

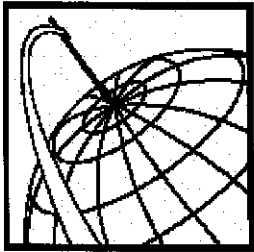
AGENDA

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

1. Call to Order
2. Moment of Silence
3. Agenda Review and Approval
4. Public Comment
5. Support Services Committee Minutes
 - August 9, 2011
6. Reports
 - a) East Durham Children's Initiative Summer Camp Agreement
 - b) Gateway to College 2011-2012 Memorandum of Understanding
7. Information Items
 - a) Contract for Professional Services between Durham Public Schools and the Durham County Department of Social Services for six Child and Family Support Team (CFST) Social Workers
 - b) Contract for Professional Services between Durham Public Schools and the Durham County Department of Social Services for twelve Home/School Coordinators
8. 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: September 6, 2011

**Durham Public Schools
Support Services Committee
PRECIS**

Subject: Support Services Committee

Staff Liaison Present: Eunice Sanders

Phone #: 560-2063

Main Points:

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

- August 9, 2011

Fiscal/Goal Implications:

- None

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

MINUTES
Support Services Committee
of the
Durham Public Schools Board of Education
August 9, 2011

The Support Services Committee met on Tuesday, August 9, 2011 in the Fuller Administration Building, 511 Cleveland Street, Durham, North Carolina.

Committee members present: Omega Parker, Chair; Nancy Cox, Natalie Beyer, Leigh Bordley, Heidi Carter, Minnie Forte-Brown and Pastor Fredrick Davis.

Staff members present: Eunice Sanders, Assistant Superintendent for Student Support Services; Michelle Smith, Director of Student Support; Jim Key, Area Superintendent for High Schools; Kishia Carrington, Intervention Specialist; Dr. Lewis Ferebee, Chief of Staff; and Dr. Eric Becoats, Superintendent.

Attorney Ann Majestic was also in attendance.

Ms. Omega Parker called the meeting to order. A moment of silence was observed. The committee reviewed the agenda. Ms. Parker noted that Dr. Becoats would like to be added to the agenda to share information with the Board members. The committee approved of this addition to the agenda.

Public Comment

There was no public comment.

The minutes from June 15, 2011 and July 6, 2011 were reviewed and approved by the committee.

Ms. Parker called on Ms. Eunice Sanders to present the first item of business.

Ms. Sanders stated that Policy 4326-Use of Seclusion and Restraint was being brought back to the committee for a second reading. She introduced Attorney Ann Majestic to lead the discussion and to answer questions regarding the policy.

Revised Policy 4326-Use of Seclusion and Restraint-2nd Reading

Attorney Ann Majestic shared that revisions to the restraint policy requires restraint training for the appropriate personnel and to caution staff about the use of prone restraints. She shared that staff will be taught other methods of restraints.

After detailed discussion, Attorney Ann Majestic recommended the following wording to the restraint policy:

While the use of prone (facedown) restraint may be required in exceptional cases to protect a student or others, the use of prone restraint is strongly discouraged. Appropriate personnel, as identified by the Superintendent/designee, shall be provided restraint training that explains the risks involved in using prone restraints, strongly discourages its use and provides instruction in alternative methods of restraint.

Ms. Carter moved to send Policy 4326 to the board agenda for second reading. The motion was approved by Ms. Bordley.

Ms. Parker called on Ms. Sanders to introduce the next topic of discussion.

Ms. Sanders shared that Proposed Policy 3250-Pregnant and Parenting Students is a policy which supports the rights of pregnant and parenting students. She stated that Durham Public Schools is required to establish a district policy. Ms. Sanders called on Ms. Smith to lead the discussion.

Proposed Policy 3250-Pregnant and Parenting Students-First Reading

Ms. Smith shared that one of the Board attorneys assisted in drafting this policy based on the state law. She indicated that the state law requires opportunities for pregnant and parenting students to have excused absences from school and opportunities to make-up missed assignments.

The committee had discussion. Ms. Bordley moved to send Proposed Policy 3250 on the board agenda for first reading. The motion was seconded by Ms. Forte-Brown.

Ms. Parker called on the introduction for the next item of business.

General Diploma Requirements

Mr. Key stated that minor revisions are necessary for the general diploma requirements. He shared that these efforts are to achieve a reduction in the number of students who drop out of school. Mr. Key, along with Ms. Carrington shared the following revisions with the committee:

- Elective Concentration vs. Elective Pathway for students who fall under the old Course of Study (Academic Requirements)
- Students must be behind cohort by one year or more vs. students must be at least 17 years of age for referral (Procedures)

Mr. Key and Ms. Carrington also shared data on the impact that the 21 Credit Program had on students graduating during the 2010-2011 school year.

Ms. Parker thanked Mr. Key and Ms. Carrington for providing this information.

Announcement from Dr. Becoats

Dr. Becoats advised the Board of an upcoming Student Assignment Work Session on guided principles. The meeting will follow the Administrative Services Committee meeting August 11, 2011.

Summary

1. Revised Policy 4326-Use of Seclusion and Restraint-(to full Board for second reading)
2. Proposed Policy-3250-Pregnant and Parenting Students-(to full Board for first reading, request to waive second reading)

Ms. Parker adjourned the meeting.

DRAFT

EDCI SUMMER CAMP AGREEMENT

THIS Agreement is hereby made between the EAST DURHAM CHILDREN'S INITIATIVE ("EDCI") at Child and Parent Support Services, Inc ("CAPSS") and Durham Public Schools Board of Education ("DPS") (collectively referred to as the "parties").

WITNESSETH

WHEREAS, DPS is authorized to enter into agreements to do any and all things necessary or convenient to aid and cooperate in the cultivation of citizenship by providing quality programs;

WHEREAS, community use of school property and facilities is encouraged by the Community Schools Act North Carolina General Statute (N.C.G.S.) 115C-203 et seq.;

WHEREAS, DPS, EDCI, and CAPSS desire to provide support for at-risk children in Durham, North Carolina; and

WHEREAS, EDCI, CAPSS, and DPS desire to operate a summer camp for up to 60 at-risk elementary school students at YE Smith Elementary School from June 20, 2011 through August 5, 2011.

