordance with Paragraph 26 above, at Buyer's sole cost Buyer will immediately return the System (including all copies of the Software free of any proprietary data), manuals, and accessories to any location in the continental United States and aboard any carrier Lender may reasonably designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Paragraph 10, and in "Average Saleable Condition."

"Average Saleable Condition" means System is immediately available for use by a third party buyer, user or lessee, other than Buyer, without the need for any repair or refurbishment. All Equipment must be free of markings other than those placed at Lender's request. Buyer will pay Lender for any missing or defective parts or accessories, except to the extent those parts or accessories may be missing or defective because of Lender's intentional or negligent acts or omissions. Buyer will continue to pay Installment Payments until System is accepted by Lender. Lender's acceptance of System shall occur fifteen (15) days after delivery unless Lender rejects the System for good cause within such fifteen (15) day period.

28. EXHIBITS TO AGREEMENT. The following Exhibits are attached to this Agreement:

- (1) Exhibit A-Product Schedule No. 1027445 and Amortization Schedule
- (2) Exhibit B-Delivery and Acceptance Certificate
- (3) Exhibit C-Incumbency Certificate
- (4) Exhibit D-Form 8038-G

29. MISCELLANEOUS.

- a) Severability. If any portion of this Agreement is determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.
- b) Notices. All notices to be given hereunder shall be in writing and shall become effective when delivered and received by the intended recipient, or if mailed, when received via certified mail, addressed to such other party at the address set forth herein or at such other address as such party shall from time to time designate in writing:

If correspondence to the Lender:

Lenovo Financial Services
10201 Centurion Parkway N.
Jacksonville, FL 32256
Attn: Legal Department

If payment of Installment Payments:

Lenovo Financial Services
25578 Network Place
Chicago, IL 60673-1255

If to the Buyer:

Dr. Eric J. Becoats
Superintendent
Durham Public Schools
511 Cleveland Street
P.O Box 30002
Durham, NC 27702

- c) Headings. Headings of this Agreement are for convenience only.
- d) Entire Agreement. This Agreement constitutes the complete agreement of the parties and supersedes all prior oral or written understandings.
- e) Amendment. No terms or provision hereof may be amended, waived, discharged, or terminated except by a written instrument signed by the parties hereto.

30. Condition Precedent. The parties agree that this Agreement shall be effective and binding only on the condition that the Durham County Board of Commissioners approves this Agreement in order to comply with the requirements of N.C. Gen. Stat. § 115C-441(c1). In the event the Durham County Board of Commissioners does not approve this Agreement, the parties agree that this Agreement shall be null and void and not binding on any person or entity, and all parties shall retain any claims and defenses that would otherwise be available to them.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

LENOVO FINANCIAL SERVICES, as Lender

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Secretary/Assistant Secretary
[Corporate Seal]

DURHAM PUBLIC SCHOOLS BOARD OF EDUCATION, as Buyer

By: _____

Name: Minnie Forte-Brown

Title: Board Chair

Date: _____

ATTEST:

Dr. Eric J. Becoats, Superintendent

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

(date)

Carolyn L. Olivarez, Chief Financial Officer

Exhibit A - Product Schedule No. 1027445

Usage	Model	Quantity	Total Cost
Faculty Computers	ThinkPad T420	47	\$ 61,758.00
Student Laptops	ThinkPad X120e	510	\$ 461,040.00
Laptop Carts	Datamation DS-NSC-30	17	\$ 25,925.00
Docking Stations	Lenovo 433810U	4	\$ 420.00
Faculty Laptop Cases	No model	47	\$ 1,410.00
Media Ctr/Lab Computers	ThinkCentre M91p SFF	75	\$ 56,925.00
Total			\$ 607,478.00
Shipping			\$ 340.00
Subtotal			\$ 607,818.00
Tax			\$ 41,027.72
			\$ 648,845.72

Payment Frequency:	Monthly
Payment Term:	36 months
Anticipated First Payment Date:	February 10, 2012
Payment Amount*:	\$ 19,012.53
*see attached amortization schedule	
Equipment Location:	511 Cleveland Street
	Durham, NC 27702

DELIVERY & ACCEPTANCE CERTIFICATE

By signing this Certificate, you, the Buyer identified below, agree:

- A) That all products described in the Installment Purchase Agreement or the Product Schedule to Installment Purchase Agreement identified below ("Products") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Installment Purchase Agreement or Product Schedule to Installment Purchase Agreement; and
- B) That we, CIT Finance, LLC d/b/a **Lenovo Financial Services**, are authorized to purchase the Products and start billing you under the Installment Purchase Agreement or Product Schedule to Installment Purchase Agreement.

