

**ORANGE COUNTY
BOARD OF EDUCATION**

AGENDA ITEM ABSTRACT

Meeting Date: November 1, 2010

AGENDA ITEM No. 10-11-09

ACTION ITEM: (Y/N) Y

SUBJECT: Chapel Hill Training Outreach Project (CHTOP) Lease

INFO. CONTACT: Dr. George McFarley **PHONE:** 919-732-8126

ATTACHMENTS:

1. Letter dated February 11, 2010 from Chair, Orange County Board of County Commissioners.
2. REVISED Lease Agreement.
3. KidScope programs located at 500 N. Nash Street (provided by KidScope staff).
4. KidScope website information.

PURPOSE: To provide the Board of Education with the opportunity to consider for approval the revised lease of Building #5 on the Hillsborough Elementary School (HES) campus to CHTOP. The KidScope and Children's Learning Center programs are administered by CHTOP and are housed at this site.

BACKGROUND: CHTOP's KidScope/Children's Learning Center programs are located on the HES campus. OCS has leased this space to CHTOP for \$25,500 annually through a series of one-year leases since 2007. The most recent lease expired June 30, 2010; however, CHTOP continues to make monthly payments of \$2,125. In a letter dated February 11, 2010 (ATTACHMENT 1), the Chair of the Orange County Board of County Commissioners requested relief of the annual lease fee on behalf of CHTOP's KidScope Program.

Currently these programs provide educational services to twenty-five (25) pre-school aged children with and without developmental disabilities. More specifically, eleven (11) students with special needs are from the Orange County Schools district, zero (0) are from the Chapel Hill-Carrboro Schools district, and the remaining thirteen (13) students are typically developing children placed there by parents for childcare purposes.

Orange County Schools uses KidScope as a developmental day site. Developmental day programs are programs designed to provide special education services to preK children (ages 3-5). Developmental day funding is provided by the state to deliver these services. Orange County Schools received \$10,041 per student and the state has allotted the district funding for eight (8) students for a total of \$80,328. Federal laws require school systems to provide preK services to children with developmental delays. Without KidScope services, Orange County Schools would be required to provide services for the six students who attend. Orange County Schools does not pay any local funds to provide these services; they are all paid by the state. As a rule, developmental day funds are only provided for use with approved developmental day sites. Specific services provided by KidScope include: 1) Cognitive Therapy; 2) Physical Therapy; 3) Speech Therapy; and 4) Occupational Therapy. If Orange County Schools were to provide these services, an entirely new classroom would need to be set up and staffed. Staffing costs would be \$126,000. The average cost of setting up a preK classroom is \$35,000. More background on KidScope is provided in ATTACHMENT 3 & 4.

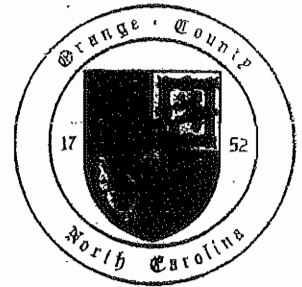
FINANCIAL IMPACT: The direct financial impact will be a \$25,500 reduction in revenue for the Board of Education. This revenue loss is offset by the \$80,328 in developmental day funding and by the value added by the services provided to the high needs students served by KidScope. The costs associated with the operation of the physical plant of Building #5 on the HES campus would be assumed by OCS.

RECOMMENDATION: The Superintendent recommends the Board of Education approve the revised lease of Building #5 on the Hillsborough Elementary School to CHTOP.

ATTACHMENT 1

VALERIE P FOUSHEE, CHAIR
BERNADETTE PELISSIER, VICE
CHAIR
LUCY M. GORDON
HEMMINGER
Y JACOBS
KIMBERLY NELSON
STEVE YUHASZ

ORANGE COUNTY BOARD OF COMMISSIONERS
POST OFFICE BOX 8181
200 SOUTH CAMERON STREET
HILLSBOROUGH, NORTH CAROLINA 27278



February 11, 2010

Dr. Anne Medinblik, Chair
Orange County Board of Education
200 East King Street
Hillsborough, N.C. 27278

Dear Anne:

Thank you for the continued interest shown by the Orange County Board of Education in the programs provided by The Children's Learning Center located at Hillsborough Elementary School.

You and your board are doubtless aware that, in dealing with a difficult revenue picture, we discovered several years ago that KidSCOPE had been hit by the additional burden of \$25,000 to cover the newly-imposed cost of renting space at Hillsborough Elementary.

