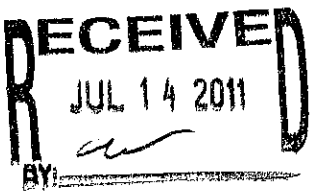
Juvenile Probation Department

York County Court of Common Pleas
45 N. George Street, 3rd Floor
York, PA 17401
(717) 771-9567 FAX: (717) 852-4925

Bryce Wickard, Chief
Susan Claytor, Deputy

July 7, 2011



Dr. Deborah Wortham, Superintendent
York City School District
31 N. Pershing Avenue
York, Pa 17401

RE: Renewal of School-Based Probation Agreement

Dear Dr. Wortham:

I appreciate the partnership between York City School District and Juvenile Probation. I trust that having a juvenile probation officer based in William Penn High School has been a mutually advantageous arrangement.

Our office would like to continue the school-based probation program for the coming 2011-2012 school year. Accordingly, I have enclosed an AGREEMENT OF UNDERSTANDING renewal form, with a request for your signature.

Please sign both copies, and return one of them in the enclosed envelope. Please contact me if you have questions or concerns in this regard.

Sincerely,

Bryce C. Wickard
Chief Juvenile Probation Officer

BCW/ljk
Enclosures

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AGREEMENT OF UNDERSTANDING

School-based Probation Services

2011-2012

PARTIES:

#1: York County Juvenile Probation Department _____ (signature) 7-11-11 (date)

#2: The York City School District _____ (signature) _____ (date)

PERIOD:

Said agreement shall commence upon the date of signatures above. Said agreement shall remain in effect until either party notifies the other (in writing) that the agreement is to be terminated (30 day notice is expected). Modifications to the terms outlined below may only be enacted if an amended AGREEMENT OF UNDERSTANDING signed by both parties is attached to this document.

TERMS:

I. OFFICE SPACE/SUPPLIES:

The School District shall provide an office space at William Penn High School to the probation officer—at no cost to the Probation Department—that is of sufficient size, location, and design so as to ensure privacy, confidentiality, and professionalism. That office must include the following basic amenities:

A. Locking entry door to the office with key
B. Professional desk
C. Locking file cabinet with key
D. Telephone with long distance service
E. Computer port compatible to the York County IS server (see below for specs/needs)
F. Year-round environmental comforts (heat, air conditioning, janitorial services, etc.)

II. COMPUTER:

The County of York will donate a computer to the School District. Thereupon, said computer will become the permanent property of the School District. Thus, the School District shall be responsible for maintenance of the computer/software. The following will be applicable:

A. The PO will need an active internet connection. In most cases, this internet connection should be a dedicated broadband such as frame, cable or DSL. Wireless communications are not supported. The EXTRANET is an internet site hosted by the county. If the remote user is unable to access any other internet site, they will not be able to access the county's EXTRANET site.

B. Remote client pc is to have installed a functional browser. Microsoft Internet Explorer 4.0 and greater and Netscape 5.0 and greater are required. Other browsers or versions are unsupported and results cannot be guaranteed.

C. If the remote client pc is behind a firewall, the firewall must permit SSL traffic both inbound and outbound on IP port 443.

D. Access to the EXTRANET cannot be established without a valid YORK county assigned security profile. (PO would secure this information.)

III. BUILDING ACCESS:

The school-based office will be the probation officer's primary worksite. Probation officers are required to work non-traditional hours each week (late evenings, weekends, etc.) as part of their regular job duties. Hence, the School District will need to have a policy in place outlining how the probation officer can gain entry to their office at any time.

Additionally, school-based probation officers will, at times, be required to supervise juveniles who are not enrolled in the building/district in which the probation officer is based. Hence, the School District will need to have a policy in place outlining a means for outside persons (juveniles not enrolled in the school, parents, attorneys, etc.) to be granted visitation rights to come see the probation officer at their school-based worksite.

IV. INFORMATION SHARING:

It will be important that both the School District and the probation officer diligently comply with the legal stipulations regarding what information can and cannot be shared between the two entities. The following summarizes such: (1) Probation officers must present the school with a Release of Information document signed by the parent/juvenile before requesting any school records. (2) Probation officers must provide the principal (or designee) with a current list of juveniles enrolled in the building who are under formal probation supervision. (3). School Districts should immediately advise the probation officer of any disciplinary sanctions being metered against a juvenile in their building who is under formal probation supervision. *It should be understood by all parties that the law does not allow probation officers to disclose to any school personnel the names/status of juveniles on any pre-adjudicatory or diversionary levels of probation supervision (Consent Decree, Informal, Youth Aid Panel, etc.). As well, the law does not allow the probation officer to share with school officials specifics regarding any juvenile case,*

such as family information, drug testing results, details of offenses, victim information, etc.. Furthermore, the law provides that the probation officer disclose allowable information (name of juveniles on formal probation, the delinquent act(s) committed, treatment interventions ordered, etc.) only to the principal or the principal's designee. Therefore, probation officers cannot routinely answer questions posed to them by teachers, support staff, etc. regarding any particular juvenile under probation supervision.

V. PARTNERSHIPS:

It will be important for the probation officer and the School District to diligently preserve one another's distinctive roles so as to avoid confusion or frustration due to unrealistic expectations of one another. Specifically, the probation officer will need to understand that the School District is providing a worksite as a courtesy to the Probation Department and without any obligation to do so. Hence, the probation officer must comply with the School District's in-house regulations (unless otherwise negotiated) and may not assume or demand supercilious prerogatives. By the same token, the School District will need to be mindful that the probation officer's jurisdiction is limited solely to juveniles under Court supervision. Liability regulations do not permit the probation officer to assist the School District in disciplinary interventions regarding students not under Court supervision—whether directly or obliquely. Similarly, the probation officer cannot be called upon to provide general security for the School District or to assist resource officers with investigations, arrests, or the like. The probation officer's role in the school building will be strictly to support the school in its workings with students under Court supervision, not to supercede the school's role in maintaining order and metering out discipline. It is expected that the probation officer and principal (or designee) will establish regular meetings to share allowable information, assure clarity of roles, brainstorm ways to improve the academic performance of adjudicated youth in the building, etc..

VI. GRIEVANCES:

Should the School District determine that the probation officer is not in compliance with the terms of agreement, the principal (or designee) shall first speak to the probation officer in an effort to bring about a resolution to the matter. In the event that such is unsuccessful, the principal (or designee) shall next contact the probation officer's supervisor. Probation's Deputy Chief or Chief should be contacted only if all other avenues of resolution have been exhausted.

Likewise, should the probation officer determine that the School District is not in compliance with the terms of agreement, that officer should first attempt to resolve the matter with the principal (or designee). In the event that such is unsuccessful, the probation officer will next ask their supervisor to assume responsibility for correction of the matter. Probation's Deputy Chief or Chief will only become involved in the matter if all other attempts at resolution are ineffective. The School District should provide the Probation Department with their chain of command in the event that an impasse cannot be resolved at the initial levels of consultation.