NOW, THEREFORE, for and in consideration of their mutual promises to each other, as herein set forth, the legal sufficiency and receipt of which is hereby acknowledged, EDCI, CAPSS, and DPS do mutually agree as follows:

Obligations of DPS: DPS shall administer the EDCI Summer Camp and related activities at YE Smith Elementary School to 60 elementary school students, as selected by DPS.

Obligations of EDCI and CAPSS: EDCI and CAPSS shall compensate DPS \$30,000 in exchange for its operation of the EDCI Summer Camp at YE Smith Elementary School. The Project Director/Supervisor is responsible for monitoring the DPS's hours and billings so as not to exceed grant's limits. David Reese is designated as the Project Director/Supervisor for this Agreement. The Project Director/Supervisor is responsible for monitoring the DPS's performance, administration of the agreed services, and for providing evaluation of DPS.

Control of school premises. The public schools and school-sponsored events of Durham County shall remain at all times under the authority of DPS, the Superintendent, and the individual school principals.

Contractual Status. DPS shall be an independent contractor, and the employees of DPS shall not become employees of EDCI or CAPSS. No partnership is intended to be entered into by this Agreement. This Agreement does not create a joint venture or business partnership under North Carolina law. In no event shall either party be responsible or liable to the other party for any action or inaction of its respective officials, agents, administrators, employees, volunteers and students.

Term. The Agreement shall be effective for the time period between June 20, 2011 and August 5, 2011, unless terminated earlier as provided herein.

Termination. This Agreement may be terminated by either party hereto by giving seven (7) days written notice to the other parties. In the event of early termination, DPS shall be compensated pro rata for all work performed through the date of termination.

Place of Performance. These services will be performed at the YE Smith Elementary School.

Audit of Project Records. The DPS's project records may be audited by the EDCI or CAPSS or other duly authorized agents of either entity.

Taxes. DPS shall be considered to be an independent contractor and as such shall be responsible for all taxes. DPS agrees to provide EDCI and CAPSS with DPS's correct taxpayer identification number upon the execution of this Agreement.

Situs. This contract shall be governed by the laws of North Carolina.

Antitrust Laws. This contract is entered into in compliance with all State and Federal antitrust laws.

Compliance with Law. The DPS shall remain an independent contractor and as such shall be wholly responsible for the work to be performed under the supervision of his/her employer. The DPS shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of the DPS's business and work performance under this Agreement, including those of Federal, State and local agencies having appropriate jurisdiction.

Assignment. This Agreement or any interest herein shall not be assigned or transferred by DPS without the written approval of the EDCI and CAPSS.

Advertisement. This Agreement shall not be used for any advertising by DPS without prior written approval of the EDCI and CAPSS.

Entire Agreement. This Agreement, including any exhibits and amendments annexed hereto and any documents incorporated specifically by reference, represents the entire Agreement between the parties and supersedes all prior oral and written statements or Agreements. This Agreement may be amended only by written amendments duly executed by EDCI, CAPSS, and DPS.

IN WITNESS WHEREOF, the AGENCY and the CONTRACTOR have each executed the Agreement, this the day of July, 2011.

David Reese
EDCI

Date

Dr. Robert A Murphy
CAPSS/CCFH

Date

Minnie Forte-Brown
Durham Public Schools Board of Education

Date

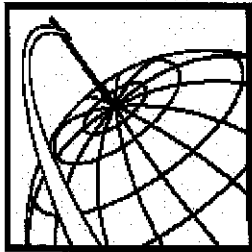
56-6001021
DPS Federal Tax Identification Number

"This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act."

Carlynn Olivarez
DURHAM PUBLIC SCHOOLS FINANCE OFFICER

8/25/11
Date

"The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with the General Statute 147-64.7 and Session Law 2010-194, Section 21."



Date: September 6, 2011

**Durham Public Schools
Support Services Committee
PRECIS**

Subject: Gateway to College 2011-2012 Memorandum of Understanding

Staff Liaison Present: Jim Key
Kishia Carrington

Phone #: 560 - 2597
560 - 2895

Main Points:

- Staff will advise the Board on revisions to the Gateway to College Memorandum of Understanding that addresses increased funding for the program based on changes in enrollment.
- Dr. Bill Ingram, president of Durham Technical Community College, will present data on 2010-2011 Gateway to College participation.

Fiscal/Goal Implications:

- These efforts are designed to enhanced dropout recovery programing for previous Durham Public Schools students who dropped out of school and afford them increased opportunities to earn a high school diploma along with credits towards an Associate's Degree from Durham Technical Community College.

Recommendation:

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

Review

CO Finance

CW Attorney

**GATEWAY TO COLLEGE
MEMORANDUM OF UNDERSTANDING
2011-2012**

The Durham Public Schools Board of Education (herein called "DPS") and Durham Technical Community College (herein called "DTCC") enter into the following contract and for the terms of which witness the following:

1. **Purpose:** The purpose of this agreement is to facilitate cooperation between DTCC and DPS in the provision of instruction of courses on DTCC's main campus for DPS and DTCC credit for instruction through the Gateway to College program under SECTION 8.18.G.S. 115D_5 H2436 (Ratified) <http://www.ncleg.net/sessions/2007/bills/house/pdf/h2436v9.pdf>.

STUDENTS IN THE GATEWAY TO COLLEGE PROGRAM MAY ENROLL IN DEVELOPMENTAL COURSES

"(t) The purpose of the first semester of the Gateway to College Program is to address additional support to successfully complete the program. Students may need to take developmental courses necessary for the transition to more challenging courses; therefore, the State Board of Community Colleges shall (i) permit high school students who are enrolled in Gateway to College Programs to enroll in developmental courses based on an assessment of their individual student needs by a high school and community college staff team and (ii) include this coursework in computing the budget FTE for the colleges."

