



AGENDA

**Durham Public Schools Board of Education
Support Services Committee
August 6, 2013**

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. Committee Meeting Minutes
 - I. June 11, 2013
6. Reports
 - I. Contract for Professional Services between Durham Public Schools and Signature Learning Resources, Inc.
 - II. Contract for Professional Services between Durham Public Schools and Department of Social Services
 - III. Revised Policy 4132 – Student Transfers
 - IV. Family Academy Update
 - V. Summary of Follow Up Items
 - VI. Adjournment

Mission Statement

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

Durham Public Schools SUPPORT SERVICES COMMITTEE PRECIS

Agenda Item: Support Services Committee Minutes

Staff Liaison Present: Debbie Pitman, Ph.D.

Phone #: 560-2774

Main Points:

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

- June 11, 2013

Fiscal Implications:

- None

Strategic Plan Alignment:

- N/A

Purpose

Information

Discussion

Action

Consent

Reviewed by:

Finance _____

Attorney _____

MINUTES
Support Services Committee
of the
Durham Public Schools Board of Education
June 11, 2013

The Support Services Committee met on Tuesday, June 11, 2013 in the Fuller Administration Building, 511 Cleveland Street, Durham, North Carolina.

Board Members Present

Omega Parker, Chair; Nancy Cox, Vice Chair; Natalie Beyer, Heidi Carter, Leigh Bordley, and Pastor Fredrick Davis.

Administrators Present

Dr. Debbie Pitman, Assistant Superintendent of Student, Family and Community Services; Richard Lemke, Ph.D; and Dr. Lewis Ferebee, Chief of Staff.

Attorney Present

Neal Ramee

Call to Order/Moment of Silence

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

Agenda Review and Approval

The agenda was unanimously approved as presented.

Public Comment

There was no public comment.

Approval of Minutes

Chair Parker moved that the minutes be approved with one edit. The motion was adopted.

Committee Reports

Physical Therapy Contract

Dr. Rick Lemke presented the contract for Professional Services between Durham Public Schools and Duke University Health System for discussion and subsequent approval. Duke University Health System has successfully provided pediatric physical therapy services for several years and have supported DPS' effort to reduce contracted services and increase district employed physical therapy personnel.

Administration answered all questions. This item was approved to be placed on the consent agenda at the June Board meeting.

Visually Impaired Contract

Dr. Rick Lemke presented the contract for Professional Services between Durham Public Schools and Invision Services, Inc. for discussion and subsequent approval. Invision Services, Inc. provides highly qualified staff, familiar with state and local procedures and with school-based TVI experience to meet the requirements of braille students and student with low vision needs. The contract would ensure that eligible students receive continuous coverage without interruption.

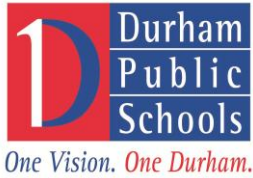
Administration answered all questions. This item was approved to be placed on the consent agenda at the June Board meeting.

Policy 4303 Suspension & Expulsion – Revised

Dr. Debbie Pitman presented revised Policy 4303 – Suspension and Expulsion for discussion and subsequent approval. The recommended revision is to authorize hearing panels to render determinations that are binding on the Superintendent and Board as to whether or not the student violated the disciplinary policies charged and the panel's findings of any aggravating or mitigating factors.

Administration answered all questions. This item was approved to be placed on the agenda for the June Board meeting for action.

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



Date: August 6, 2013

**Durham Public Schools
SUPPORT SERVICES COMMITTEE
PRECIS**

Agenda Item: Contract for Professional Services between Durham Public Schools and Signature Learning Resources, Inc.

Staff Liaison Present: Leonie H. Gill

Phone # 919.560.3505

Main Points:

- The 2013-2014 contract with Signature Learning Resources, Inc. will serve approximately 250 Durham County preschool children, as identified by Durham Public Schools (DPS), who have speech and language needs as mandated by PL 99-457.
- The Signature Learning Resources, Inc. staff will be required to provide speech and language services and case management to identified children, attend DPS professional development, attend meetings and parent-teacher conferences, and serve the children and families of Durham County in the same capacity as DPS speech and language pathologists.
- Administration submits this contract for discussion and subsequent approval.

Fiscal Implications:

- The contract is for an amount not to exceed \$250,000 and equates to approximately seven to eight full-time equivalent (FTEs) teachers serving preschool children in various settings.

Strategic Plan Alignment:

- **Goal 1.5** - DPS will expand Pre-K learning opportunities and partnerships to increase kindergarten readiness as measured by a standard entry assessment.
- **Goal 1.5.1** - Partner with organizations and experts to strengthen content connections with developmentally appropriate research-based practices in Pre-K classrooms.

Purpose

Information

Discussion

Reviewed by:

Finance PL

Attorney JGC

THIS AGREEMENT is hereby entered into this 1 day of July 2013 by and between the Durham Public Schools Board of Education ("DPS" or the "Board") and Signature Learning Resources, Inc. ("Provider") (collectively, the "parties").

RECITALS

WHEREAS, the Provider is a New York corporation in good standing and authorized to transact business in the State of North Carolina in the business of providing Speech and Language Services, and other related services, with a principal place of business at 19th West 21st Street, Suite 701, New York, NY 10010.

WHEREAS, the Provider desires to provide its services to the Board and the Board desires to obtain such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

AGREEMENT

1. Obligations of Provider.

1.1 Provider shall provide speech and language services and case management to eligible preschool-aged students in the DPS on mutually agreed upon dates and times during the 2013-14 school year.