Product Schedule No. 1027445

Buyer: Durham Public Schools Board of Education

Authorized Signature

X

Title

Date

INCUMBENCY CERTIFICATE

Installment Purchase Agreement (“Agreement”) between Durham Public Schools Board of Education (“Buyer”) and CIT Finance, LLC dba Lenovo Financial Services (“Lender”) signed by Buyer on _____, 20____

I, Dr. Eric J. Becoats, do hereby certify that I am the duly elected or appointed and acting Superintendent of Durham Public Schools, a political subdivision or agency duly organized and existing under the laws of the State of North Carolina, that I have custody of the records of such entity (and for six (6) months prior thereto), and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into the Agreement identified above by and between such entity and Lender.

Name	Title	Signature
Minnie Forte-Brown	Board Chair	_____

Signed and sealed by the undersigned on _____, 20_____.

Dr. Eric J. Becoats, Superintendent

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶	18	
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>
If obligations are BANs, check only box 19b		<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

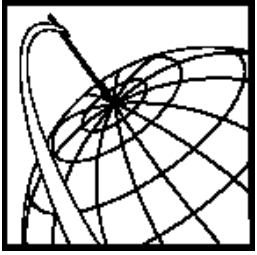
Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

Part VI Miscellaneous

<p>35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</p> <p>36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)</p> <p style="padding-left: 20px;">b Enter the final maturity date of the GIC ▶ _____</p> <p style="padding-left: 20px;">c Enter the name of the GIC provider ▶ _____</p> <p>37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</p> <p>38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:</p> <p style="padding-left: 20px;">b Enter the date of the master pool obligation ▶ _____</p> <p style="padding-left: 20px;">c Enter the EIN of the issuer of the master pool obligation ▶ _____</p> <p style="padding-left: 20px;">d Enter the name of the issuer of the master pool obligation ▶ _____</p> <p>39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/></p> <p>40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/></p> <p>41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:</p> <p style="padding-left: 20px;">b Name of hedge provider ▶ _____</p> <p style="padding-left: 20px;">c Type of hedge ▶ _____</p> <p style="padding-left: 20px;">d Term of hedge ▶ _____</p> <p>42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/></p> <p>43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/></p> <p>44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/></p> <p>45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____</p> <p style="padding-left: 20px;">b Enter the date the official intent was adopted ▶ _____</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">35</td> <td style="width: 50px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">36a</td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="text-align: center;">37</td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	35			36a			37		
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Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative	Date	Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			



Date: December 6, 2011

Durham Public Schools
ADMINISTRATIVE SERVICES COMMITTEE
OF THE BOARD OF EDUCATION
PRECIS

Subject: Policy 3010 – *Meet the Challenge (MANAGE, ENPOWER, ENERGIZE, TRANSFORM) – An Executive Summary Review*

Staff Liaison Present: Dr. Eric Becoats
Sophia Caudle

Phone: 560-3749

Main Points:

- At the August 16, 2011 Board Retreat, a “parking lot” list of topics was developed for future discussion.
- On October 20, 2011, the first “parking lot” topic, *Theory of Action*, was discussed. Upon discussion, the board agreed that an executive summary be developed for Board Policy 3010 – Meet the Challenge (MANAGE, ENPOWER, ENERGIZE, TRANSFORM).

Administration submits this Executive Summary for discussion.

Fiscal/Goal Implications:

None

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

***MEET THE CHALLENGE
(MANAGE, ENPOWER, ENERGIZE, TRANSFORM)***

Executive Summary

Purpose

The purpose of the Durham Public Schools Theory of Action framework is to provide an effective, long-term management framework for improving student achievement. The Theory of Action is aligned with Durham Public School's Vision, Mission, Core Beliefs and Commitments to drive the Board's policies, budgets, and administrative strategies forward for academic excellence for all students in DPS. The four main components of the Durham Public School's Theory of Action are (1) Instructional Management and Support, (2) District and Board Responsibility and Accountability, (3) Empowerment of Principals and Teachers, and (4) Energizing the Community and Mobilizing Resources.