2. **Gateway to College Program:** The Gateway to College program is designed to help 16 to 21-year-old students who have left high school without earning a diploma to return to education and gain a high school diploma while earning college credit at DTCC. Students will participate in small classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. After the first semester, students will begin course work toward a chosen field of study and earn their high school diploma while accruing credits toward a certificate or degree diploma. There will be no cost to the student to participate in the GTC program.
3. **Provision of Courses:** DTCC will offer college courses for Gateway to College students receiving dual credit. Students must be enrolled in approved dual credit courses to receive both high school and college credit for the courses. DTCC and DPS will ensure students complete the 28 credits required for graduation prior to awarding a high school diploma. The following provisions will be made to better align the curricular:
 - a. For high school courses mapped to developmental courses, (numbered below 100) at the college (i.e. English I and Algebra I) students will be required to pass the End of Course exams to earn these two high school credits.
 - b. For other high school courses mapped to college-level courses (numbered above 100), End of Course exams will be waived.
 - c. Students will be required to earn three high school math credits for College/College Tech Prep or Career Prep students OR earn four high school math credits for Future-

Ready Core students; however, they may substitute a college-level math course for the Geometry credit. Students who entered 9th Grade from 2000-2008 must follow the College/College Tech Prep or Career Prep graduation requirements. Students who entered 9th Grade in 2009 and beyond must follow the Future-Ready Core graduation requirements.

- d. Students will be required to take the 10th Grade Writing Test.
4. Instruction of Courses: DTCC will monitor the instruction of the above courses to assure the quality and uniformity of instruction in accordance with the standards established by the North Carolina Department of Public Instruction and DPS. DTCC will designate staff personnel to monitor and assure adherence to these standards.
 - a. All classes will be taught by faculty members with degrees in the content area of the course and graduate degrees.
 - b. DPS will provide access and training to GTC staff to enter and maintain required student data in the NC Wise system. DTCC will ensure the staff member will attend ongoing training to maintain standards set by DPS for records and reports.
5. Facilities: Courses will be conducted on the DTCC's main campus. DTCC will provide facilities on the main campus as needed. DTCC shall fund and provide standard insurance coverage sufficient to insure against liability, property damage, fire, casualty, and all other standard coverages, with policy limits commensurate with the exposure. The provision of such insurance shall not, however, affect, waive or reduce any governmental or sovereign immunity protecting the College, the Board or the Gateway to College Program, except to the extent required by applicable law.
6. Tuition and Fees: DTCC tuition and fees typically billed to DTCC students shall be waived for Gateway to College students; the GTC program will pay student fees for students who choose to enroll in Continuing Education courses at DTCC.
7. School District Apportionment: The cost of the program will be shared between DPS and DTCC. DTCC will invoice DPS an amount equal to the Department of Public Instruction Revised State Funds per Average Daily Membership (ADM) per Durham Public School's Initial Allotment after revision for NCVPS, Charter Schools, and Discretionary Reduction for the fiscal year per student from state funds. In addition, \$600 per student from local funds will be invoiced. The total amount shall be invoiced four weeks into the beginning of DTCC's fall term for students enrolled in GTC or pre-Gateway to College Program. DPS' funding commitment for the 2011/12 school year will not exceed \$398,513.
8. Books and Supplemental Materials: All textbooks and supplemental materials required for classes will be provided by the Gateway to College program. All textbooks will be college texts.
9. Advisory Committee: An Advisory Committee will be established to support the implementation of the program. The Advisory Committee will consist of a school district liaison and Gateway to College DTCC staff. The Advisory Committee will meet quarterly or

as needed. The Advisory Committee will provide feedback, evaluation, and recommendations for the program to ensure student success.

10. Role of the Liaison: DPS will annually appoint a representative to serve as the Gateway to College Liaison (herein called the Liaison). The Liaison's role is to help coordinate the program for DPS.
11. Enrollment: Students enrolling in the program must meet the following criteria:
 - a. Applicants must be at least 16 years of age and not older than 20 years of age at the time of application.
 - b. Priority will be given to applicants who are enrolled in DPS or identified as having dropped out of the DPS system pursuant to state law and Board policy, and must be eligible for enrollment in DTCC according to state law and College policy. Applicants who reside within DPS boundaries but did not attend DPS may be considered on a last-minute, space-available basis.
 - c. Applicants must not have obtained a U.S. high school diploma prior to enrolling in the program.
 - d. Applicants must be able to complete requirements to receive a high school diploma before or during the term of their 21st birthday.
12. Recruitment: DPS agrees to provide referrals to the Gateway to College program. DTCC staff agree to conduct recruitment efforts throughout Durham County.
13. Attendance and Other Data: Selection and attendance data will be submitted to DPS by Gateway to College staff within the first twenty days of the semester for students in their first two terms of GTC courses within the program. In addition, DTCC instructors and staff will compile daily attendance records for DPS students in their first two semesters of GTC courses and provide these records to the appropriate DPS staff member according to a schedule set by DPS. Student grades will be submitted at the close of each DTCC semester. Gateway to College and DTCC staff will provide additional student records and/or progress reports to DPS as requested.
14. Student Code of Conduct: Students will adhere to DTCC's Code of Conduct, as well as Gateway to College policies and procedures.
15. Calendar: Students will adhere to the DTCC's academic calendar.
16. Testing: DTCC will conduct standardized testing for Gateway to College students as agreed upon in item #3. The Gateway to College director will work with the appropriate DPS staff to coordinate the testing calendar and develop and process for the administration of state assessments.
17. Instructors: All Gateway to College courses will be taught by DTCC faculty. The Gateway to College program will provide instructors for all courses.