1.2 Service(s) shall be provided at a location designated by DPS. Locations at which services shall be provided include DPS classrooms, private childcare centers in the community, Head Start sites, or preschool language groups based at a DPS school.

1.3 Services shall be provided in compliance with the student's Individualized Education Program (IEP).

1.4 Services shall include the following:

- a. evaluating the therapy needs of students and providing therapy and consultative services to DPS students;
- b. planning therapy and using appropriate diagnostic tools and therapy techniques; and
- c. providing therapy services to identified students and maintaining documentation of said services rendered, along with student performance.

1.5 Provider shall inform the Board if it is unable to serve any of the identified students.

1.6 Provider agrees to provide a therapist to attend IEP meetings for up to one hour per non-Medicaid-eligible child, at no charge to the Board.

2. Obligations of the Board.

2.1. The Board shall compensate the Provider at a rate of \$50.00 per hour for services provided. The amount shall be invoiced monthly with supporting documentation of the number of hours and days in attendance and a record of service delivery.

2.2 The Board shall identify students eligible to be served under this Agreement. Eligible students are those deemed eligible for special education services in accordance with their IEP, and who have parent/guardian consent to treat/bill, and a current doctor's order.

3. Cancellation of services. The Board shall only pay for services actually provided. In the event that inclement weather, fire, power failure, or other similar unforeseen occurrence necessitates the cancellation of the delivery of the service(s) and an alternate date cannot be agreed upon by the parties, the Board will be under no obligation to compensate the Provider.

4. Medicaid-Eligible Students. For direct speech and language services provided to students that meet all criteria for Medicaid eligibility, as set forth by the Independent Provider (IP) program, Provider will bill North Carolina Medicaid under the IP program. Provider will provide case management duties for such students to be billed to DPS at the agreed upon contract rate, not to exceed 2 hours per month per child, unless prior approval from DPS is obtained. All expenses related to billing Medicaid and obtaining doctors' orders will be the responsibility of Provider.

5. Services not covered by Medicaid. For students not eligible for Medicaid, Provider's therapists will provide up to one month of services with the loss of Medicaid and for any paperwork/meetings as requested by DPS, as well as up to one hour per child per year to attend IEP meetings in accordance with Section 1.6, at no charge to DPS. All other services and DPS requirements (e.g., progress notes, teacher consultation, CECAS case management, etc.) that are not billable to Medicaid will be billed to DPS at the agreed upon contract rate, not to exceed 2 hours per month per child, unless prior approval from DPS is obtained. All records and documentation for services provided will be available and maintained at appropriate DPS locations.

6. Terms and Methods of Payment. Provider shall submit to DPS monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed. Provider shall submit such invoices to DPS by the 6th of each month for services provided in the prior month (e.g., the bill for services provided in July 2013 will be provided to the Board no later than August 6, 2013). Invoices should be sent to **Durham Public Schools Board of Education**, Attn: Leonie Gill, 511 Cleveland Street, P.O. Box 30002, Durham, NC 27702-3002. Provider will bill Medicaid directly for billable therapy services provided to students eligible for Medicaid and all Medicaid billable services will be subtracted from monthly invoices before presentation to DPS.

7. **Term.** The services provided in this Agreement will be provided from July 1, 2013 until June 30, 2014. This Agreement shall terminate June 30, 2014.

8. **Total Contract Amount.** The total cost to the Board under this Agreement shall not exceed \$250,000.00 for services provided during the term of the Agreement.

9. **Travel Reimbursement.** Per DPS travel reimbursement policy, therapists will not be reimbursed and may use time and mileage incurred as a personal tax deduction.

10. **Relationship of Parties.** The Provider shall be an independent contractor and will employ licensed, appropriate personnel to deliver the service(s) to be performed under this Agreement. In no event shall any employee of the Provider be considered an employee or agent of the Board. The Provider is responsible for meeting all state, federal, and FICA tax obligations, and for maintaining all required insurance coverage, including workers' compensation insurance as required by North Carolina law.

11. **Licensing of Therapists.** All services rendered by Provider under this Agreement shall be rendered by therapists who have been duly licensed in the State of North Carolina and possess appropriate credentials and experience to perform the services described herein, including school-based pediatric therapy experience. Provider expressly agrees that all services rendered under this Agreement shall be rendered in a competent and efficient manner and in strict accordance with the currently approved methods and practices in Provider's professional specialty.

12. **Lunsford Act/Criminal Background Checks.** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a Board sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement for the period that such Agreement remains in full force and effect. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the Board upon request. Provider specifically acknowledges that the Board retains the right to audit these records to ensure compliance with this section at any time in the Board's sole discretion. Failure to comply

with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the Board may upon notice, require Provider to conduct additional criminal records checks on contractual personnel at Provider's expense. If the Board exercises this right to require additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the Board for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the Board with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Board reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if the Board determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

13. Records and Confidentiality of Student Information. The Provider acknowledges that it may be given access to or acquire information which is confidential in nature. The Provider agrees to hold such information in confidence and not to disclose such information to third parties or to use such information for any purpose other than providing the service(s) outlined in this Agreement. The Provider and its employees will at all times maintain the confidentiality of student educational records and other student information in accordance with state and federal law. Any violation of this section shall constitute a material breach of this Agreement.

14. Compliance with Applicable Laws. Provider and its employees shall comply with all applicable laws and regulations in providing services under this Agreement. Provider represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Agreement. Provider shall not employ any individuals to provide services to DPS who are not authorized by federal law to work in the United States.

