MEMORANDUM OF UNDERSTANDING
between

Martin Memorial Library
&
The School District of the City of York

1. INTRODUCTION:

This Memorandum of Understanding (MOU) between the Martin Memorial Library and The School District of the City of York sets forth the agreement of the parties with respect to implementing an Athletic Advisor Position. The Athletic Advisor position services provided by the Martin Memorial Library are being paid for by The School District of The City of York.

2. DUTIES & RESPONSIBILITIES:

The Athletic Advisor will:

- Serve, attend annual Play it Smart conference and training.
- Act as a caring adult mentor and provide academic and career counseling to student athletes.
- Create an academic support system in collaboration with school administrators and officials (i.e. study tables, monitoring, tutoring, one-on-one meetings, etc.)
- Ensure SAT/ACT test preparation and test taking.
- Educate student athletes and parents about NCAA Clearinghouse eligibility; support and track student progress toward NCAA eligibility.
- Conduct life skills workshops and provide leadership opportunities for student athletes to develop transferrable skills.
- Coordinate and conduct effective service learning and community outreach initiatives.
- Establish an incentive and reward system to recognize participation, effort, and achievement.
- Foster relationships with parents and family, volunteers, tutors, other caring adult mentors and program supporters in the community.
- Work collaboratively with school and district administrators in meeting Play it Smart member school guidelines and expectations.
- Collect ongoing data for evaluation, assessment and program marketing.
- Have Act 34 (Criminal Record) and Act 151 (Child Abuse) clearances and any other clearances which are required or may, from time to time, be required by the Commonwealth of Pennsylvania. Provider shall proof thereof to School District.

School District will:

- Provide a confidential (visual and auditory) space for the Athletic Advisor to meet with the student(s).
- Endorse a Business Associate Agreement listing Martin Memorial Library as a pass-through organization which will be reimbursed for the cost of the salary and benefits for this position; provided, however, the total reimbursable costs for the salary and benefits shall not exceed $46,527.00.
- Allow access to work tools which may include telephone, copier machine, etc.

3. CONDITIONS OF THE MOU

(1) Term: The term of this MOU will be for the 2011-2012 school year. 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.

(2) MOU Noncompliance: 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.

(3) Resolving Problems: Should there be conflict between the School District and the Provider; 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 Executive Director and/or Administrator of each involved respective party. Copies of the written reports shall be shared with the other party as well.
- The Executive 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

(4) Assignment: The provider shall not assign any part of this MOU without the prior written approval of the School District.

(5) Independent Capacity of Provider: The parties hereto agree that the Provider and any agents and employees of the Provider, in the performance of this MOU, shall act in an independent capacity and not as officers, employees, or agents of the School District. Accordingly, Provider shall carry liability insurance to cover the actions of its employees and agents.

(6) Assessment and Evaluation of services: Martin Memorial Library will solicit frequent feedback from the school regarding the effectiveness of the service. Formal meetings may also occur with set intervals.

(7) Indemnification. Provider and 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.

PROVIDER

By_____ Title_____ Date _____

SCHOOL DISTRICT

By _____ Title_____ Date _____
Superintendent

By _____ Title _____ Date _____
Board President