18. Confidentiality of Student Information: DTCC agrees that all student records obtained in the course of performing this Agreement shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations and the DPS Board's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. DTCC will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the College. DTCC shall not forward to any person other than parent, legal guardian or Board of Education any student record, including, but not limited to, the student's identity, without the written consent of the parent or legal guardian.
19. Disability Services: DTCC and the Board of Education will identify students who may be eligible for services under the ADA, Section 504 of the Rehabilitation Act of 1974, or the Individuals with Disabilities Education Act. DTCC will meet with these prospective students, and for those who qualify for services pursuant to the ADA or section 504, will offer them appropriate accommodations and services. Any services provided pursuant to the ADA or section 504 shall be provided by DTCC. For those students who have previously received services pursuant to an IEP under the IDEA, or who are suspected of being eligible for services pursuant to the IDEA, an additional meeting will be scheduled through DPS to determine eligibility for those services, develop an IEP, or exit the student from that program, as appropriate. Any IEP developed will be designed to provide the student with a free appropriate public education while enrolled in the Gateway program. Services outlined in the IEP shall be provided by Durham Public Schools employees.
20. Sex Offender Registry Checks: DTCC agrees to annually conduct checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry on each DTCC employee and independent contractor who, pursuant to this Agreement, will have direct interaction with DPS students as part of their job duties. Such checks must be completed before the employee or contractor has direct interaction with students. DTCC will verify in writing that no DTCC employee or independent contractor required to be checked under this paragraph is listed on any of these registries. Individuals listed on these registries are prohibited from having any direct interaction with DPS students.
21. Term: This Agreement is effective until June 30, 2012. This agreement may be renewed for additional and successive terms of twelve (12) months (July 1 through June 30) only by written agreement duly executed by and between the parties.
22. Program Funding: It is understood and agreed by both parties that DPS's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. The Gateway to College Program budget requires yearly approval by the Durham Public Schools Board of Education.
23. Monitoring and Auditing: DTCC and the Gateway to College Program shall cooperate with DPS, or with any other person or agency as directed by DPS, in monitoring, auditing, or investigating activities related to this Contract. DTCC shall provide auditors retained by DPS with access to any records and files related to the Gateway to College Program. DPS agrees

that its auditors will maintain the confidentiality any DTCC records required by state or federal law to be kept confidential.

24. Termination: Either party may terminate this agreement upon 90 days written notice to the other party; provided, however, that if notice of termination is served during the Gateway to College academic semester, the termination will not become effective until the day after the last day of the semester.

Both Parties Agree:

- a) To certify that their sites are ADA compliant.
- b) To comply with all federal, state, and local laws applicable to this Agreement.
- c) To have in place and abide by a policy prohibiting sexual harassment.

Signatures:

DURHAM TECHNICAL COMMUNITY COLLEGE

William C. Ingram
Durham Technical Community College
President

Date

DURHAM PUBLIC SCHOOLS BOARD OF EDUCATION

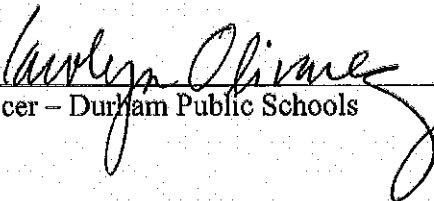
Minnie Forte-Brown
Durham Public Schools
School Board Chair

Date

Eric Becoats
Durham Public Schools
Superintendent
Secretary to the Board

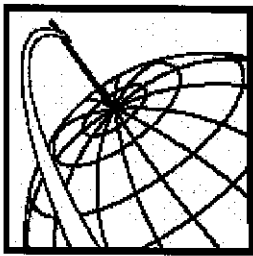
Date

This Agreement has been preaudited in the manner required by the School Budget and Fiscal Control Act.



Finance Officer - Durham Public Schools

Date 8/23/11



Date: September 6, 2011

**Durham Public Schools
Support Services Committee
PRECIS**

Subject: Contract for Professional Services between Durham Public Schools and the Durham County Department of Social Services for six Child and Family Support Team (CFST) Social Workers

Staff Liaison Present: Eunice Sanders
Michelle Smith

Phone #: 560-2063
560-2891

Main Point(s):

- A Contract for Professional Services between the Durham County Department of Social Services and Durham Public Schools secures six social workers to coordinate Child and Family Support teams in six schools.
- The school nurse (and a social worker) will screen and identify children who are at risk of academic failure or out-of-home placement due to physical, social, legal, emotional, or developmental factors. The nurse/social worker team will work with representatives from children's agencies (educational, health and human services, mental health, etc.) to connect students and families to needed care and coordinate, monitor and assure the successful implementation of a unified Child and Family Plan.
- Administration is presenting this contract for discussion and subsequent Board approval.

Fiscal/Goal Implications:

- The cost of the contract is \$296,010 for the period of August 17, 2011 through June 15, 2012.

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

Review

CO Finance

CONTRACT FOR THE PROVISION OF PROFESSIONAL SERVICES
between
DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES
and
DURHAM PUBLIC SCHOOLS

THIS AGREEMENT made and entered into this first day of August 17, 2011 by and between the Durham County Department of Social Services ("DSS" or "Department") and the Durham Public Schools Board of Education ("Board").

WHEREAS, the Board has been awarded a Child and Family Support Team Program grant by the North Carolina Department of Public Instruction (DPI) for the purpose of providing school nurses and school social workers in selected schools within the Durham Public Schools ("Program");

WHEREAS, the Board is requesting the services of six (6) Social Workers for the position of School Social Worker as part of the Program; and

WHEREAS, the Department is willing to provide the services.

NOW THEREFORE, in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are set forth below, the parties agree as follows:

I. Term. The term of this Agreement shall be from August 17, 2011, to June 15, 2012, and may be extended only by written agreement of the parties.

II. Termination of the Agreement. Either party may terminate the Agreement upon 30 days' written notice in accordance with Section IX of this Agreement.

III. Scope of Services. The DSS Social Worker positions shall be 10-month provisional positions assigned to the program. The DSS Social Workers shall work 37.5 hours per week and shall generally work Monday through Friday from 8:00 a.m. to 4:00 p.m. The DSS Social Workers shall provide services as described in Exhibit A to this Agreement.

It is understood that the DSS Social Workers are employees of the Department and will be subject to all of the Department's rules, regulations, administrative orders, benefits, vacation and leave time. Each DSS Social Worker also shall comply with all of the Board's policies, regulations and rules during the performance of his/her duties.