15. Compliance with Applicable Policies. The Provider and its employees shall comply with all of the Board's policies, regulations and rules during the performance of the service(s) pursuant to this Agreement. The Board shall provide orientation to the Provider's staff concerning Board policies and DPS procedures. DPS shall maintain full, final, and plenary authority to grant, deny, or restrict Provider, its agents or employees' access to school premises and school-sponsored events, including the authority to determine what services, if any, will be delivered, and by whom, to students on school premises or at school-sponsored events. Nothing in this Agreement shall be construed to create any right of access to school facilities or school-sponsored events on the part of Provider, its agents, or employees, and DPS expressly reserves the right to deny or restrict Provider, its agents, or employees access, on a temporary or permanent basis, to any school facility or school-sponsored event, or to any individual student on school property or at a school-sponsored event, with or without cause, at any time, and without prior notice to Provider. The decision to deny access to Provider to any student, school facility, or school-sponsored event shall be final and not subject to appeal. DPS shall not incur any liability to Provider for denying or restricting access to school premises or school-sponsored events, with or without cause, and Provider expressly waives the right to challenge any such a denial or restriction of access in any judicial or administrative action.

16. Indemnification. The Provider shall indemnify the Board against any and all claims arising out of acts or omissions of the Provider, its employees and agents in providing service(s) pursuant to this Agreement. The Provider has obtained and shall maintain insurance to sufficiently protect the Provider and the Board from any and all potential claims or damages including, but not limited to, professional and general liability in no event less than the amount of \$1,000,000 (amount of insurance may need to vary according to circumstances) for each occurrence. Provider agrees to furnish proof of insurance upon request by the Board.

17. Termination. This Agreement may be terminated by either party, with or without cause, by giving 30 days written notice to the other at the addresses indicated in this Agreement. In addition, all finished or unfinished documents and other materials produced by the Provider pursuant to this Agreement shall, at the request of DPS be turned over to it and become its property. If the Agreement is terminated by DPS in accordance with this section, DPS will pay the Provider at the hourly rate for all services performed as of the date of termination.

18. Termination for Default. At any time, DPS may terminate this Agreement immediately and without prior notice if Provider is unable to meet goals and timetables, if DPS is dissatisfied with the quality of services provided, or if DPS determines, in its sole discretion, that Provider or any of Provider's employees pose a threat to the safety or well-being of any DPS student or employee. Provider may terminate this Agreement upon twenty (20) days' written notice to DPS in the event of DPS's material breach of this Agreement, including, without limitation, failure to compensate provider as set forth in Section 2.1.

19. Contract Funding. It is understood and agreed between the Provider and the Board that the Board's payment obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made.

20. Entire Agreement. This Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Agreement. This document, the purchase order, if any, used in connection herewith and any other document incorporated in this Agreement by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

21. Contract Modifications. This Agreement may be amended only by written amendments duly executed by and between DPS and the Provider.

22. Governing Law and Forum Selection. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Durham County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Provider agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Durham County shall be the proper venue for all matters.

23. Contact information. Notices, correspondences, billing statements, payments, etc. related to this Agreement shall be provided to the parties at the following addresses:

Durham Public Schools Board of Education
511 Cleveland Street
P.O. Box 30002
Durham, NC 27702-3002
Attn: Leonie Gill

Signature Learning Resources, Inc.
19 West 21st Street
New York, NY 10010
Attn: Jared Bauer

24. Exhibits List. The following Exhibits are attached to this Agreement and incorporated herein by reference:

- (1) Exhibit A: Signature/DPS Supervisory Plan
- (2) Exhibit B: Intake Procedure for New Clients
- (3) Exhibit C: Communication with Parent/Guardian Procedure
- (4) Exhibit D: Supervisory Support and Training Procedure

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above mentioned.

DURHAM PUBLIC SCHOOLS
BOARD OF EDUCATION
by: Heidi Carter, Board Chair

(signature)

Attest: Dr. Eric Becoats, Superintendent

(signature)

SIGNATURE LEARNING
RESOURCES, INC.

by: Jared Bauer
(print name, title)

(signature)

Attest: _____ Corporate Secretary

(signature)

6/13/13

ARACELIS ALVAREZ
Notary Public, State of New York
No. 01AL0247957
Qualified in Queens County
Commission Expires September 6, 2015
[CORPORATE SEAL]

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

Carolyn Olivarez, Chief Financial Officer

(signature)

(date)

Rev.

06/2013

Exhibit A: Signature/DPS Supervisory Plan

Exhibit B: Intake Procedure for New Clients

INTAKE PROCEDURE FOR NEW CLIENTS

1. DPS emails new referral to **Signature Learning Resources, Inc.** Intake Department and cc to Durham County manager
2. **Signature Learning Resources, Inc.** Intake staff contacts appropriate **Signature Learning Resources, Inc.** staff about referral, if **Contractor** staff member accepts referral jump to step 5.
3. If no **Signature Learning Resources, Inc.** staff member initially accepts referral within 2 business days then **Signature Learning Resources, Inc.** Intake staff notifies county manager of difficulty. **Signature Learning Resources, Inc.** manager works with **Signature Learning Resources, Inc.** intake to rearrange schedules and work to place referral.
4. If no **Signature Learning Resources, Inc.** staff is available after consulting with **Signature Learning Resources, Inc.** manager **Signature Learning Resources, Inc.** regional supervisor and **Signature Learning Resources, Inc.** intake staff then contact is made with DPS staff to discuss/formulate a plan. **Signature Learning Resources, Inc.** or staff will make contact with parent/guardian to discuss the plan agreed upon in meeting with DPS.
5. When child is assigned to a **Signature Learning Resources, Inc.** therapist, **Signature Learning Resources, Inc.** intake staff will email the name of treating therapist to DPS and to **Signature Learning Resources, Inc.** manager.
6. **Signature Learning Resources, Inc.** Intake staff will add child to the **Signature Learning Resources, Inc.** /DPS spreadsheet including the therapist assigned.
7. **Signature Learning Resources, Inc.** therapist assigned will attempt to contact the family within 2 business days and document each attempt in the daily note for the client. **Signature Learning Resources, Inc.** manager/regional supervisor will monitor all Start of Care for DPS clients and report date of first visit on **Signature Learning Resources, Inc.** /DPS spreadsheet. Follow-up on delays to start of treatment will be the responsibility of the **Signature Learning Resources, Inc.** management team.