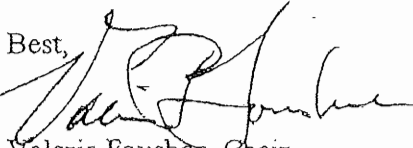
Now that the county has agreed to lessen the pressure on OCS to secure adequate, centralized administrative space by offering use of a large part of the Whitted building at minimal cost, we ask that you and your board please re-examine the decision to charge rent for space occupied by The Learning Center.

The services provided go primarily to OCS students. Having such a resource at the county school system's fingertips is surely valuable in and of itself. The past history of capital investment on behalf of the center, and of agreements willingly entered into by both the nonprofit and OCS, speaks to a pre-existing understanding.

Moreover, given the difficult financial circumstances confronting nonprofits swept up in so-called mental health reform, even an amount like \$25,000 is a burden for KidSCOPE, which in turn relies on the county for financial assistance.

The Board of Commissioners appreciates your kind attention to this matter. Please let us know if we may of further assistance.

Best,


Valerie Foushee, Chair
Board of County Commissioners

CC: Board of Commissioners
Frank Clifton, County Manager

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(919) 245-2130 • FAX (919) 644-0246

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ___day of _____, 2010,
by the Chapel Hill Training-Outreach Project, Inc., (hereinafter referred to as "CHTOP, Inc."),
and the Orange County Board of Education, a body corporate of the State of North
Carolina (hereinafter referred to as the "Board"):

WITNESSETH:

WHEREAS, CHTOP, Inc. has requested use of a portion of Hillsborough Elementary School for the purpose of providing educational services to children with developmental disabilities who are enrolled in the Children's Learning Center of Orange County; and

WHEREAS, the Board finds that the use of the space described thereafter is not necessary for public school purposes during the term of the Agreement: and

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement;

NOW, THEREFORE, pursuant to N.C.G.S. 1 15C-518; 115C-524 and 160A-274 and in consideration of such other mutual promises and covenants as hereinafter are contained, the Board CHTOP, INC. does hereby agree as follows:

1. Leasehold. The Board shall lease to CHTOP, INC. Building No. 05 of Hillsborough Elementary School.

2. Term. The term of this Agreement shall begin November 1, 2010, and will continue until October 31, 2011, unless earlier terminated as provided herein.

3. Maintenance and utilities: The Board shall be responsible for general maintenance of the building and equipment owned by the Board. CHTOP, Inc. shall be responsible for providing custodial services and shall pay for necessary utilities for said property.

4. Inspection. The Board reserves the right to enter and inspect the premises, at reasonable times, and to make necessary repairs to the premises and equipment owned by the Board, including large facility repairs due to age of equipment, vandalism, weather damage, etc. CHTOP, Inc. agrees to pay the costs for repair of damage to the premises caused by its use of the property.

5. Property Damage Liability. CHTOP, Inc. shall be responsible for repairing or reimbursing the Board for repairing all damage it shall cause to the facility hereby leased or other school property used in the exercise of this agreement. school fixtures, furnishings and other contents; and upon its vacating of the premises shall leave same in the same condition as it now exists. normal wear and tear and improvements made by CHTOP, Inc. excepted.

6. Insurance. CHTOP, Inc. shall maintain at all times during the term of this Agreement, at its sole expense, liability insurance in the minimum amounts of \$250,000 in the case of injury to one person, \$500,000 in the case of injury to more than one person in the same occurrence, and \$100,000 in the case of damage to property caused by the negligence or tort of any agent or employee of CHTOP, Inc. when acting within the scope of his authority or the course of his employment in performing the activities on or about the land or facilities encompassed within this Agreement. CHTOP, Inc. shall indemnify, protect, and save harmless the Board from and against loss or damage to any equipment or improvement placed by CHTOP, Inc. on the property subject to this Agreement when said loss or damage does not result from the Board's use of the property. In accordance with G.S. 1 15C-524, the Board shall not be liable for injuries

or death of any persons by reason of the use or maintenance of said property by CHTOP, Inc.. CHTOP, Inc. shall furnish the Board with evidence of all insurance policies required by this Agreement within 30 days of the execution of this Agreement. The policies shall provide that the insurance shall not be cancelled or coverage reduced without the insurance carrier first giving 30 days' written notice to the Board. The Board shall be named as additional insured on all insurance policies required by this Agreement.