IV. Incorporation of Other Documents. The parties agree that this Agreement incorporates all of the terms, conditions and requirements of the following documents, which are attached as Exhibit A: Child and Family Support Team Program Application.

V. Obligations of the County of Durham and the Durham County Department of Social Services.

- A. Provide six (6) Social Workers to perform School Social Work services as part of the Program as described in this Agreement.
- B. Follow the County of Durham's Personnel Guidelines in hiring, evaluating, and

disciplining the DSS Social Workers. The Social Workers will be selected and assigned by DSS with the cooperation and participation of designated school personnel on behalf of the Board. DSS will ensure that all candidates undergo a criminal background check prior to hiring or prior to selection as a DSS Social Worker under this Agreement. DSS shall further ensure that all School Social Workers shall undergo an annual check on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry.

Any School Social Workers listed on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry shall be prohibited from having direct interaction with students.

- C. Provide all equipment and supplies necessary for the DSS Social Workers to perform services under this Agreement.
- D. Require DSS Social Workers to:
 - 1. Make home visits and complete family assessments when appropriate and provide relevant feedback to school personnel.
 - 2. Make referrals to other agencies when appropriate, with consent of the student's parent(s)/legal guardian, or as otherwise allowed or required by law.
 - 3. Make reports to Child Protective Services as allowed or required by law. Nothing in this section is intended to prevent or prohibit any reporting by other school staff to the Durham County Department of Social Services.
 - 4. Maintain confidentiality of student/parent/family information as required by state and federal law. Any violation of this section shall constitute a material breach and shall terminate the Agreement.
- E. Supervise DSS Social Workers to ensure best practices in all decision-making and case management.
- F. Assure that the DSS Administration meets at least quarterly with the DPS Liaison.
- G. Collaborate with school personnel in the evaluation of the DSS Social Workers' performance at least semi-annually.
- H. Invoice the Board monthly over the fiscal year (August 17, 2011 through June 15, 2012) for services provided pursuant to this Agreement. One-tenth of the total will be invoiced monthly. The total amount to be paid under this Agreement shall not exceed \$ 296,010.

VI. Obligations of Durham Public Schools Board of Education and Durham Public Schools.

- A. Participate in selecting the DSS Social Workers and in evaluating the delivery of service.
- B. Provide staff development to the DSS Social Workers on topics relevant to student services.

- C. Provide the DSS Social Workers with a DPS identification badge.
- D. Furnish the DSS Social Workers access to adequate workspace, equipment and supplies necessary to provide services under this Agreement.
- E. Collaborates with DSS personnel in the evaluation of the Social Workers' performance at least semi-annually.
- F. Pay for services within thirty (30) days of receipt of each invoice.

VII. No Substitution or Subcontract. The Department shall not assign or substitute personnel assigned to the performance of this Agreement without prior approval of the Superintendent of Durham Public Schools or designee, which approval shall not be unreasonably withheld. No service provided under this Agreement shall be subcontracted without prior written approval of the Superintendent or designee. In the event a DSS Social Worker must be replaced, the parties shall work together to find a mutually acceptable replacement.

VIII. Independent Contractors. In no event shall any DSS Social Worker hired by the Department be considered an employee or agent of the Board. The terms and conditions of employment of the Department's employees are entirely within the control of the County of Durham and the Durham County DSS.

IX. Notices. All notices, demands, or other writings which this Agreement requires to be delivered, or which may be delivered by either party hereto to the other, shall be deemed to have been fully delivered, when made in writing and deposited in the United States mail, certified mail, return receipt requested, and addressed as follows:

To the Board: Dr. Eric Becoats, Superintendent
 Durham Public Schools
 511 Cleveland Street
 Post Office Box 30002
 Durham, North Carolina 27702

To the Department: Gail Perry, Interim Director
 Durham County Department of Social Services
 220 E. Main Street
 Durham, North Carolina 27702

X. Indemnification. The Board, its officers, agents and employees shall not be liable for any acts of the County or its employees, agents or officers under this Agreement. The Department shall be solely responsible for any litigation arising from any Claims made by third parties relating to the performance of services provided by the Department, its employees, agents or officers under this Agreement. The Board shall have no liability for any Claims by third parties arising from acts of the Department, its employees, agents or officers under this Agreement. As used in this section, the term "Claims" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements and expenses.

To the maximum extent allowed by law, the Board shall indemnify, protect, and hold harmless the Department, its officials, agents and employees from and against claims or damages, including attorney's fees, arising out of any act or omission of the Board, its officials, agents or employees in the performance of this Agreement.

XI. Nature and Extent of Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

XII. Governing Law. This Agreement and the relationship of the parties shall be governed by the law of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Durham County Department of Social Services

Gail Perry, Interim Director

Date

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

County Finance Officer

Date

Durham Public Schools Board of Education

Minnie Forte-Brown, Board Chair

Date

Dr. Eric Becoats, Superintendent

Date

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



Carolyn Olivarez, Finance Officer

Date

8/25/11

CHILD AND FAMILY SUPPORT TEAM INITIATIVE

I. CONTACT INFORMATION

School System Superintendent

Name: Dr. Eric Becoats
Address: P.O. Box 30002
511 Cleveland Street
Durham, NC 27702
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Fax: 919/560-2007
Email: eric.becoats@dpsnc.net

Director, Department of Social Services

Name: Gail Perry
Address: P.O. Box 810
220 East Main Street
Durham, NC 27702
Telephone: 919/560-8060
Fax: 919/560-8102
Email: gperry@dss.co.durham.nc.us

Health Director, The Durham County Health Department

Name: Gayle B. Harris MPH, RN
Address: 414 East Main Street
Durham, NC 27701
Telephone: 919/560-7650
Fax: 919/560-7652
Email: gharris@ph.co.durham.nc.us

Director, Local Management Entity

Name: Ellen Holliman
LME: The Durham Center
Address: 501 Willard Street
Durham, NC 27701
Telephone: 919/560-7100
Fax: 919/560-7240
Email: HollimanE@mh.co.durham.nc.us

II. INFORMATION ON GOALS, IMPLEMENTATION AND PARTNERSHIPS

A. School Goals

The primary goals of the Child and Family Support Team Initiative in Durham Public Schools (DPS) are:

- a. Improve and sustain improvement in the academic performance of children at risk of school failure or out of home placements;
- b. Reduce out of home and out of county placements of children at risk for academic failure.
- c. Increase the capacity of DPS to address the academic, health, behavioral health, social and legal needs of children.
- d. Share the responsibility and accountability among public child serving agencies to improve outcomes for children and families.