Instructional Management and Support

Instructional Management and Support refers to the instructional management style that is the foundation of Durham Public School's Theory of Action. Instructional Management and Support provides each school with effective, centralized instructional management and a clear direction of the core curriculum, so every student in Durham Public Schools is equally provided the highest quality of instruction. At the same time, individual schools will be empowered to effectively manage and teach in innovative ways with professional autonomy. As individual schools demonstrate measured success in student achievement, those schools will be given further decision-making autonomy and encouraged to take ownership over the continuous improvement of their students while still meeting rigorous student achievement standards. Conversely, individual schools that are experiencing difficulties improving student achievement and meeting accountability standards will be more closely monitored and given additional support and assistance in the areas of concern.

District and Board Responsibility and Accountability

The Durham Public School's Board of Education and Superintendent are responsible for establishing Board policies or management directives that will:

- Establish and effectively communicate instructional and management policies regarding student achievement expectations.
- Provide accountability standards according to both state and district guidelines.
- Report all schools' accountability results according to both state and district standards.
- Serve all schools in the common goal of meeting standards and exceeding expectations.
- Encourage highly effective and autonomous schools that take ownership over the success of all students in their school.
- Effectively communicate all of the above to the Durham community.

Empowerment of Principals and Teachers

• Principals

- Will be held accountable by Superintendent to ensure their schools are teaching the required curriculum to all students using research-based, best teaching strategies, and effective classroom management techniques.
- Will be held accountable by the Superintendent to ensure an accelerated curriculum is available to all applicable students. Additionally, effective support will be provided to all students who are in need of academic, behavioral, or social assistance.
- Will have the authority to hold others accountable as principals are ultimately responsible for all that occurs in their own school.
- Will be given freedom to hire and fire staff, manage budgets, allocate staff, create productive schedules for students and staff, plan extracurricular activities for students, and effectively communicate with all staff and members of the school community including students and families/guardians.

• Teachers

- Will be supported by their principal to provide the highest level of instruction available to all students.
- Will be held accountable by principals to provide effective and innovative instruction, as well as, assist struggling students in a timely and productive manner.
- Will be provided the core curriculum by the state and district; however teachers will have considerable freedom to determine their own classroom pedagogy.
- Will be required to participate in Professional Learning Communities (PLC's).
- Will be provided with the opportunity to participate in professional development initiatives.
- Will be encouraged to pursue advanced degrees in education such as Masters, Doctorates, National Board Certification, and other specialized certifications.

• Energizing the Community and Mobilizing Resources

- The Board and superintendent will build civic capacity to mobilize community resources in support of our children.
- The efforts will be funded through existing taxpayer funding, institutional support, and in partnership with existing community efforts.

POLICY 3010

MEET THE CHALLENGE (MANAGE, EMPOWER, ENERGIZE, TRANSFORM)

Durham Public Schools Board of Education Theory of Action

The purpose of this policy is to codify the Durham Public Schools Board of Education’s Theory of Action as a long-term framework for improving student achievement. The Board’s Theory of Action should align with its Vision, Mission, Core Beliefs and Commitments to drive Board and Administration planning, goals, policies, budgets, and actions.

The Board is responsible for adopting policies to align all district systems around its Theory of Action. The Superintendent is responsible for maintaining and improving systemic capacity to achieve the stated goals.

The Board of Education of Durham Public Schools, determined to create a school system to serve the needs of every child, does hereby set forth our theory of action for rapid transformation. This theory of action is based on the beliefs and commitments that we have adopted and presented to our community. We believe that change—significant reform—is needed in DPS to keep these key commitments: Every child will be challenged to achieve at his or her highest capacity; and we will diminish achievement gaps based on race, ethnicity and socio-economic status until they are extinguished. We cannot rest until these commitments are realities. This theory of action is the board’s roadmap for change, and it will guide our work and the work of the school system in the years to come.

Our theory of action is called “MEET the Challenge,” and it embodies five key assumptions about our dynamic community and the families that are moving here, the characteristics of our urban school system, the educational rights of students, the place of public schools within our community, and the nature of work and human motivation. These assumptions are:

Our schools are fortunate to operate in a dynamic, diverse community characterized by prosperous businesses, major universities, an expanding tax base and broad support for public education. Durham is a fast-growing community in a fast-growing region—and yet many of the families moving to this area have not chosen to move to Durham or to send their children to Durham Public Schools. This is especially true of middle-class families who have many choices of where to live and where to send their children to school. We view this as a critical missed opportunity and a call to action.

Our theory of action will ensure that our schools are attractive to the new, young families moving to this region. These families want a strong basic education and much more: They want a rich, innovative curriculum and advanced academic offerings that will prepare their children for a college education, a great job and a fulfilling intellectual life. Our theory of action must account for these families because their active involvement in Durham Public Schools is critical to the success of our schools and our community. We need to take advantage of Durham’s many assets to help us succeed in this work.