7. Improvements: CHTOP, INC. agrees to plan and coordinate with the Board the construction of any improvements or structures on the premises. The Board reserves the right to disapprove any such plans. Any such plans disapproved by the Board shall not be implemented by CHTOP, Inc. All improvements of the property shall be the property of the Board, except that any equipment placed in the facility by CHTOP, INC. which does not become a fixture may be removed at the discretion of CHTOP, Inc.. Such removable equipment will remain the property of CHTOP, Inc.

8. Food Service. All food services for children attending the Children's Learning Center will be provided through outside contractors and managed by CHTOP, Inc. staff.

9. Playground Equipment and Use. CHTOP, INC. shall provide equipment on the playground built by the Learning Center as well as buildings for storage of equipment. CHTOP, Inc. shall retain ownership of playground equipment placed on the playground by CHTOP, Inc.

10. Transportation. The Board shall provide transportation for Orange County preschool children attending the Children's Learning Center during the regular school term and for any child receiving extended school year services through the Orange County Schools. CHTOP, Inc. shall arrange transportation for all preschoolers from other local educational agencies; and will

provide transportation for all children under three years of age. CHTOP, Inc. shall arrange transportation for children as needed when school is not in session.

11. Parking. CHTOP, INC. staff may use designated parking lots on school grounds. Reserved parking spaces will be provided for the Learning Center van and for the Center's agency cars.

12. Building Security. CHTOP, INC. shall be responsible for security of Building 05, including but not limited to, activation of the security system for Building 05. The Board shall be responsible for security for the remainder of the school grounds of Hillsborough Elementary School.

13. Fees Paid CHTOP, Inc. for Orange County School System Students. CHTOP, Inc. agrees to provide services to children who are determined by Orange County Schools to be eligible under Part C of the Individuals with Disabilities Education Act (IDEA) and whose needs are determined by an annual Individual Education Plan (IEP). Orange County Schools will pay an amount per student to be determined each year when developing the Developmental Day Contract.

14. Consideration. CHTOP, Inc. agrees to pay the Board the sum of one dollar (\$1.00) per year for the rental of said property, the first year's rent payable upon the execution of this instrument and each subsequent year's rent payable in advance on the beginning day of each subsequent year.

15. Termination. The Board reserves the right to terminate this Agreement for violation of the terms and conditions herein provided.

16. Assignment. CHTOP, Inc. may not assign this Agreement.

17. Nothing set forth herein shall limit or restrict the Board, its lessees or assigns, from use of the remainder of Hillsborough Elementary School provided that such use does not interfere with the terms and conditions of this lease.

IN WITNESS WHEREOF, the Orange County Board of Education has caused this Agreement to be signed in its name by its Chairman, attested by its Secretary, and sealed with its corporate seal, and the Chapel Hill Training-Outreach Project, Inc. has caused this Agreement to be signed in its name by its Executive Director, and all by authority duly given, the day and year first above written.

ORANGE COUNTY BOARD OF EDUCATION

By: _____

ATTEST:

CHAPEL HILL TRAINING-OUTREACH PROJECT, INC.

By: _____

Executive Director.

NORTH CAROLINA. ORANGE COUNTY

I _____ a Notary Public in and for the aforesaid State and County. certify that _____ personally appeared before me this day and acknowledged that he is Superintendent of the Orange County Board of Education. a body corporate under the laws of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself as its Superintendent.

Witness my hand and notarial seal this ____ day of _____, 2010.

Notary Public
My commission expires: _____

NORTH CAROLINA. ORANGE COUNTY

The undersigned, a Notary Public, hereby certifies that _____ personally appeared before me this day and, being duly sworn by me, acknowledged that he is the Executive Director of the Chapel Hill Training-Outreach Project, Inc. and existing under the laws of the State of North Carolina, and that by authority duly given and as the act of the agency, the foregoing instrument was signed in its name by him.

Witness my hand and notarial seal this _____ day of _____, 2010.