B. Outcomes

To evaluate the progress of the CFST Initiative over the next year and over the long term, the following outcomes are shared across all participating agencies to measure the children's success in home, school and community settings.

Outcome 1: Children are attending school

Short-term: Attendance rates increase for students

Long-term: Attendance of students is sustained over time

Outcome 2: Children are succeeding academically

Short-term: Number of students proficient on End-of-Course/End-of-Grade and promotion rates increase

Long-term: Number of students proficient on End-of-Course/End-of-Grade and promotion rates is sustained over time

Outcome 3: Students are graduating from high school

Short-term: Graduation rates will increase

Long-term: Graduation rates will be sustained over time

Outcome 4: Children live in stable, permanent, family based living situations

Short-term: Reduction in the number of children who are placed out of home.

Reduction in the number of children who are abused and/or neglected

Long-term: Sustain reduction over time

- Outcome 5: Children receive services in county**
Short-term: Reduction in the number of students who are placed out of county
Long-term: Sustain reduction over time
Increase the number of in-county service options
- Outcome 6: Children have access to medical services to support overall Health**
Short-term: Increase the number of children who have access to appropriate and necessary health services
Increase the number of students with a medical home
Long-term: Sustain increases over time
- Outcome 7: Children are not involved in illegal activities**
Short-term: Reduction in the number of Juvenile Petitions (under 16)
Reduction in the number of arrests (16/older)
Reduction in the number of placements in juvenile detention or Youth Development Centers
Long-term: Sustain reductions over time
- Outcome 8: Families and Children are actively involved as decision-makers**
Short-term: Increase number of CFTs with active parent and child involvement
Increase parent satisfaction with CFT process
Long-term: Sustain increases over time

C. Implementation

To implement the CFST Initiative, each school will identify an on-site team to develop a process to provide a comprehensive, unified approach to child and family support. The Initiative will promote practices shown to be effective based upon research and national best practice standards. The Initiative will build upon the Durham Community Collaborative's existing Care Review process to ensure that services provided across agencies meet the needs of the children and out of home placements are used as a last resort.

Children who are at risk of academic failure or out of home placement will be referred to the school team which will include the school nurse and social worker CFST team leaders to determine through a locally developed universal screening process the complexity of the student's needs and whether the student is at risk of academic failure or at risk for out of home placement due to physical, social, legal, emotional or development factors.

The responsibilities of the additional school nurse and social worker will reach beyond that of duties typical of these positions. The nurse and social worker will identify and screen students who are potentially at risk of academic failure or out of home placements. The nurse and social worker will work with the school's CFST team to develop a screening process to evaluate the intensity, complexity and multi-agency involvement of any student referred for CFST services. This team will apply the school's assessment instrument and will determine if a student's case constitutes referral to the Child and Family Support Team based on conversations with parents, teacher data and community agencies.

Based on screening results, a student may be referred to the traditional SAP team or to the newly developed Child and Family Support Team. If the severity and/or complexity index is low, the child will continue with the traditional SAP process. However, if the severity/complexity index is high, the child, with parent input, will participate in the CFST Initiative process.

For referrals to the CFST Initiative, the school nurse and social worker will conduct home visits to complete an assessment to include academic, health, housing, family relationships, social, legal, etc. Information gathered from this assessment will be used to develop team membership, facilitate the planning process and to determine the primary lead facilitator for the CFST.

Case facilitation assignments will be determined by the nurse and social worker (Child and Family Support Team leaders) and referred to the designated liaison for each community agency based on the primary unmet needs of the child and family. Directors from each agency will appoint the designated liaison from their agency including the Department of Social Services and the Local Management Entity. A representative from each named agency will participate as a member of the CFST as needed to coordinate, monitor and ensure the successful implementation of a unified Child and Family Plan (One Team/One Plan).

The Child and Family Support Team leaders will monitor implementation of the CFST plans, coordinate periodic assessment of the child's progress and sustained improvement in targeted outcomes, collect and report data, and communicate with district coordinators and community agency representatives. In addition, the CFST leaders will provide data to the local Durham Directors' Group (Local Advisory Council) and the NC Child and Family Leadership Council. Durham will coordinate and cooperate with the state evaluation process. The CFST leaders will participate in the state training modules. In addition, Durham Public Schools will have a Central Office Liaison to ensure that the CFST Initiative is implemented effectively.

Exhibit A
Child and Family Support Team

As charged by the Durham Director's Group, the System of Care (SOC) Council will develop a process to promote cost sharing and eliminate cost shifting among governmental agencies. In addition, the SOC Council will support the development of a cross agency training plan to promote best practices including individualized strength based care, cultural competencies, etc.

Durham Public Schools will provide appropriate office space, supplies and equipment for each team at each school to support the implementation of the pilot program. School nurses and social workers will be jointly supervised by the school district and by representatives from the Durham County Department of Social Services and Public Health. The school nurse and social worker teams will work in concert with the Student Assistance Program at each school.

D. Support Services

Durham Public Schools currently supports children at risk of academic failure through various programs including, but not limited to, the Student Assistance Program (SAP), Positive Behavior Support (PBS), Exceptional Children's Program (ECP), System of Care (SOC), etc. This program will allow DPS to unify and integrate these programs with existing community resources to create a more comprehensive resource to the needs of children and families.