Our schools operate in an urban environment characterized by high poverty rates and high student mobility, and our theory of action must account for this reality.

Durham, like all urban communities, has thousands of students living in poverty and an extremely high rate of student mobility. Often students from poor households are concentrated in the same neighborhoods and the same schools. In addition, it is not uncommon for a classroom in some DPS schools to take in five or even 10 new students over the course of a year and to lose that many as well. Wherever students move in Durham, we serve them in their new neighborhood schools. Our theory of action must ensure that all students—regardless of their socio-economic status, their neighborhood, or their mobility within the county—receive the same high level of instruction in each of our schools. We need to ensure that there is consistency of instruction across our district so that every child receives the same educational opportunity and so that a third-grader moving from one school to another mid-year will not find herself behind in her work.

It is a right of every child in DPS to receive an education that will enable him to achieve the minimum goals established by the state of North Carolina—and it is the right of every child to be offered an enriched education that goes far beyond these minimum goals as well.

While there are many troubling aspects about the culture of testing fostered by federal and state law, we fully believe that all of Durham's children can and should achieve success on the state competency tests. The requirements of these tests are basic educational competencies, and it is a critical, non-negotiable task of DPS to teach our students to achieve these basic competency levels. In fact, we believe each child has a right to be taught to this level of success. At the same time, we believe it is the right of every child in our system to receive an enriched curriculum as well. We do not believe that some students should be drilled repetitively in the basic skills while other students receive this basic education and much more. The right to an equal education in DPS means that every school will have an enriched curriculum. These curricula will differ across schools: One school may offer a Montessori program; another a string orchestral program; a third a dual-immersion language program. But access to advanced academics and a broad elective offerings will be present everywhere.

Durham Public Schools has the key role to play in the education of our students and the achievement of our educational goals. Working alone, we can go a long way towards educating every student to his full potential and we can significantly diminish the achievement gaps. However, for every child to succeed and to fully extinguish the achievement gap will take a full community effort that must include individuals and institutions beyond the schools.

DPS is ready to receive every child who walks through our schoolhouse doors regardless of socio-economic status, previous preparation for school, English language proficiency, health status or level of family support. That is our job, and we do not shirk from it. Our schools are filled with teachers who are prepared day-in and day-out to work with every student regardless of her level and variety of needs. We know, however, that many of our students face challenges outside of school which make it very difficult for them to achieve regardless of the commitment

and abilities of even the best teachers. Students who come to school hungry, who have slept in cold, crowded rooms, who have problems with their physical or mental health, who move constantly from one house and one school to another, who have little or no parental support at home—these students need the resources of our entire community to prosper in school. They may need the support of social service agencies, of mental health agencies, of tutoring programs in churches and community centers, of volunteer mentors, of guardians ad litem, of the foster care system, of recreation agencies, and more. To truly extinguish the achievement gaps, the mobilization of our entire community behind our children will be necessary.

The people on the front line in DPS are our teachers. Their role is the crucial role. While we believe we need consistency and equality of curriculum across all of our schools, we also believe that our teachers need to be empowered in order to do their best teaching.

DPS is fortunate to have many excellent teachers. In order to keep our veteran teachers and to attract capable new teachers, we believe it is essential for all of our teachers to feel like they are respected and empowered as professionals, that their views are heard and valued, that within the basic requirements of DPS they are able to exert their own independent, creative abilities to the fullest in their classrooms. There is certainly an important level of extrinsic motivation in all of our work within DPS: Teachers are working, like all employees everywhere, for a paycheck, and they are working to meet outside requirements like the state testing goals as well. But we believe wholeheartedly that most of our teachers are driven by an intrinsic motivation to succeed in educating their students, to be the best teachers they can possibly be. It is a cliché—but a truth nonetheless—to say that teachers don't teach for the money. The financial rewards of teaching are not great. The intrinsic awards, though, can be enormous, and DPS needs to make sure its teachers are empowered to realize those rewards. An important part of this motivation can involve the support of teachers in going beyond teaching the basic skills required by state testing or the standard course of study. Just as students deserve to receive much more than an education in the basic skills, teachers deserve a chance to teach an enriched curriculum.

