

ORANGE COUNTY  
BOARD OF EDUCATION

AGENDA ITEM ABSTRACT

Meeting Date: September 9, 2013

AGENDA ITEM No. 13-09-09

ACTION: (Y/N) Y

SUBJECT: Boomerang Program Memorandum of Agreement

INFO. CONTACT: Dr. Denise Morton PHONE: 919-732-8126

ATTACHMENTS: 1. Boomerang Program Memorandum of Agreement and Rider

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**PURPOSE:** To request the Board of Education approve the attached Boomerang Program Memorandum of Agreement.

**BACKGROUND:** Boomerang is a community-based program located at the Chapel Hill YMCA. It opened its doors in 2006 as a pilot program whose purpose was to serve short term suspended students from the high schools in Chapel Hill-Carrboro City Schools. Since then, the program has been expanded to serve all middle and high schools in Orange County. Orange County Schools began using the services of the program in 2010. The Boomerang program operates at no cost to students and families. Parents are responsible for providing transportation for their child to and from the program. If it is a hardship, the Boomerang program will supply the parent with a one-time \$25 gas card.

Boomerang's overarching mission is designed to help reduce school suspension rates as well as provide early intervention for youth who may be at-risk for dropping out. Typically, there are 5 to 8 students served by the program on any given day. The maximum daily capacity is 10 students.

**FINANCIAL IMPACT:** Orange County Schools provides \$10,000.00 (from dedicated at-risk funding) to Boomerang as financial support for the program.

**RECOMMENDATION:** The Superintendent recommends the Board of Education approve the attached Boomerang Program agreement.



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

Memorandum of Agreement  
Between  
Boomerang and  
Orange County Schools (OCS)

Boomerang and OCS recognize that their enhanced collaboration represents an essential step in reducing risk factors that suspended students often face and which impact their academic performance, school attendance and other areas of their lives that are important predictors of current and future success. In entering this MOA, both parties agree that,

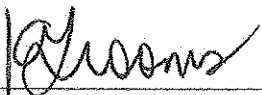
1. Boomerang, a community-based alternative to suspension program, will provide short-term suspended middle and high school students from OCS with a supervised and positive environment during the hours of 9AM-2PM, Monday to Friday.
2. School administrators will refer students for a minimum of 3 days (2 days if the student is court involved) and a maximum of 10 days. If OCS makes a request for placement beyond 10 days for a student to stay in the Program or for a student who is not on suspension but awaiting a school placement, a separate *Transitional Referral* is required. Boomerang Directors will review these referrals and make a decision on a case-by-case basis.
3. Each OCS middle and high school administrative team will be responsible for referring short-term suspended students to Boomerang and for providing referred students and their families the primary Boomerang information packet prior to their arrival to the Program.
4. The referring administrator will be responsible for submitting the referral to Boomerang prior to the student beginning the Program.
5. An identified representative from the referred student's assigned school will participate in a Wrap-Up meeting (either in person or virtually) to guide the transition of the student back to their home school.
6. Boomerang will maintain student attendance records to share with OCS on a daily basis (Mon. - Fri.).
7. OCS agrees to provide data on students recommended or referred to Boomerang as needed for program evaluation purposes; this includes but is not limited to: suspension, drop out, grade retention and promotion data. In addition, OCS agrees to provide similar data on a control group of OSS students that does not attend Boomerang. Confidentiality Protection: Boomerang will protect the identity of individual students when using data for research, reporting and evaluation purposes that are available to the general public.
8. In exchange for this service, the Orange County School System will pay Boomerang \$10,000 to be distributed in quarterly installments of \$2,500 each. Boomerang funds are managed by the Chapel Hill-Carrboro YMCA (federal tax ID # 56-0899075) and should be mailed to 980 MLK Jr. Blvd, Chapel Hill, NC 27514, attention Kim Grooms, Executive Branch Director.

9. A representative from OCS will serve on a Boomerang Advisory Committee.
10. Boomerang will provide OCS with quarterly reports, including program statistics.
11. This agreement runs from August 15, 2013 through June 15, 2014. Both parties will consider an annual renewal of the MOA at the end date.
12. Should disputes emerge during the period of this agreement, the parties will seek resolution through open discussions in a spirit of collaboration, and if feasible, face-to-face problem-solving by a mutually agreeable third party before taking the grievance to an outside arbiter.