Exhibit C: Communication with Parent/Guardian Procedure

COMMUNICATION WITH PARENT/GUARDIAN PROCEDURE:

1. **Signature Learning Resources, Inc.** therapists will communicate at beginning of therapy and at annual review with parents. **Signature Learning Resources, Inc.** therapists will also complete progress as stated on DPS progress note calendar and a copy will be sent to parents.
2. Parents will be contacted by the **Signature Learning Resources, Inc.** therapist within two business days of receiving child's assignment. Attempts/contacts will be documented in the child's chart.
3. Additional individual contact may be initiated by the parents or **Signature Learning Resources, Inc.** therapist on a case-by-case basis (i.e., communication notebooks, classroom visits, emails).

Exhibit D: Supervisory Support and Training Procedure

SUPERVISORY SUPPORT AND TRAINING PROCEDURE:

1. **Signature Learning Resources, Inc.** management and supervisory staff will attend or be trained in DPS and DPI required paperwork, procedures and compliance.
2. **Signature Learning Resources, Inc.** supervisory/management staff will then train **Signature Learning Resources, Inc.** therapists in accordance to DPS expectations of paperwork, procedures, and compliance using CECAS to prepare EC referrals and placement, IEP's and annual reviews, COSF completion, and kindergarten transition meetings.
3. **Signature Learning Resources, Inc.** management and supervisory team will monitor therapists' completion of IEP's, COSF's and progress notes monthly through random audits, monitoring of databases, and site visits.



Date: August 6, 2013

Durham Public Schools SUPPORT SERVICES COMMITTEE PRECIS

Agenda Item: Contract for Professional Services between Durham County Department of Social Services and Durham Public Schools

Staff Liaison Present: Deborah Pitman, Ph.D.
Theresa McGowan

Phone #: 560-2554
560-2122

Main Points:

- The Department of Social Services will provide twelve full-time, ten month Social Workers to Durham Public Schools. The Social Workers will provide services to address the environmental conditions, health problems, economic situations and family problems 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 approval.

Fiscal Implications:

- These social workers are funded through state funds. The cost of the contract is \$334,360 for the period of August 19, 2013 through June 13, 2014.

Strategic Plan Alignment:

- Goal 6.4 Strategy 2 - Redefine the standards for the System of Care partnership to provide a structured communication process among community agencies, including Department of Social Services and Durham Access.

Purpose

Information

Discussion

Reviewed by:

Finance _____

Attorney ED

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

Providing 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 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 2013-2014 school year, beginning August 19, 2013 through June 13, 2014.

A. DSS agrees to:

1. Provide twelve, full-time, 10-month social workers to the Durham Public Schools (DPS) to provide home/school case management services and crisis intervention to children referred by DPS.
2. Permit school staff to participate in the interview of 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 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.
4. DSS will follow Durham County's personnel policies in responding to issues regarding the performance of any DSS Social Worker assigned to DPS under this agreement. 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 hired to work in this 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, or the National Sex Offender Registry shall be prohibited from having direct interaction with students.
5. Provide adequate workspace, equipment and supplies for the staff at DSS's offices.
6. Require 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. DSS agrees that all student records obtained in the course of providing services to DPS under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and DPS's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. DSS will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of the DSS. DSS shall not forward to any person other than parent or District any student record, including, but not limited to, the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, DSS shall turn over to District all student records of DPS's eligible students to whom DSS has provided services under this agreement.

E. Perform functions required by the Child and Family Services Team.

7. Supervise the DSS Social Workers to insure best practice in all decision-making and case management.
8. Assure that the DSS Program Manager for In-Home Services & Community Initiatives meets at least quarterly with the DPS Liaison for feedback, program development, policy review, and other matters that requires the attention of the DSS administration.
9. Schedule DSS-specific staff development activities in accord with the DPS school calendar. These staff development activities will be scheduled during DPS Staff Workdays and Early Release days.
10. Collaborate with DPS personnel in the evaluation of the Social Workers' performance at least semi-annually for newly assigned Social Workers and at least annually for those Social Workers who have been part of the program for one year or more.
11. Assure DSS Social Workers comply with DSS rules, policies, and procedures; DPS policies and regulations; and Durham Board of Education rules and regulations.
12. Once a social worker resigns from a position, DSS will provide temporary coverage until a replacement can be hired.
13. If a social worker resigns from a position and does not return equipment to DPS; DSS will be responsible legally responsible for all, costs, damages, expenses, for any unreturned equipment.

B. DPS agrees to:

Reimburse DSS for twelve Social Work positions at 50% of their salary and benefits, which annual amount shall not exceed \$334,360. 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.

1. Provide adequate workspace, equipment and supplies for the DSS Social Workers' performance of their duties under this contract.
2. Provide a DPS identification badge for DSS Social Workers and the Social Worker Supervisor.
3. Collaborate with DSS personnel in the evaluation of the Social Workers' performance at least semi-annually for newly assigned Social Workers and at least annually for those Social Workers who have been part of the program for one year or more.