The integration of SAP, PBS, ECP, SOC and the CFST Initiative may be described in the following manner:

Durham Public Schools implements Positive Behavioral Support district wide to promote a positive school climate for all students and to maximize student learning and academic success. PBS focuses on school wide prevention, classroom intervention and individual student support. The district provides PBS Coaches who work with each school to implement their PBS programs and support faculty and students.

The traditional Student Assistance Program provides support to teachers and parents in the early identification of a student's need for a Student Success Plan and promotes a systematic approach to best practices in addressing these concerns within the regular education classroom. The goal of a SAP team is to gather data on the student from teachers and assess this data, utilize an appropriate continuum of care (education and awareness), provide support for maintaining healthy changes/interventions, provide case management, maintain confidentiality and make appropriate referrals when necessary.

Teachers and staff work with parents to address concerns negatively impacting achievement. The teacher, in partnership with the parent, develops a Student Success Plan with specific strategies designed to address the student's individual needs. The CFST school nurse and social worker serve as a resource as needed. In some cases, it is necessary to seek additional strategies and resources to support the students through the Student Assistance Program.

The Durham leaders of key public agencies adopted System of Care as a way to plan and deliver services to students and families in the community. Durham Public Schools partners with other agencies to address the needs of children with complex behavioral, academic, and social and/or safety needs. Specifically, Durham Public Schools is currently using SOC to target support for middle and high school students who possess multiple risk factors for academic failure.

Students already identified as Durham Public School SOC students will be integrated into the CFST Initiative. The CFST Initiative nurse and social worker will participate on these existing teams as needed.

Students already receiving special education services will be integrated into the CFST Initiative as needed. The CFST Initiative nurse and social worker will participate on these existing teams as appropriate.

E. Continuity of Services

To ensure continuity of care and access to services, the CFST leaders and team members will develop the structure necessary to support the student's plan and will monitor throughout the year, including the summer months when the child is not in school.

F. Community Partners

Durham Public Schools and the local Departments of Social Services and Public Health, and the Local Management Entity (The Durham Center), along with the Chief Court Counselor for the local Department of Juvenile Justice and Delinquency Prevention, Chair of the County Commissioners, Deputy County Manager and District Juvenile Court Judge, collectively known as the "Durham Directors' Group" have been actively working together since August 2002 to implement a comprehensive System of Care for children with behavioral, academic, social and/or safety needs.

During this time, the Director's Group has provided top-level leadership and policies in support of the local System of Care, including: 1) the development of a local Memorandum of Agreement, 2) the development of a System of Care Council that actively promotes best common best practices for Child and Family Teams across child-serving systems and 30 active support of their staff's participation in the local Community Collaborative which is a community-wide forum that works together to assess needs in the community and establish effective relationships to improve local services, including volunteering supervisory time for weekly Care Review Teams that assist Durham's Child and Family Teams with complex family situations.

DPS has long standing relationships with several healthcare entities within the community, including Lincoln Community Health Center (LCHC), Duke University's Division of Community Health (DCH) and the Durham County Health Department (DCHD). LCHC operates the school-based health center at Hillside High School while DCH operates the school-based center at Southern High School.

The DCHD employs the majority of the school nurses assigned within the DPS system. Additionally, the directors of the DCHD, Social Services, Lincoln Community Health Center and the Division of Community Health oversees the operations of Durham Community Health Network, a network of local primary care and pediatric medical practices, DCHD and the Department of Social Services (DSS), which provides direct medical care and free in-home patient education and support to Durham Medicaid patients.

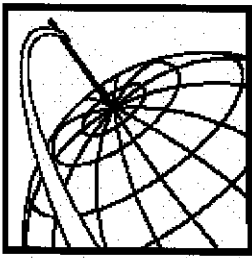
G. Local Advisory Committee

Durham's Local Advisory Committee will be comprised of the following: Chairperson of the County Commissioners, Superintendent of Durham Public Schools, Chief District Court Judge, Directors of Public Health, the Durham Center (LME), Department of Social Services and the Chief Court Counselor. The Superintendent of Durham Public Schools and the Chairperson of the County Commissioners have been selected to co-chair this group.

III. TERMS AND CONDITIONS

The terms and conditions for employing Child and Family Support Team staff will be as follows:

1. Appropriate tracking systems will be in place in order to assure these funds are only used to support this program and are not used to supplant any other funding.
2. Child and Family Support Team staff will be assigned only responsibilities consistent with the Child and Family Support Team Initiative.
3. Sites will work with a state-identified external evaluator (contract will be with the state) and participate in all state and contracted evaluation activities.
4. Sites will report all reporting requirements.
5. The members of Local Advisory Committee have been contacted and have agreed to participate.
6. School nurses and social workers employed under this Initiative will attend all mandatory trainings as indicated.
7. Program sites will participate in all other required activities as determined.



Date: September 6, 2011

**Durham Public Schools
Support Services Committee
PRECIS**

Subject: Contract for Professional Services between Durham Public Schools and the Durham County Department of Social Services for twelve Home/School Coordinators

Staff Liaison Present:

Eunice Sanders
Michelle Smith

Phone #: 560-2063
560-2891

Main Point(s):

- The Department of Social Services will provide twelve full-time, ten month Home/School Coordinators (Social Workers) to Durham Public Schools. The Home/School Coordinators will provide services to address the environmental conditions, health concerns, economic situations and family dynamics that impede student learning. The attached contract represents the agreement established between the Department of Social Services and Durham Public Schools.
- Administration is presenting this contract for discussion and subsequent Board approval.

Fiscal/Goal Implications:

- The cost of the contract is \$319,954 for the period of August 17, 2011 through June 15, 2012.

Recommendation:

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

Review:

Finance

CONTRACT FOR PROFESSIONAL SERVICES
between
DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES
and
DURHAM PUBLIC SCHOOLS

Providing School Social Work services to citizens in the Durham community is a responsibility and proper concern of the Durham County Department of Social Services (hereinafter "DSS"). Providing educational opportunities to youth in Durham County is a responsibility and proper concern of the Durham Public Schools Board of Education (hereinafter "DPS"). Realizing that environmental conditions, health problems, economic situations and family problems often times create conditions that prevent maximum learning, both the DSS and DPS are concerned that children receive preventive home/school coordination to address problems that might impede learning. The Durham County Department of Social Services and the Durham Public Schools Board of Education, therefore, enter into this agreement for the 2011-2012 school year, beginning August 17, 2011 through June 15, 2012.

