

(179)

SANTIAGO, et al. :  
v. : CIVIL ACTION NO. 74-2589  
CITY OF PHILADELPHIA, et al. :

STIPULATION IN PARTIAL  
SETTLEMENT OF THIS ACTION

I. PREAMBLE

FILED  
APR 30 1977  
AJS

Whereas the Plaintiffs and the class they represent have instituted suit against, inter alia, Defendants Philadelphia School District, Matthew Costanzo, David Horowitz, Marachal-Neil E. Young, William Pratt, John C. Pittenger, Ferman Moody, and William Ohrtman in the United States District Court for the Eastern District of Pennsylvania captioned Neida Santiago, et al. v. City of Philadelphia, et al., Civil Action No. 74-2589, and the aforementioned Defendants have denied liability to Plaintiffs and the class they represent; upon consent of all parties, and the Plaintiff class, and their attorneys, all desiring to settle this lawsuit without trial or adjudication of any issue of fact or law herein as to Defendants Philadelphia School District, Matthew Costanzo, David Horowitz, Marachal-Neil E. Young, John C. Pittenger, Ferman Moody, William Ohrtman, and William Pratt in his official capacity as an employee of the Philadelphia School District, it is agreed that the case shall be settled completely and finally as set forth herein regarding all claims averred in the pleadings against these Defendants.

This Stipulation in Partial Settlement shall not constitute any evidence against or any admission of liability by any party with respect to any issue involved in this case.

The provisions of this Stipulation shall be deemed controlling if inconsistent with any other consent document and its provisions filed in settlement of this litigation.

The document entitled "Working Agreement" and dated November 1, 1977, to the extent it is consistent with this Stipulation, is attached hereto and incorporated by reference herein as Exhibit A.

EXHIBIT A

Santiago v. Philadelphia



Jl-PA-005-005

## II. DEFINITIONS

For the purpose of this Stipulation the following definitions shall apply.

1. Basic skills - the education areas of reading, comprehension, writing and arithmetic.

2. Commonwealth - shall refer to the Secretary of Education, Caryl Kline; the State Department of Education, and all officers and officials thereof, which government unit and its officers and officials are defendants in this litigation.

3. Crisis intervention/isolation - the procedure set out at paragraph 2B of the YSC Stipulation and at paragraph 15 of "Working Agreement."

4. Detention Alternative Program facility (hereinafter "DAP") - a community based program for the detention and care of juveniles who have been transferred to that facility by the YSC or have been committed to that facility by a court.

5. First Language - shall refer to the language first spoken by the child.

6. Formal testing - the administration, scoring or evaluation of oral or written intelligence testing, and any testing of a child's physiological process.

7. Handicapped - shall include mental and physical handicaps as defined by 22 Pa. Code §13.1(1) and 45 C.F.R. §121a.5.

8. Home Language - shall refer to the language spoken most often by the child in the home.

9. Individualized Program (IP) - shall be defined as an instructional plan which focuses on appropriate intervention activities and which is based on a careful study of the resident's needs. An "IP" shall contain the results of testing done while the resident was attending the school, and any other test results

relied upon in devising the IP. The IP shall also contain the recommendations and conclusions of the resident's teacher(s) at the School.

10. Informal testing - all testing and evaluation other than formal testing and shall include the administering of those tests routinely used in non-special education classes within the Philadelphia School District.

11. Intermediate Unit (hereinafter "IU") - shall refer to IU #26 and all officers and officials thereof, which governmental unit, including its officers and officials, are defendants in this litigation. To the extent that the relevant entity is the Philadelphia School District, the term IU shall be read to mean the Philadelphia School District.

12. Instruction Day - An instruction day for a resident shall mean any school day during which that resident has attended the School for at least 180 minutes of instruction.

13. Resident - a member of the plaintiff class; any person admitted to and housed in the Youth Study Center at any time. For the purpose of this Stipulation, a resident shall not include any person transferred from the Youth Study Center to a DAP program, but shall include any person transferred from a DAP program to the Youth Study Center.

14. School day - each week day that the school is in operation.

15. Surrogate parent - a person who qualifies as a surrogate parent under the provisions of 45 C.F.R. §121a.514 and is selected by the YSC to represent a handicapped or thought-to-be handicapped child in all matters relevant to identification, evaluating and programming.

16. Youth Study Center (hereinafter "YSC") - the facility located at 2020 Pennsylvania Avenue in the City of Philadelphia, established to satisfy the requirements of 11 P.S. §441, which is, in part, the subject of this litigation.