The Elements of “MEET the Challenge”

Our theory of action, “MANAGE, EMPOWER, ENERGIZE, and TRANSFORM,” consists of these key elements arising out of our core beliefs and commitments and, subsequently, the assumptions elaborated above. The elements are:

Managing Instruction:

Managing instruction means that the district central office manages the core educational functions of the system in a way that guarantees equality and consistency at every school. There are some important functions that the district must implement, monitor and evaluate in order to ensure that every school is providing the necessary basic education and the necessary enriched curriculum opportunities to every child. No school can be allowed to make an individual decision that will deny any child the right to acquire the basic skills required on state tests or the right to access an enriched curriculum.

Standards: Managing instruction means that the board and central administration will set standards that each school must meet. These will be academic performance standards, standards for enriched curricular offerings, graduation and promotion standards, and—in the words of the Center for Reform of School Systems, “business process standards, safety standards, student conduct standards, ethical standards, parent and community satisfaction standards” and more. It is the job of the board and central administration to set standards for the district in all important areas. The state of North Carolina has set some basic standards for educational attainment at various grade levels. While these standards are an important minimum requirement, there are many areas in which we believe DPS should be setting much higher—and much broader—standards for our students.

Instructional and curriculum management: It is the role of the board and central administration to ensure that each school fully implements sufficient curricular offerings founded on the North Carolina Standard Course of Study and designed to promote optimal student achievement and growth for all the students we serve. It is also their job to ensure that the curriculum is aligned to the board’s academic standards. The board and central administration are responsible for professional development of teachers and principals that supports this curriculum, for a comprehensive system of benchmark assessments to evaluate the success of each student in learning the required curriculum, and for an aggressive feedback system that assists principals and teachers to use the benchmark information to improve the performance of each student throughout the year. The central administration is responsible for implementing a thorough, powerful, timely system of data management so that this feedback is available in useful form to every principal and teacher. Further, the administration is responsible for the development and implementation of pacing guides in a format useful to teachers.

In addition to the management of the basic curriculum to meet the standard course of study, the central administration is responsible for ensuring that each school’s curriculum includes significant opportunities for enrichment far beyond the basic skills for every child. This is a critical aspect of managing instruction. The data feedback system developed by the central administration must include standards and measurements regarding implementation of the enriched curriculum as well as the basic skills.

Accountability: Our theory of action requires that people in the system be held accountable for meeting the standards set by the state and by our district. This accountability includes the Board of Education itself, the superintendent, and every administrator and teacher in the system. Once we have set our standards, it is the job of each of us to ensure that they are met. We ask the public to hold us, the Board of Education, accountable for reaching the district’s standards. We will hold the superintendent accountable for these same standards; and the superintendent will hold every teacher and administrator accountable. As individual schools achieve success in meeting standards, one important consequence will be that these schools will receive more freedom to make decisions at the school level regarding delivery of instruction. Schools that are not meeting achievement standards will be monitored and managed more tightly by the central administration.

Empowering of Principals and Teachers

While district standards, a managed curriculum, pacing guides, benchmarking, systematic data feedback and accountability are crucial to the success of an urban district like ours, we know they are not enough. While our teachers understand the need for equality and consistency of instruction across all of our schools, they want more. Just like every working person, they want opportunities in their jobs for creativity, flexibility, individual inspiration and initiative. In fact, it is the best teachers—the ones with the desire to excel, to inspire and challenge their students—who tend to want this freedom and flexibility the most. We must help them achieve it, or we must lose them.

This is also true of principals. They, too, want to be empowered to take important initiatives to lead the improvement of their schools.

In short, teachers and principals want to be treated like professionals—not like cogs in an instruction machine. Our theory of action includes the empowerment of these professionals. One key: While the curriculum will be managed, teachers will have considerable freedom to determine their own classroom pedagogy. Teachers have their own styles, their own strengths, and individual classes of students have their own needs and personalities. As long as teachers are successful in getting their students to reach district standards of excellence, they will have plenty of room for the pedagogy that suits them and their classes. If a teacher is not succeeding, the principal may feel the need to intervene in classroom pedagogy. But our theory of action rests on the belief that empowered teachers are the best teachers, and empowerment starts with pedagogy.

There are other ways to increase the empowerment of teachers as well. These include especially the creation of Professional Learning Communities (PLCs) of teachers so that they can work together to exchange teaching ideas, coach and mentor new teachers, and develop common lesson plans and common assessments. Teachers often work in isolation, and it is critical that they have the same opportunities as other professionals to work in a creative team environment.