A. DSS agrees to:

1. Provide twelve, full-time, 10 month School Social Workers to the Durham Public Schools (DPS) to provide home/school coordination to children identified by DPS.
2. Permit school staff to participate in the interview of School Social Worker candidates who will provide services pursuant to this Agreement. Notwithstanding the foregoing, DSS shall maintain all authority in the selection and hiring of the candidate(s).
3. Direct all personnel matters involving the School Social Workers as they are directed with other DSS employees, including the determination of work and leave procedures, supervision guidelines, and evaluation. DPS district supervisors and principals will collaborate on semi-annual evaluations, work hours and schedules. DSS will follow Durham County's personnel policies in responding to issues regarding the performance of any School Social Worker. DSS will ensure that all candidates undergo a criminal background check prior to hiring or prior to selection as a DSS Social Worker under this Agreement. DSS shall further ensure that all DSS Social Workers performing School Social Work as part of the Program shall undergo an annual check on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry.
Any DSS Social Worker listed on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry shall be prohibited from having direct interaction with students.
4. Provide adequate workspace, equipment and supplies for the School Social Workers at DSS's offices.
5. Require School Social Workers to:
 - A. Make home visits and complete family assessments when appropriate and provide relevant feedback to school personnel.

- B. Make referrals to other agencies when appropriate with consent of the student's parent(s)/legal guardian, or as otherwise allowed or required by law.
 - C. Make reports to Child Protective Services as allowed or required by law. Nothing in this section is intended to prevent or prohibit any reporting by other school staff to the Durham County Department of Social Services.
 - D. Maintain confidentiality of student/parents/family information as required by state and federal law. Any violation of this section shall constitute a material breach and shall terminate the Agreement.
 - E. Perform functions authorized by the Child and Family Services Team initiative.
6. Supervise the School Social Workers to insure best practice in all decision-making and case management.
 7. Assure that the DSS Program Administrator meets at least quarterly with the DPS Liaison for feedback, review changes, etc.
 8. Collaborate with school personnel in the evaluation of the School Social Workers' performance at least semi-annually.
 9. Collaborate with school personnel and evaluate annually the success of the program using specific outcome measures established by DPS and DSS.
 10. Assure School Social Workers comply with DSS rules, policies, and procedures; DPS policies and regulations; and Durham Board of Education rules and regulations.

B. DPS AGREES TO:

1. Reimburse DSS for twelve School Social Work positions at 50% of their salary and benefits, which annual amount shall equal \$319,954 Unless otherwise specified, DSS shall submit an itemized invoice of one-tenth of the total amount on a monthly basis to DPS during the term of this Agreement. Payment will be processed promptly upon receipt and approval of the invoice by DPS. DPS shall pay all invoices within thirty (30) days from the date of the invoice.
2. Provide adequate workspace, equipment and supplies for the School Social Workers' performance of their duties under this contract.
3. Provide a DPS identification badge for School Social Workers.
4. Collaborate with DSS personnel in the evaluation of the School Social Workers' performance at least semi-annually.
5. Provide staff development for School Social Workers to assist them in the performance of their duties under this contract.
6. Identify and assign the schools to which each School Social Worker will provide service.

C. DSS and DPS agree to the following terms and conditions:

1. **Right of Termination:** This Agreement shall remain in effect until June 15, 2012. Either party may terminate this agreement provided 60 days written notice of termination is given. The agreement may be terminated immediately upon written agreement of both parties. Upon termination the salary amount stated in Section B.1, shall be prorated on a weekly basis and paid to DSS within 30 days from the date of termination. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.
2. **Contract Personnel:** DSS shall not assign or substitute personnel assigned to the performance of this Agreement without prior approval from DPS, which approval shall not be unreasonably withheld. None of the services to be supplied under this contract shall be subcontracted without prior approval from DPS.
3. **Liaison:** The parties agree to designate the Director for Support Programs and Services for Durham Public Schools and the School Social Work Supervisor for the Department of Social Services as their liaisons.
4. **Indemnification:** DSS shall not be liable for any acts of DPS or its employees. DPS shall be solely responsible for any litigation arising from any claims made by third parties relating to the services provided by DPS or its employees pursuant to this Agreement. DSS shall have no liability for any claims by third parties arising from the services provided by DPS or its employees pursuant to this Agreement.

DPS shall not be liable for any acts of DSS or its employees. DSS shall be solely responsible for any litigation arising from any claims made by third parties relating to the services provided by DSS or its employees pursuant to this Agreement. DPS shall have no liability for any claims by third parties arising from the services provided by DSS or its employees pursuant to this Agreement.
5. **Governing Law:** This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
6. **Compliance with Laws:** DPS and DSS represent that they are in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws.
7. **Notices.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

DPS

Eunice Sanders, Asst. Superintendent
Durham Public Schools
PO Box 30002
Durham, NC 27702

DSS

Gail Perry, Interim Director
Department of Social Services
PO Box 810
Durham, NC 27701

IN TESTIMONY WHEREOF, DSS has caused these presents to be signed in its name by its Director, and DPS, acting under and by virtue of the authority in them vested, have hereunto set their hand and seal, the day and year first written above.

Durham County Department of Social Services

Gail Perry, Interim Director

Date

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

County Finance Officer

Date

Durham Public Schools Board of Education

Minnie Forte-Brown, Board Chair

Date

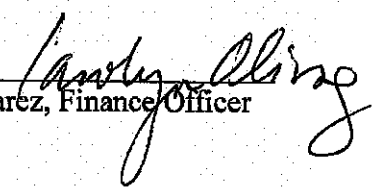
Dr. Eric Becoats, Superintendent

Date

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

Carolyn Olivarez, Finance Officer

Date



8/25/11