4. Provide staff development for Social Workers to assist them in the performance of their duties under this contract.
5. Identify and assign the schools to which each Social Worker will provide service. Every effort will be made by DPS to assign DSS Social Workers to schools that have high incidence of free and reduced lunch recipients in the previous school year.

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

1. **Right of Termination:** This Agreement shall remain in effect until June 14, 2014. Either party may terminate this agreement provided that 60 days written notice of termination is given. The agreement may also 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 Coordinator for Preventive Services for Durham Public Schools and the DSS Program Manager for In-Home Services & Community Initiatives as their liaisons.
4. **Indemnification:** DSS and DPS agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses, and attorney fees resulting from, or attributable to any and all of their individual acts or omissions. No party shall have any obligation to indemnify the other, and/or its agents, employees and representatives.
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 addresses below.
8. **Contract Funding.** It is understood and agreed between DSS and DPS 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.

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.

On Behalf of Durham Public Schools

Deborah Pitman, Assistant Superintendent
Durham Public Schools
PO Box 30002
Durham, NC 27702
919-560-2554

On behalf of Durham County Department of Social Services

Michael A. Becketts, Director
Department of Social Services
PO Box 810
Durham, NC 27701
919-560-8038

Durham County Department of Social Services

Michael A. Becketts, 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

Heidi Carter, 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.

Durham Public Schools Finance Officer

Date

Durham Public Schools Support Services Committee PRECIS

Agenda Item: *Policy 4132 – Student Transfers - First Reading*

Staff Liaison Present: Debbie Pitman, Ph.D.
Donna Hudson

Phone #: 919-560-2554
919-560-2057

Main Points:

The Board has requested that administration provide information and an opportunity to discuss the following:

- The process of requiring proof of residency from families during the magnet school registration process
- The lottery application, assignment and registration timeline and
- The priority lottery assignment of applicants who are currently enrolled in Durham Public Schools.

In addition, two sections of *Policy 4132 – Student Transfers* are under consideration for revision:

- *Policy 4132.7 - “Transfers for Children of Durham Public School Employees”* to provide consideration to grant a transfer for a child if the parent is employed at a calendar magnet school and requests a student transfer to another calendar magnet school because their child’s assigned grade is not offered at the school where they work.
- *Policy 4132.6 - “Transfers into a Calendar Magnet School”* to provide consideration to grant a transfer to students who have a sibling attending a similar program, yet fail to submit a lottery application due to an extenuating circumstance.
- Administration submits the revised policy for discussion and subsequent approval.

Fiscal Implications: None

Strategic Plan Alignment:

- **Goal 3** - Ensure efficient and effective business systems operations.

Purpose

Information

Discussion

Reviewed by:

Finance N/A

Attorney NR

4132 - STUDENT TRANSFERS

Students who wish to transfer from their assigned school into another school, other than a program magnet school, may request a transfer pursuant to this policy on forms provided by the Office of Student Assignment. In addition to the factors outlined below, the Superintendent or designee may consider the student capacity of a school, the number of students at a grade level, and local or state class size guidelines when considering student transfer requests.

4132.1 Transportation

If a transfer is granted, transportation to and from school is the responsibility of the student/family. Durham Public Schools will not provide transportation outside of a program's/school's attendance zone.

The principal at his/her discretion may assign a transfer student to a bus, provided there is space available on that bus, and provided the student gets on and/or off the bus at an existing stop within the attendance zone.

4132.2 Terms of Transfer

Once granted a transfer under this policy, a student may continue attendance at the receiving school if the student maintains good behavior, good attendance and passing grades. Failure to meet these conditions or misrepresentation on a transfer request may result in revocation or denial of transfer.

4132.3 Hardship Transfer

The Superintendent or designee may grant transfer requests in cases of substantial hardship if the Superintendent or designee finds that any of the following exist:

A. Serious physical, mental or emotional problems. The student must submit an affidavit from the student's physical, psychologist, or psychiatrist to support a request made under this ground.

B. Concerns for the safety of the student or others in the school.

C. A student has achieved junior or senior status at a high school and desires to remain in that school through graduation despite a change in residence.

D. Other extreme or unusual circumstances that affect the student's academic achievement and/or behavior at school.

4132.4 Child Care Transfer

The Superintendent or designee may grant transfer requests based on child care needs.

4132.5 Transfer Out of a Calendar Magnet School to a Traditional School

The Superintendent or designee may grant a transfer request to a student whose base assignment is a calendar magnet elementary school who requests assignment to the designated traditional school.

4132.6 Transfer into a Calendar Magnet School

The Superintendent or designee may grant a transfer into a calendar magnet school only if all applicants from within the calendar magnet region served by the school requested, at the grade level requested, have been assigned, and additional space is available. Priority may be given to siblings of students assigned to a separate setting through the Exceptional Children's Program to attend a calendar magnet school **or to students who have a sibling attending a similar program, yet fail to submit a lottery application due to an extenuating circumstance.**

4132.7 Transfers for Children of Durham Public School Employees

The Superintendent or designee may grant a transfer for the child of a school employee only if the student for whom the transfer is requested is the child of a full-time, part-time or itinerant DPS employee working at the school requested **or the parent is employed at a calendar magnet school and requests a transfer to another calendar magnet school because their child's assigned grade is not offered at the school where they work.**

4132.8 Transfer from Special Assignment

The Superintendent or designee may grant a transfer request to a student wishing to leave a special assignment to attend the base school.