We can also empower teachers by providing them with accessible, excellent professional development opportunities. We can support their work towards pinnacles of teaching excellence like National Board Certification. We can offer them opportunities for advanced graduate study, for AIG certification, AVID certification, IB certification, ESL certification and more. We can continue to partner with our local universities to offer high level professional development that is affordable to teachers as well.

In addition, empowerment of teachers to teach depends on strong administrative support for a safe and orderly teaching and learning environment in the school. Training of teachers for classroom management, effective mentoring of new teachers, and the creation of a culture of respect and order within the school is essential if teachers are to be empowered to do their best work. This culture of respect also means that teachers should have a voice in the critical decisions affecting their schools. While final decision-making authority rests with principals, empowering teachers means giving them the opportunity to participate with their principal in important school decisions.

Just as the best teachers are empowered, the same is true of principals. We are all familiar with the energetic, creative, driven principals who lead their schools to success. In fact, we believe this is a primary indicator of school success. As long as a school is meeting high district standards, the principal of that school should be given considerable freedom to manage most of the work of that school. She should have the lead role in hiring staff, managing the school budget, deciding on staff allocations, scheduling, and planning extra-curricular activities. All schools and all teachers, however, must reach high district standards, or an administrative intervention will be necessary. And even the most empowered principals must be sure that their schools are effectively teaching the required basic curriculum and the mandated enriched curriculum.

Energizing the Community and Mobilizing Resources

As stated in our key assumptions above, DPS can go a long way towards helping all kids achieve and diminishing the achievement gaps just through the dedicated work of our teachers and staff. However, to give our children their maximum opportunities and to truly extinguish the achievement gaps, we will need the support of many individuals and the key institutions in our community.

Our theory of action for includes the mobilization of community resources in support of our children. This is often called building civic capacity, and it is a key element in the future success of our school system and our students. Some of these resources would be taxpayer funding for programs in our schools—like smaller class sizes, up-to-date technology for our students and teachers, support for our program of teacher mentoring, a longer school day, and more. Some of these resources would be provided for our students by institutions other than our schools—sometimes in cooperation with DPS and sometimes independently.

One of the most important contributions a mobilized community could make to the success of our students would be the development of a comprehensive system of early childhood education. By the time our students arrive at our schoolhouse door for kindergarten, we see vast differences in their readiness to learn. Some students have large vocabularies, for example, while some have few words at their command. If we are going to extinguish the achievement gap, we've got to start before our children ever walk into a kindergarten class.

Other critical community resources would include after-school programs and tutoring in community centers and churches, health care including mental health care, school-based health clinics, individual mentoring, and providing food to our hungry children and housing to our homeless children. A hungry, homeless child is likely to have a very difficult time achieving in school despite the best efforts of teachers. If we are serious about extinguishing the achievement gap—if we really mean it—we must work to mobilize the resources of our entire community behind our students' need.

This work is the responsibility of our Board of Education and our superintendent. We must mobilize the business community, the great universities located in Durham, the churches,

the civic clubs, the agencies of city and county government, the groups that comprise our county's System of Care, the taxpayers and individual volunteers to ensure our success.

Transforming the District

DPS already has in place many of the individual elements of MEET the Challenge. We have some of the key elements of managing instruction in place such as academic standards, benchmark testing, data feedback and pacing guides. We have some of the key elements of empowerment in place such as considerable freedom for teachers to choose their own pedagogy, and we are now initiating district-wide Professional Learning Communities. We have some of the key elements of resource mobilization in place such as the support of many churches, the universities, new business partners and many government agencies.

Still, these elements have not cohered into an effective whole. Our aim is to focus the work of our board and administration on these key aspects of our work through the articulation of this theory of action for change. Once we have focused on them, we need to implement them with great faithfulness across every school in the district. We must bend every effort towards the work of implementation—whether it be powerfully effective use of benchmark data or powerfully effective work by the Professional Learning Communities of teachers or powerfully effective marshalling of the System of Care to support our neediest students.

We have core beliefs and commitments we must live by—and live up to. We have a theory of action for change that reflects what we know about our community, what we believe about the rights of our students, and what we believe about the motivation of human beings to do their best work. We charge our superintendent and his administration to bring us policy recommendations, budgets and programs to support the reform envisioned in this theory of action for change. We charge our superintendent, as well, with the consistent, faithful, universal and effective implementation of this work across every school in Durham Public Schools.

The Board will review and readopt its Theory of Action at least every three years, with the first review in August 2011.

Legal Reference(s)

Adopted: October 23, 2008