

ORANGE COUNTY  
BOARD OF EDUCATION

AGENDA ITEM ABSTRACT

Meeting Date: August 12, 2013

AGENDA ITEM No. 13-08-09

ACTION: (Y/N) Y

SUBJECT: Juvenile Court/School Liaison Memorandum of Agreement, 2013-2014

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

ATTACHMENTS: 1. Juvenile Court/School Liaison Memorandum of Agreement for 2013-2014

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**PURPOSE:** To consider approving the Juvenile Court/School Liaison Memorandum of Agreement for the 2013-2014 school year.

**BACKGROUND:** This is an annual memorandum of agreement which is with the North Carolina Administrative Office of the Courts and Judge Joseph Buckner, Chief District Court Judge, Judicial District 15B. Orange County Schools has been in agreement with the courts for many years for this service.

**FINANCIAL IMPACT:** Funding is available in Program Code 69 – at-risk funds - to pay the fee of \$12,369.00 to the North Carolina Administrative Office of the Courts (NCAOC) for the 2013-2014 school year. There is a provision in the MOA that it could be necessary to increase the payment if the person in the position has an increase in compensation or benefits. This increase would become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, however, the Grantors must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the Grantors do not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this MOA by writing a letter to NCAOC or the Judge giving 60 day notice.

**RECOMMENDATION:** The Superintendent recommends that the Board approve this Memorandum of Agreement with the North Carolina Administrative Office of the Courts to provide Juvenile Court/School Liaison services for the 2013-2014 school year.

**NORTH CAROLINA**

**ORANGE COUNTY**

**THIS MEMORANDUM OF AGREEMENT (MOA)** is made and entered into, as of the date of the last signature below (the "Effective Date") by and between the **Chapel Hill-Carrboro City Schools, Chatham County Schools, Orange County Schools, the Chatham County Juvenile Crime Prevention Council, and Orange County Juvenile Crime Prevention Council** (hereinafter "the Grantors"); **Judge Joseph Buckner**, Chief District Court Judge, Judicial District 15B (hereinafter "the Judge"); and the **North Carolina Administrative Office of the Courts** (hereinafter "the NCAOC").

**WITNESSETH**

**THAT WHEREAS**, the Grantors have agreed to provide funds to allow the Judge to hire one Juvenile Court/School Liaison to provide liaison services between the local juvenile courts and the three school systems encompassing Judicial District 15B;

**WHEREAS**, G.S. §§7A-300 and 153A-212.1 permit a cooperative arrangement to pay for the compensation and expenses of the Juvenile Court/School Liaison listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out, which could not otherwise be provided using State funds;

**WHEREAS**, the NCAOC Director has found that the Grantors and Judge have made a showing that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving a threat to public safety;

**WHEREAS**, the Grantors have appropriated funds in the amount of \$50,428 to implement a program of expediting these cases and have budgeted the annualized sum to pay for the personnel position costs for the position listed in Appendix A, with \$12,369 contributed by each of the three school systems, \$4,441 by the Chatham County Juvenile Crime Prevention Council and \$8,880 by the Orange Juvenile Crime Prevention Council;

**WHEREAS**, the NCAOC is responsible for administering the receipts and expenditures of the Judicial Department, including the Judge's office; and

**WHEREAS**, the parties hereto have mutually agreed to the terms of this MOA as hereinafter set out.

**NOW THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the Grantors do hereby agree to provide funds and the NCAOC agrees to administer those funds on behalf of the Judge for the position shown in Appendix A.

**THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:**

1. The term of this MOA shall be for a period of one year, beginning on July 1, 2013 and terminating on June 30, 2014.
2. The employee under this contract will be the employee of the Judge for all purposes, and shall be hired by and work under the supervision and direction of the Judge for Judicial District 15B.
3. The Grantors will be responsible for paying the personnel and operating costs as budgeted and other related costs that may arise. Any changes in salary shall be communicated in writing to the Grantors, the Judge, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The Judge shall provide space and furnishings for their staff positions under this agreement commensurate with other staff offices, using space already provided by the County. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this MOA, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or Grantors be responsible for the hiring or supervision of the positions.
4. The Grantors shall provide funds to the NCAOC Deputy Director for Financial Services as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the Counties' financial obligation above and beyond the base amount indicated in Appendix A should a claim be filed.
5. The Grantors agree to provide to the NCAOC all operating costs associated with the position in this contract in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as outlined in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the Grantors, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The Grantors will submit payment upon the receipt of a detailed invoice.
6. The Grantors agree that it will increase the payments under this MOA by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this MOA, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, however, the Grantors must agree in writing to any amount in excess of ten percent

(10%) of the total contract amount. If the Grantors do not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this MOA in accordance with paragraph 9 below.

- a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity.
  - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102
  - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
  - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
7. The Grantors agree to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Department. The Grantors agree to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement or future comparable agreements. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase worker's compensation insurance to cover any workers' compensation claims that may be filed in accordance with this MOA. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the Grantors for payment of any and all costs arising from an unemployment, workers' compensation and/or disability claim and for insurance premiums and deductibles and the Grantors shall pay any invoice not later than 60 days after the Grantors' receipt of the invoice.
8. The NCAOC and the Grantors shall maintain all appropriate documentation of expenditures under this MOA for examination by the Office of the State Auditor.

Upon request, the NCAOC shall provide to the Grantors copies of said documentation and the Grantors shall provide to the NCAOC copies of such documentation.