Notary Public
My commission expires: _____

KidSCOpe Programs located at 500 North Nash Street

The Children's Learning Center provides year round center-based early childhood child care annually to twenty-eight children ages two to five in an "inclusion" model for children who are **typically developing and those with developmental disabilities**. Children with disabilities have conditions such as autism, cerebral palsy, arthrogryposis and Down Syndrome receive early intervention services that research shows greatly increases their potential and reduces the need and cost for future services. Our children receive early childhood education activities, parent education, and, when needed, physical therapy, occupational therapy, speech therapy and mental health interventions. Children with special needs are placed at CLC through contract with local schools systems to meet a mandate to serve preschool children in the "least restrictive" community setting. The majority of the children who attend that are typically developing are Orange County School's residents. Currently, 5 of 7 spaces offered to Orange County Schools are filled. Four additional Northern Orange children (age 2) with special needs identified through the North Carolina Infant-Toddler program and two children with special needs not eligible for public school services are also being served. These 11-13 children bring our inclusion ratio to 50% special needs/50% typically developing, reflecting a best practice model.

In 1995 OPC Area Program and Orange County Schools, under the leadership of Superintendent William Harrison, collaborated to relocate CLC to Hillsborough as a part of the renovation of the old A.L. Stanback school. The relocation of CLC in the old band building was the result of many months of planning between Orange County Schools and OPC. Superintendent Harrison recommended supporting CLC as a long term commitment to families of young children with disabilities in Orange County and received unanimous Orange County School Board approval. In 1996, CLC was granted a long term lease for \$1 per year to be renegotiated every 5 years. Subsequently, OPC undertook a \$100,000 renovation of the building. **For ten years, this arrangement continued under not only Dr. Harrison, but under an interim superintendent and Superintendent Randy Bridges as well. In 2007, we were notified that we would need to pay 31,200 in rent, later reduced to \$25,200.**

Each year KidSCOpe serves approximately 200 children and families from the Orange County and Chapel Hill Carrboro City School districts (**80% from Orange County School district**), providing **high quality child care and special education, as well as child care consultation, early intervention, mental health and support services for families.**

In 1999, the OPC program for young children with mental health issues, KidSCOpe joined CLC at the Nash Street location. Our Community Outreach program provides support and training for families and local child care centers. 65% of those that we serve are in the Orange County School system. KidSCOpe is the only provider of mental health services to children ages birth to five in the surrounding area, and only one of a few in North Carolina. Since its inception in 1988, KidSCOpe has become recognized as a unique and valuable asset by Orange County families and children and community agencies, providing services that otherwise those families would not have access to.

(Information on program effectiveness and consumer satisfaction are available on request.)

Since 1996 KidSCOPE and Chapel Hill Training Outreach have contributed \$106,300 in building, ground improvements and maintenance as follows:

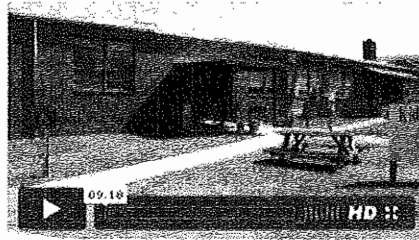
Other Building and Grounds Improvements

- In 1996, a \$30,000 HVAC system was installed in the whole building.
- In 1999, a new playground, funded by the Orange County Partnership for Children, Child Care Services Association and OPC was built at the cost of \$20,000.
- In 2003, OPC paid \$4,500 for new window blinds for the entire building.
- In 2006, Chapel Hill Training-Outreach Project updated plumbing and replaced ceiling grids and tile at a cost of \$15,000, and new \$8,000 HVAC unit.
- In 2005-06 and 2006-07, Chapel Hill Training-Outreach Project paid \$12,000 a year for cleaning of the building and grounds care.
- In 2007-08, Chapel Hill Training Outreach Project paid and continues, in 2010, to pay \$16,800 to a new cleaning and lawn care contractor **in addition to rent and utilities of \$25,200.**
- In 2010, the playground at CLC was created according to a “natural playground” design by the Natural Learning Institute at North Carolina State University. This model is a concept of Preventing Obesity by Design (POD), and funded locally by the Orange County Partnership for Children to give children an outdoor experience that promotes active play and curiosity. Community members, families, and CLC staff installed the playground on April 24, 2010 with many plants donated by local vendors. Our playground is now a model for North Carolina and staff has made presentations about its creation and benefits locally.

ATTACHMENT 4

[HOME](#) · [PROGRAMS](#) · [KidSCOpe](#)

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KidSCOpe Outreach

Children's Learning Center

Chatham Child Development Center

Contact

Donate to KidSCOpe

When playing this video, you may turn HD on or off by rolling your mouse over the video picture after it has started playing. The on-off button is in the upper right corner.