Students assigned to schools other than their base schools (through transfers or application and assignment to program magnet schools, calendar magnet schools or special interest high school programs) may voluntarily decline their assignments up until the tenth day of the school year. To leave a special assignment during the school year after the tenth day requires an approved Transfer from Special Assignment. A request to transfer from a Special Assignment will be processed as a late transfer application and be considered only under extenuating circumstances.

4132.9 Reassignments Under No Child Left Behind

Persistently Dangerous Schools

As required by federal law and State Board of Education policy, a student may be given the opportunity to transfer to one or more designated schools if he or she attends a school designated by the state as persistently dangerous or if he or she is subject to a violent criminal offense while on school grounds. A transfer offered from a school identified as persistently dangerous will be in effect until the original school is no longer identified as persistently dangerous. A transfer offered to a victim of violent crime will be in effect for the remainder of the school year.

LEGAL REF: G.S. 115C-336 to 369; G.S. 115C-105.48; 20 U.S.C. 6316; 20 U.S.C.7912; State Board of Education Policy SS-A-006.

4132.10 Procedures for Transfer Application and Appeal

Application Timelines: Applications for transfer may be submitted between March 1 and May 1 of each year to the Office of Student Assignment. Students who apply for transfer between March 1 and May 1 shall be notified of a decision on or before June 1.

Late transfer applications (those submitted after May 1) will be considered only if extenuating circumstances exist. Such circumstances include an unanticipated and significant change in the student's status occurring after May 1 or other circumstances outside of the parent's/guardian's control that prevented them from meeting the application deadline. (Being unaware of the deadline is not considered an extenuating circumstance). Late transfer applicants will be notified of a decision within fifteen days of receipt of the application.

Decision and Appeal: If the Office of Student Assignment denies an application for transfer, it shall notify the student in writing by U.S. mail. The student may appeal the decision in writing to the Superintendent within five days after receipt of the notice. The Superintendent will review the appeal and send a decision letter to the student by certified mail within five days of receiving the appeal.

If the Superintendent denies the appeal, the applicant may appeal to the Board of Education in writing within five days after receiving the Superintendent's notice. The applicant shall be entitled to a hearing before a panel of the Board, to occur within ten days of the Board's receipt of the appeal whenever practicable. The panel's decision shall be submitted to the full Board for final determination. The Board shall review the panel's decision and send the parent/guardian notice of the Board's decision by certified mail within five days after the Board's meeting. Both the panel and the full Board shall base their decisions on a consideration of the best interests of the child, the orderly and efficient administration of the public schools, the proper administration of the school to which reassignment is requested, and the instruction, health, and safety of the pupils there enrolled.

Para leer en español

[Vea en formato PDF](#)

Legal Reference: G.S.115C-366, -369

Adopted Effective: July 2, 1992

Revised: November 13, 1997 Revised Effective: July 1, 1999

Revised: June 7, 2001

Revised Effective: June 15, 2006

Revised Effective: July 1, 2008 (Board approved - June 26, 2008)

Revised Effective: December 18, 2008

Revised Effective: November 19, 2009

Revised Effective: April 29, 2010

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One Vision. One Durham.

Date: August 6, 2013

Durham Public Schools SUPPORT SERVICES COMMITTEE PRECIS

Agenda Item: Durham Public Schools' Family Academy

Staff Liaison Present: Kendra O'Neal-Williams
Dietrich Danner

Phone #: 560-3699
560-3816

Main Points:

- Administration will provide information on the Family Academy. The update will include progress to date regarding the Family Academy charter and highlights of the Family Academy *Parents as Partners Festival* to be held Saturday, September 7, 2013 from 10:00 AM – 2:00 PM at Hillside High School.
- Administration presents this agenda item for information.

Fiscal Implications:

- These efforts are supported through local funds.

Strategic Plan Alignment:

- **Goal 2.4 Strategy 2** – Establish a Family Academy in partnership with local educational institutions and parent-support agencies
- **Goal 2.4 Strategy 5** – Link families with community agencies (public libraries, community learning centers and universities) to provide access to supplemental resources outside of the classroom.

Purpose

Information

Discussion

Reviewed by:

Finance ___ **Attorney** ___

Durham Public Schools ***Family Academy***

Support Services Committee **August 6, 2013**

Kendra O'Neal-Williams
Community Education Director

Dietrich Danner
Professional Development Coordinator

Overview

- Durham Public Schools' Strategic Plan
- Research
- The Vision
- Family Academy Design Team
- Desired Results
- Family Academy Timeline
- Stakeholder Feedback/Touchpoints
- Program Strands
- *Parents as Partners: Family Academy Festival*

The Vision

The DPS Family Academy will serve as the *comprehensive* center for family and community engagement to empower families with the training, information and support needed to help them become full partners in education.

“Empowering families. Empowering children.”

Family Academy Design Team

Advanced Academics - DPS*	Durham Association of Educators	East Durham Children's Initiative	Parent Representative
Board of Education	Durham Committee on the Affairs of Black People	El Centro	Professional Development – DPS*
Childcare Services Association	Durham County Department of Public Health	El Futuro	Public Information and Community Engagement – DPS*
City of Durham	Durham County Library	English as a Second Language (ESL)	PTA Council
Community Education – DPS*	Durham Parks and Recreation	Exceptional Children (EC)*	Student Services – DPS*
Communities In Schools	Durham Peoples' Alliance	North Carolina Central University	Title I – DPS*
Duke Office of Regional Affairs	Durham Technical Community College	North Carolina Cooperative Extension	YMCA

**Members of the DPS Project Planning Team*

Desired Results

Establish a district-wide Family Academy to support families by providing:

- Support in their child's academic, personal and social development
- Programs/services to strengthen family units
- Information on parent rights, responsibilities and educational opportunities available to them
- Communicate school and community-based opportunities available to families