9. This MOA may be terminated by the Grantors, the NCAOC, or the Judge upon giving sixty (60) days' notice in writing or by mutual consent of all of the parties.
10. The Judge shall immediately advise the Grantors in writing if the position is vacated. Said vacancy will terminate the operation of this MOA and result in the elimination of the position from the Judicial Department payroll.
11. It is understood and agreed between the Grantors, the Judge, and the NCAOC that the extension or renewal of payment specified in this MOA, is dependent upon and subject to the allocation, availability, or appropriation of funds by the Grantors.
12. It is understood and agreed between the Grantors, the Judge, and the NCAOC that nothing in this MOA shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this MOA.
13. The terms of this MOA may be extended or modified by written amendment executed by all the parties.
14. This MOA, including Appendix A attached, is the entire agreement among the parties and there are no other agreements, oral, written, expressed or implied.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this MOA as of the Effective Date. The undersigned Grantors agree to provide the NCAOC with copies of minutes or other documentation authorizing him to execute this contract on behalf of the Grantors.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CHAPEL HILL – CARRBORO CITY SCHOOLS**

BY: \_\_\_\_\_  
Tom Forcella, Superintendent

\_\_\_\_\_  
Ruby Pittman, Executive Director  
Budget and Finance

**CHATHAM COUNTY SCHOOL SYSTEM**

BY: \_\_\_\_\_  
Robert L. Logan, Superintendent

\_\_\_\_\_  
Tony Messer, Chief Operating Officer

**ORANGE COUNTY SCHOOL SYSTEM**

BY: \_\_\_\_\_  
G. Patrick Rhodes, Superintendent

\_\_\_\_\_  
Donna Brinkley, Finance Officer

**CHATHAM COUNTY JUVENILE CRIME PREVENTION COUNCIL**

BY: \_\_\_\_\_  
Lisa West, Chairperson

**ORANGE COUNTY JUVENILE CRIME PREVENTION COUNCIL**

BY: \_\_\_\_\_  
Jeff Nieman, Chairperson

**CHIEF DISTRICT COURT JUDGE  
JUDICIAL DISTRICT 15B**

BY: \_\_\_\_\_  
Judge Joseph M. Buckner

**NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS**

BY: \_\_\_\_\_  
Judge John W. Smith, Director

The Orange County Finance Officer and the Chatham County Finance Officer are signing for the limited purpose of reporting that this instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, since Orange County handles the financial accounts and records for the Juvenile Crime Prevention Council.

\_\_\_\_\_  
Orange County Finance Officer

\_\_\_\_\_  
Chatham County Finance Officer

**APPENDIX A**

**Estimated Contract/Grant Cost**

06/05/13

Invoices will be based on actual, not estimated, costs.

**Position Title: PROJECT COORDINATOR**

Incumbent: M. Rebecca Worley (2100-2753)

		<b>FY 2014 Original</b>	<b>FY 2014 Adjust- ments</b>	<b>Projected FY 2014 Costs</b>
<b>Salary &amp; Longevity</b>		32,384		32,384
<b>Social Security 7.65%</b>		2,477		2,477
<b>Retirement 14.75%</b>		4,777		4,777
<b>Health Insurance</b>		5,402		5,402
<b>Workers' Compensation</b>		324		324
<b>Office Supplies</b>		360		360
<b>Postage</b>		485	-485	0 2
<b>Conference/Training Registration Fees</b>		155		155 1
<b>Other Administrative Expenses</b>		500	-500	0 2
<b>Office Equipment</b>				
File cabinet	N/R	360	-360	0 3
Portable calculator	N/R	20	-20	0 3
<b>Hardware, Software, Support Services</b>		904		904
<b>Telecommunications</b>				
Equipment, wiring, installation	N/R	600	-600	0 3
Phone line		285		285
Data connectivity		207		207
Cellular phone service		450		450
<b>In-State Travel</b>				
Mileage (4960 miles x \$0.50/mile)		2,480		2,480 1
Lodging (2 days x \$75/day)		150		150 1
Meals (2 days x \$36.35/day)		73		73 1
	<b>Total Cost</b>	\$52,393	-\$1,965	\$50,428
	<b>Total Recurring Cost</b>	\$51,413	-\$985	\$50,428
	<b>Total Non-Recurring Cost</b>	\$980	-\$980	\$0

Non-recurring (N/R) costs are incurred when a new position is created or equipment is purchased or replaced.

1 Project Director will not authorize any travel in excess of the budgeted amount.

2 AOC waives recoupment in FY 2014.

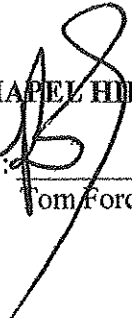
3 Expenses not anticipated in FY 2014.




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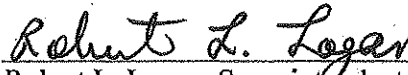
This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CHAPEL HILL - CARRBORO CITY SCHOOLS**

BY:   
Tom Forcella, Superintendent

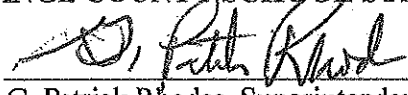
  
Ruby Pittman, Executive Director  
Budget and Finance

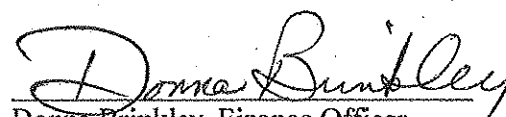
**CHATHAM COUNTY SCHOOL SYSTEM**

BY:   
Robert L. Logan, Superintendent

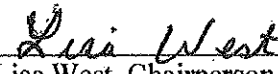
  
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\_\_\_\_\_  
Orange County Finance Officer

*Vicki McConnell*  
\_\_\_\_\_  
Chatham County Finance Officer