KidSCOpe

Early Intervention & Family Support

The KidSCOpe Early Intervention Program provides an array of services for young children with or at risk for developmental disabilities and their families in Orange and Chatham Counties, North Carolina. Programs include:

- [Community Outreach and Consultation](#)
- [Children's Learning Center](#)
- [Chatham Child Development Center](#)
- [Contact](#)

Community Outreach and Consultation

KidSCOpe Outreach for Orange and Chatham Counties in North Carolina provides services to over 300 children, age birth through five, who have, or are at risk for, developmental, behavioral and/emotional difficulties. KidSCOpe is an early intervention program that provides specialized mental health services to these children and their families. Outreach is the core of the KidSCOpe Program and provides the majority of direct services to individual children. Referrals to the program come from parents, the Children's Developmental Services Agencies, child care providers, DSS social workers, pediatricians, public health nurses and others. The Community Outreach Program is designed to be comprehensive and responsive in nature. Interventionists meet children, families and child care providers in the most "natural environment", such as home or child care setting. Main service components include special developmental instruction, play therapy for children, customized evaluation, individual counseling and education for families, technical assistance and training for caregivers, and case management.

Children's Learning Center

Located in Hillsborough, the Children's Learning Center is a 5-Star rated child development center providing year round child care for 26 children, age two to five, in two classrooms. The program operates an "inclusion" model for

Employment Opportunity for Infant Teacher at the CCDC in Siler City

Minimum qualifications include early Childhood CDA and working toward AA degree. Contact April Woody at 919-663-2221 or awoody@ccdc.chtop.org

New Services Available in Orange and Chatham Counties

MMMMMMMM
Due to a generous grant from the Children's Trust Fund, we are pleased to announce that KidSCOpe will be providing Parent-Child-Interaction Therapy (PCIT) to Orange and Chatham County families during this fiscal year. This evidence-based service is open to all families, regardless of insurance availability.

"Parent-Child Interaction Therapy (PCIT) is an empirically-supported treatment for young children that places emphasis on improving the quality of the parent-child relationship and changing parent-child interaction patterns. In PCIT, parents are taught specific skills to establish a nurturing and secure relationship with their child while increasing their child's pro social behavior and decreasing negative behavior."

[Click here to learn more](#)
MMMMMMMM

What type of families could be referred?

- Children having behavior problems, ages 2-7.
- Families seeking reunification.
- Foster families wishing to have more therapeutic training.
- Foster families adopting children.

Other families may be appropriate and may access this service on a case-by-case basis through our application process. Parents will need to agree to approximately 16 weeks of therapy.

If you are a family who needs this service or know a family you feel would be good for this program, please call or email to

children who are typically developing and those with or at risk for developmental disabilities in a 50/50 ratio.

Services include educational/developmental activities, parent education, case management, physical therapy, occupational therapy, speech therapy, transportation, and before and/after school care.

Along with its 5-Star rating which is the highest rating available through the North Carolina Division of Child Development, the CLC is accredited by the National Association for the Education of Young Children. Each of the two age-appropriate classrooms have a three to one student/ teacher ratio.

Child Care subsidy and a sliding fee scale are available to families. [Click here for a copy of the enrollment application.](#)

Chatham Child Development Center

Located at the Paul Braxton Center in Siler City, NC, the CCDC serves 37 children age 3, 4 and 5 in a 5-star rated program. Children with disabilities are served along side their peers by a specially trained staff with a developmentally appropriate curriculum that takes into account individual differences. For more information contact [Kim Palmer](#) at (919) 663-2221.

Contact

For more information, please contact [Linda Foxworth](#), Director.

For an application, please contact Marie Jost at 919-644-6590, ext 4821.

Therapists and other professionals, click here for the [Intake-Referral Form](#). Please print and FAX to Marie Jost at 919-644-7157.

The main office for the KidSCOpe program is located at 500 N. Nash St., Hillsborough, NC 27278.
Telephone: (919) 644-6590.

*KidSCOpe is a division of
The Chapel Hill Training-Outreach Project, Inc.*

discuss the application process. Feel free to forward this information to parties who might be interested.
Contact: Marie Jost at 919-644-6590 x 4810 or [e-mail to Marie Joist](#).

Chatham Parenting Now!

...is a 7-session positive parent support and education program open to all Chatham County families with children ages birth to 5 years. It offers classes throughout the county.

Interested parents should contact:
Sandra Clark
sclark@kidscope.chtop.org
919-824-5418

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