MEMORANDUM OF UNDERSTANDING
between
York County Truancy Prevention Initiative
&
York City School District

1. INTRODUCTION:

This Memorandum of Understanding (MOU) between the York County Truancy Prevention Initiative and the York City School District sets forth the agreement of the parties with respect to implementing the William Penn Youth Court Alliance. The York County Truancy Prevention Initiative is a program of the United Way of York County in partnership with the York County Bar Foundation. The Youth Court Alliance services provided by the York County Truancy Prevention Initiative are being paid by the Pennsylvania Commission on Crime and Delinquency and the parties agree that York City School District shall have no obligation for payment of the services.

2. RESPONSIBILITIES:

York County Truancy Prevention Initiative will:

- Offer an option, other than the traditional citation to the Magisterial District Court, aiming to re-engage truant ninth grade students and their families at William Penn.
- Train – every Wednesday afterschool from September 28 through November 30, 2011 – William Penn HS tenth, eleventh and twelfth graders about the law, balanced and restorative justice, diversion theory, civics, the legal process, and alternatives to truancy fines.
- Provide afterschool snacks, training materials, court materials, files, etc. used for the purpose of running the Youth Court Alliance.
- Meet with all Youth Court Alliance stakeholders each month to closely assess progress and discuss areas needing improvement.
- Carry general liability insurance for York County Truancy Prevention Initiative employees.
- Furnish proof of Child Abuse History Clearance, FBI Fingerprinting Clearance and Criminal Record Check for York County Truancy Prevention Initiative employees.
- Work closely with the Attendance Officer for William Penn Ninth Grade Academy to provide a seamless delivery of intervention and alternative services.
- Ensure parental consent prior to service commencement.
- Assist with linkage of student and family to community based services.

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- Provide family outreach services by working with families as partners to increase their active participation in their child's education.

- Complete all necessary referral paperwork.

- Provide an on-site printer and copier, as well as Youth Court Alliance files and security for files.

- Provide periodic updates and presentations to the York City School Board as requested.

York City School District will:

- Revise its current citation procedure for *truant William Penn Ninth Grade Academy students only* with the option of attending the Youth Court Alliance instead of going to the Magisterial District Court.

- Provide afterschool space for Youth Court Alliance Members (members are tenth, eleventh and twelfth grade students) in the Fall of 2011 on the half-day Wednesdays (2 hours) and as needed, after school on the full-day Wednesdays (1 hour); from September 28 to November 30, 2011.

- Provide a confidential space, such as a conference room table, for six to eight hours per week, for the Intake Clerk to meet with the student(s) and their families to fill out the necessary referral paperwork and to secure parental consent to participate in the Youth Court Alliance.

- Allow access to work tools which may include telephone, and periodic use of fax.

- Allow files (secured in filing cabinets paid for by York County Truancy Prevention Initiative) to be stored at William Penn HS Ninth Grade Academy.

- Allow Youth Court Alliance stakeholders to present the Youth Court Alliance model to school staff and school board members as requested.

3. CONDITIONS OF THE MOU:

- The term of this MOU will commence 8/1/11. It may be terminated with a 30-day written notice from either party for cause. Cause includes, but is not limited to, a change in state, federal, or local directive. It may be terminated with a 90-day notice from either party without cause.

- This document contains all the terms and conditions of the MOU and no part are intended to be severable. In the event either party does not comply with a term, provision or condition of this MOU, the other party may request conflict resolution.

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- Should there be conflict between the York City School District and the York County Truancy Prevention Initiative; the following process will be followed:

    - The parties in conflict will attempt to resolve the issue on a personal level. This can be done through an informal meeting or phone call. Effort will be made to keep that process on a professional and objective level.

    - If the conflict is not resolved, a meeting will occur with the parties in conflict and their respective supervisors.

    - If there is no resolution to the conflict, the problem shall be described in writing by all parties involved and submitted to the Director and/or Administrator of each involved respective party. Copies of the written reports shall be shared with the other party as well.

    - The Director(s) and/or Administrator(s) will review the written documents and will communicate with each other. A meeting may occur to discuss the issue more completely. The involved Directors / Administrators will come to a decision or resolution and determine who will follow through, how, and on what timeframe. Progress in resolution of the issue will be reported monthly to the Directors / Administrators until the issue is solved.