Accepted by:

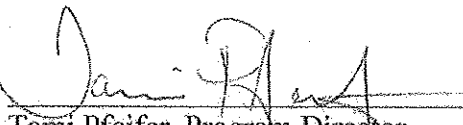
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Dr. Denise Morton, Chief Academic Officer  
Orange County Schools

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kim Grooms, Executive Branch Director  
Chapel Hill-Carrboro YMCA

7-30-13

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tami Pfeifer, Program Director  
Chapel Hill-Carrboro YMCA Boomerang Program

7-31-13

\_\_\_\_\_  
Date

2013-2014 Memorandum of Agreement

Program: Boomerang

Parties: Orange County Schools, Boomerang, and Chapel Hill-Carrboro YMCA

**General Provisions/Miscellaneous.**

1. Confidentiality of Student Records. OCS will require signed parental consent form before providing confidential student information to the YMCA. The YMCA (the "Provider") agrees that all student records, if any, obtained in the course of providing services to the OCS students under this MOA shall be subject to the confidentiality and disclosure provisions of applicable Federal and State statutes and regulations, and OCS policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider 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 Provider. The Provider shall not forward to any person other than the parent or OCS any student record, including, but not limited to, the student's identity, without the written consent of the parent and OCS. Upon termination of this MOA, Provider shall turn over to OCS all student records of OCS's eligible students to whom the Provider has provided services under this MOA.
2. Research. Any research concerning OCS students to be conducted by Boomerang pursuant to this MOA must be in full compliance with Orange County Board of Education Policy 3325, *Research*, and the accompanying Policy 3325-P *Research Procedures*. Any research or reports generated by the YMCA or Boomerang may not contain any personally identifiable student information.
3. Nonappropriation. Pursuant to N.C. General Statute 143C-6-8, it is understood and agreed between the parties that any payment obligation of the OCS under this MOA is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
4. Criminal Background Checks/Sex Offender Registry Checks. Boomerang will conduct criminal background checks on their respective personnel who will have contact with students; or, in the alternative, Boomerang will provide sufficient information to OCS to conduct such checks. Such checks shall include checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Such background checks must be completed prior to Boomerang assigning any personnel to provide services to the OCS or any services to OCS students. Boomerang shall not allow any person to provide on-campus services to the OCS or services to any OCS students if such person has been convicted of (1) a felony, or (2) any crime, whether felony or misdemeanor, that in OCS's reasonable judgment indicates the person may pose a threat to the safety of OCS staff or students. Under no circumstances shall any individual who is listed on one of the three sex offender registries listed above have any direct interaction with students at the direction of Boomerang.
5. Liability. Each party agrees to assume liability for its own acts or omissions, or the acts or omissions of their employees, agents, and volunteers, during the term of this MOA.

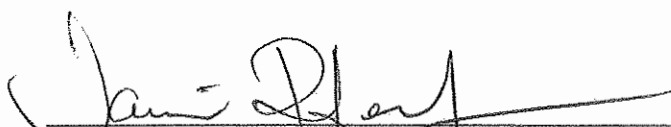
2013-2014 Memorandum of Agreement  
Program: Boomerang  
Parties: Orange County Schools, Boomerang, and Chapel Hill-Carrboro YMCA

IN WITNESS WHEREOF, the Parties agree to the terms and have caused this Agreement to be duly executed by their authorized representatives as of the Effective Date.

CHAPEL HILL-CARRBORO YMCA

  
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Kim Grooms, Executive Branch Director

8/26/13  
\_\_\_\_\_  
Date

  
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Tami Pfeifer, Program Director  
Chapel Hill-Carrboro YMCA Boomerang Program

8/23/13  
\_\_\_\_\_  
Date

ORANGE COUNTY BOARD OF EDUCATION  
By: Donna Coffey, Board Chair

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(Signature) (Date)

Attest: Dr. Del Burns, Interim Superintendent

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(Signature) (Date)

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

Donna Brinkley, Chief Financial Officer

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(Signature) (Date)

Account Code: 1. 5310.069.311