Family Academy Timeline

PLAN:

Sept - Dec 2012

- Research
- Desired Results
- Develop contact database
- Use Survey Data to inform FA program offerings
- Organize Planning Team

DEVELOP:

Jan - April 2013

- Survey stakeholders
- Develop FA Infrastructure
- Design Course/Class strands
- Develop review process for external agencies
- Develop website
- Plan Sept. FA launch event
- Address participation barriers - location of offerings, times, frequency, etc.
- Develop contact database

IMPLEMENT:

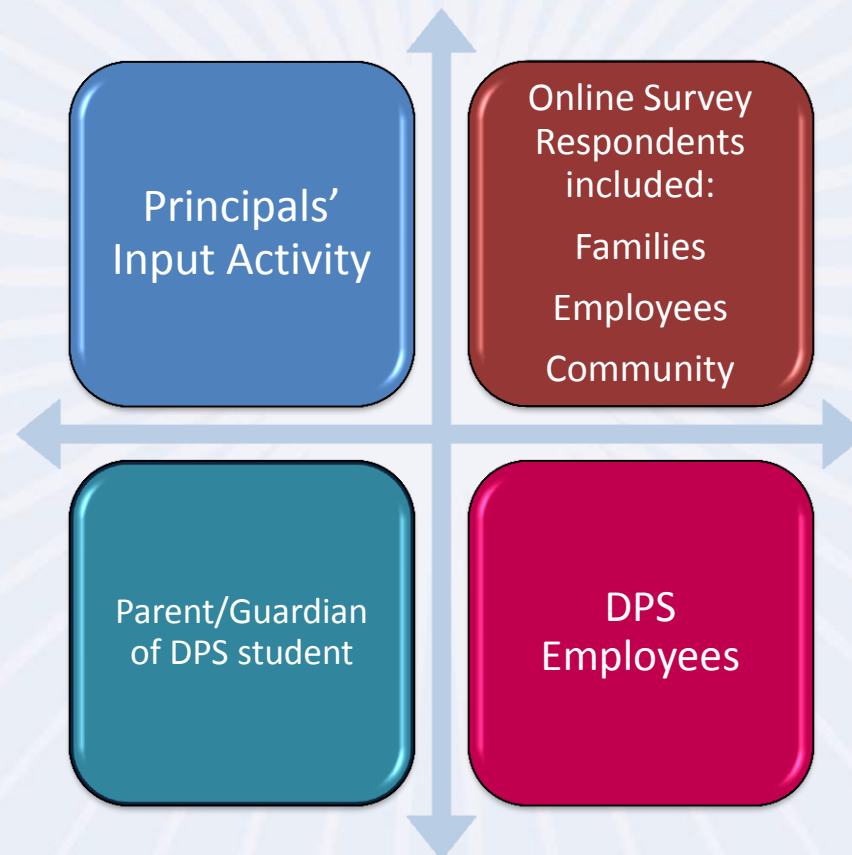
May 2013 - ONGOING

- Finalize course/class offerings
- Finalize Launch event details
- Develop registration and tracking process for fall classes
- Publicize & Market FA to families
- Confirm classes for fall catalog
- Launch FA website
- Launch FA festival website