- The York County Truancy Prevention Initiative shall not assign any part of this MOU without the prior written approval of the York City School District.

- The parties hereto agree that the York County Truancy Prevention Initiative and any agents and employees of the York County Truancy Prevention Initiative, in the performance of this MOU, shall act in an independent capacity and not as officers, employees, or agents of the York City School District. Accordingly, York County Truancy Prevention Initiative shall carry liability insurance to cover the actions of its employees and agents. The general liability insurance policy shall name the School District of the City of York as an additional insured.

- The York County Truancy Prevention Initiative will solicit frequent feedback from the school regarding the effectiveness of the service. Formal meetings may also occur with set intervals.

- The York County Truancy Prevention Initiative and the York City School District shall indemnify each other against acts or omissions of its respective employees and/or agents. This clause shall survive the term of this MOU.

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SCHOOL DISTRICT	YORK COUNTY TRUANCY PREVENTION INITIATIVE	UNITED WAY OF YORK COUNTY
Sign_____ Site Administrator	_____	_____
Title_____	_____	_____
Date_____	_____	_____

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Martin Library
SLAM Proposal

Davis Elementary School
Lulu Thomas, Principal

Proposal for SLAM Services 2011-12

Martin Library/SLAM Aide (32 hr) - School Aide Librarian	$	31,787
Substitute/ Supplemental Aide (5 hrs) - for support, substitution, etc.	$	3,813
Annual Total	**$**	35,600

Approved by: **Date:** 8/2/11

Lulu L. Thomas

Lulu Thomas, Principal

Paula Gilbert

Paula Gilbert, Martin Library Children & Youth Services Director

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Martin Library
SLAM Proposal

Devers Elementary School
Deloris Penn, Principal

Proposal for SLAM Services 2011-12	**32-hr SLAM aide**	**40-hr SLAM aide**
Martin Library/SLAM Aide (32 hrs)	$ 31,786	
Martin Library/SLAM Aide (40 hrs)		$ 39,306
Substitute/Supplemental Aide (5 hrs)	$ 3,814	$ 3,814
Annual Total	**$ 35,600**	**$ 43,120**

Approved by: **Date:** 8/2/11

Deloris Penn, Principal

Paula Gilbert, Martin Library Children & Youth Services Director

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Martin Library
SLAM Proposal

Goode Elementary School
Deb Hummel, Principal

Proposal for SLAM Services 2011-12

Martin Library/SLAM Aide (32 hrs)	$	31,786
Substitute/ supplemental Aide (5 hrs)	$	3,814
Annual Total	**$**	**35,600**

Approved by: **Date:** 8/9/11

Deb Hummel, Principal

Paula Gilbert, Martin Library Children & Youth Services Director

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Martin Library
SLAM Proposal

Jackson Elementary School
Rhea Simmons, Principal

Approval for SLAM Services 2011-12	**40-hr SLAM aide & Guidance Aide**	**40-hr SLAM aide**	**32-hr SLAM aide**
Martin Library/SLAM Aide (40-32 hr)	$ 39,310	$ 39,310	$ 31,787
Substitute/ supplemental Aide (5 hr)	$ 3,813	$ 3,813	$ 3,813
Bilingual Guidance Aide (20 hrs)	$ 17,160	-	-
Annual Total	**$ 60,283**	**$ 43,123**	**$ 35,600**

Approved by: **Date:** 8/5/11

Rhea E. Simmons
Rhea Simmons, Principal

Paula Gilbert
Paula Gilbert, Martin Library Children & Youth Services Director

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Martin Library
SLAM Proposal

McKinley Elementary School
Keith Still, Principal

Approval for SLAM Services 2011-12	24 + 20-hr SLAM aides	32-hr SLAM aide	40-hr SLAM aide
Martin Library/SLAM Aide (24-32-40 hrs)	$ 22,818	$ 31,786	$ 39,310
Martin Library/SLAM Aide (20 hrs)	$ 19,154	-	-
Substitute/ supplemental Aide (5 hrs)	$ 3,814	$ 3,814	$ 3,814
Annual Total	$ 45,786	$ 35,600	$ 43,124

Approved by: **Date:** 8/5/11

Keith Still, Principal

Paula Gilbert, Martin Library Children & Youth Services Director

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