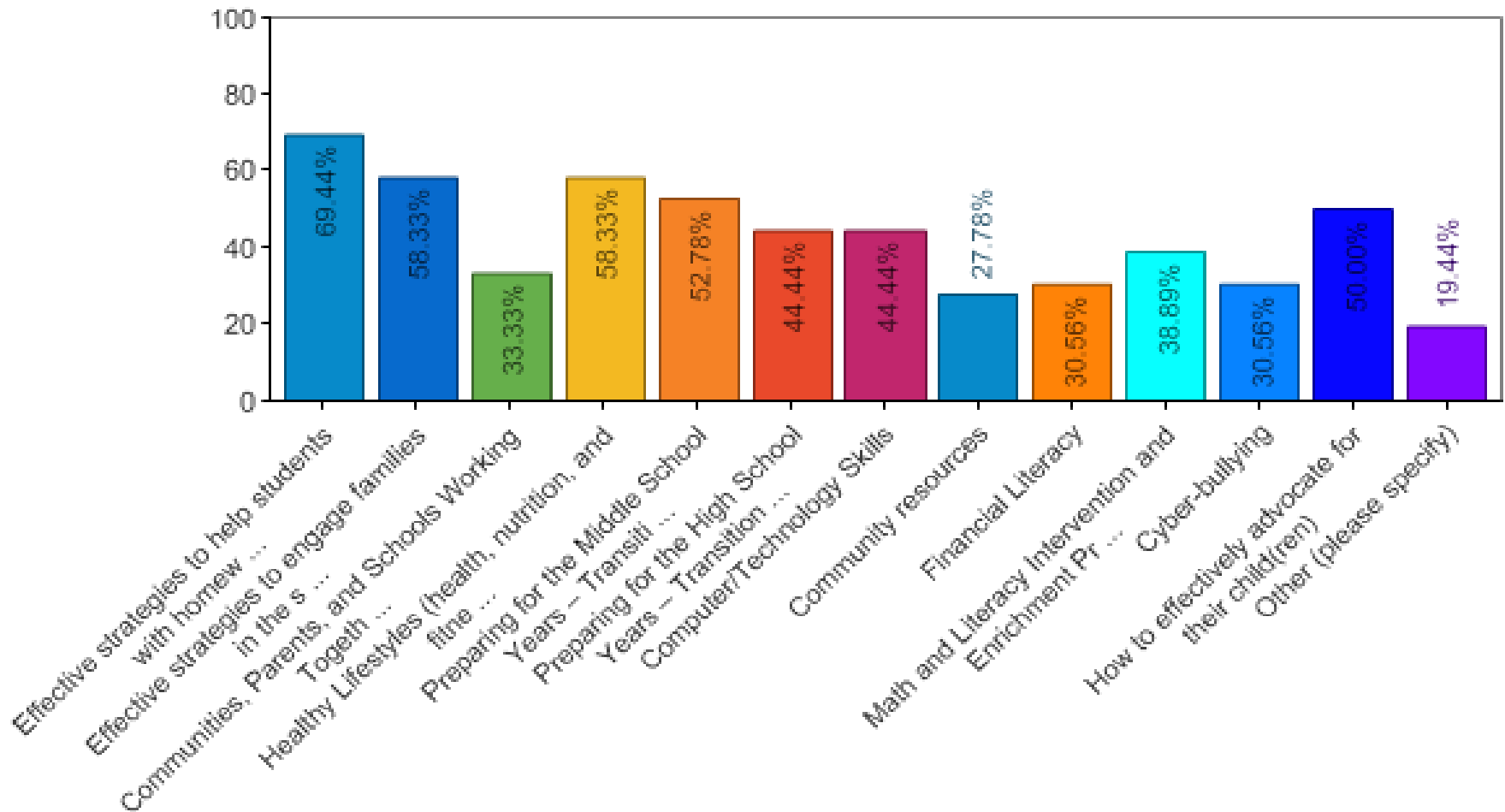
Stakeholder Feedback

- Families, employees and community provide valuable input
- Survey results helped identify family interests and needs
- Survey accessible via the Title I Resource Fair in Spring 2013
- Survey results are one of the tools utilized by the FA Advisory Team to determine initial class offerings

Family Academy Survey: Stakeholder Touchpoints



Most Beneficial Support Activities



Connect with Your School

Provide information that can empower families to advocate and raise confident educated children equipped for success.

Sample Program Offerings:

- 1. Parent Power – The Importance of Being Involved*
- 2. Transitioning from Elementary to Middle to High School – The Process*
- 3. Graduation Coach - High School Graduation*
- 4. Navigating Your Child's School*

Engage Together for School Success

Provide families information and support in meeting their children's academic needs and opportunities (i.e., literacy, math, and science enrichment, etc.).

Sample Program Offerings:

- 1. Enhancing Student Literacy and Character Development*
- 2. Homework Helper Initiative*
- 3. Everyday is Math*
- 4. Drop Everything and Read (D.E.A.R.)*

Live Healthy and Strong

Support families with information and activities that promote healthy living, physical, and emotional development.

Sample Program Offerings:

- 1. Family Wellness and Fitness – Zumba!*
- 2. Family Outings*
- 3. Eat Smart, Live Strong – Heart Healthy Cooking*
- 4. Stress Reduction*

Boost Family Success

Engage families in personal and professional development (i.e., financial literacy, continuing educational opportunities, and career development).

Sample Program Offerings:

- 1. Computer Training for Parents/Families*
- 2. Powerful Tools for Caregivers*
- 3. Financial Literacy*
- 4. Career Development and Job Marketing*

Family Academy Festival



Parents as Partners: *DPS Family Academy Festival*

Saturday, September 7, 2013

10:00 a.m. - 2:00 p.m.
Hillside High School
3727 Fayetteville Street
Durham, NC 27707

Fun and learning for the whole family

- Wellness activities, including Zumba!
- Sample our Family Academy courses
- Student performances
- Raffles
- Fun for the kids: A bouncy house!
- Face painting! Bike safety! Food!



Through DPS Family Academy you can:

- Connect with your school
- Work together for your child's success
- Live healthy and strong
- Empower your family



Padres como parte del equipo: *Festival de la Academia familiar de DPS*

Sábado 7 de septiembre de 2013

10:00 a.m. - 2:00 p.m.
Hillside High School
3727 Fayetteville Street
Durham, NC 27707

Diversión y aprendizaje para toda la familia

- ¡Actividades para la salud, incluyendo Zumba!
- Eche un vistazo a los cursos de nuestra Academia familiar
- Actuaciones de los estudiantes
- Rifas/sorteos
- Diversión para los niños: Bouncy house ¡Pintura de cara!
¡Seguridad en el uso de la bicicleta!
- ¡Comida!



A través de la Academia familiar de DPS usted puede:

- Conectarse con la escuela
- Trabajar juntos para el éxito de su hijo/a
- Vivir sano y fuerte
- Fortalecer a su familia

These flyers were inserted in all Durham Co. water bills in July.

Family Academy Festival website

POPULAR LINKS

Family Festival Menu

- [Festival Home](#)
- [Festival Registration](#)
- [Festival Information](#)
- [Media Releases](#)
- [Schedule of Events](#)
- [Participating Agencies](#)
- [Directions & Contact Information](#)
- [Family Academy Description](#)

YOU ARE HERE: HOME , COMMUNITY , FAMILY ACADEMY , FAMILY ACADEMY FESTIVAL

Parents as Partners: DPS Family Academy Festival

Info Welcome! You are now logged in.

"Parents as Partners"



Family Academy Festival

Saturday, September 7, 2013

10:00am 2:00pm

Family Academy Festival Location

Hillside High School
3727 Fayetteville Street
Durham NC, 27707

Contact Information

Community Education Department
Family.Academy@dpsnc.net
(919)-287-4194 Ext 30319
(919)-560-3820 Fax
2107 Hillandale Road
Durham, NC 27705



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

Discussion