17. YSC School (hereinafter "school") - the educational component of the YSC which is staffed and operated by Intermediate Unit #26 and the School District of Philadelphia and which is, in part, the subject of this litigation.

18. Whenever in this Stipulation a masculine pronoun is used, it shall be read to also connote a feminine pronoun.

19. Whenever in this Stipulation reference is made to the chief executive officer of the IU or the YSC, or to the Principal, said reference shall include the designee of such person.

### III. PRINCIPLES

1. All parties to this Stipulation hereby reaffirm that all residents of the YSC are "exceptional school-aged children" within the meaning of 24 P.S. §13-1371 et seq., and as such their rights and privileges are governed by all applicable federal and state law, including but not limited to 22 Pa. Code Chapters 13 and 341. However, it is understood that nothing in this section should preclude a court from placing a child in the YSC or DAP facility without first complying with the due process procedures set out in Chapter 13, and nothing will require the school to complete due process procedures if such procedures have not been completed as of the date of the resident's discharge or transfer, but that responsibility shall then be assumed by the next educational facility.

2. The YSC shall cooperate, to the maximum extent possible, with the school to assure that each resident shall attend the school during a full school day while he is a resident at the Center. Such cooperation shall include the provision of personnel and services, and the coordination of budget requests as is set out more fully in the following provisions of this Stipulation.

3. The IU shall cooperate, to the maximum extent possible with the Commonwealth and the school to guarantee that each resident will receive an appropriate program of education and training during his residence at the YSC. This cooperation shall include the evaluation and monitoring of the school program, and the provision of personnel and services as is set out more fully in the following provisions of this Stipulation.

4. The Commonwealth shall evaluate and monitor the school on a regular basis to assure that each resident of the YSC is accorded an appropriate program of education and training in compliance with all provisions of federal and state law governing exceptional school-aged children and the provisions of this Stipulation as set forth herein at ¶¶VII(A)(1) and (2).

5. The school shall have the responsibility for and the control of all YSC residents during the school day in the same manner as any other public school.

6. The educational placement of residents within the school shall be determined by the school and not by the YSC.

7. The primary responsibility for the implementation of the provisions of this Stipulation shall rest with the Executive Director of the IU, the Executive Director of the YSC, and the Principal of the school.

8. All provisions of this Stipulation shall be implemented by the beginning of school year 1978-79, unless another time limitation is set out in this Stipulation.

#### IV. LIAISONS WITH THE SCHOOL

1. Within 10 days of the signing of this Stipulation, the Executive Director of the IU and the Executive Director of the YSC shall each designate a member(s) of his staff who shall serve as "liaison officer." The names of these persons and all subsequent changes shall immediately be communicated to all parties. The liaison officer of the YSC may be the person designated "Educational Coordinator," and the job specifications of such person are attached hereto and incorporated herein as Exhibit B.

2. The liaison officers shall serve to facilitate the flow of communication and the resolution of problems among the IU, the YSC and the school. Each liaison officer shall report directly to his respective chief executive and shall be kept informed of all matters incident to the operation of the school.

3. Each liaison officer shall meet with his executive officer on a biweekly basis to discuss problems and proposals regarding the school.

4. There shall be a biweekly meeting among the liaison officer of the YSC and the principal of the school to discuss problems incident to the operation of the school.

5. The further duties of each liaison officer are set out more fully in the following provisions of this Stipulation.

#### V. RESPONSIBILITIES OF YSC

##### A. General

1. No resident shall be given work assignments to be performed at YSC or elsewhere which must be done during the school day. However, nothing shall preclude a resident from participating in a work/study or vocational educational program organized and supervised by the school.

2. YSC activities shall not be scheduled during school hours.

3. No visitation or other noneducational activities shall be scheduled or permitted during the school day except as provided herein, and then only after notification to the principal.

(a) Court ordered interviews or interviews with counsel shall be permitted during the school day when they cannot be conveniently arranged during off school hours.

(b) Tours by outside groups or individuals may take place, but shall be limited in size and frequency. The number of persons touring the school shall not exceed 12, and said tours may not be more frequent than one time per week.

(c) Visitation may be permitted under exceptional circumstances, with the prior consent of the principal.

4. The YSC medical unit shall report to the school principal the names and unit numbers of all children under medical care, including nature and amount of all medication, the frequency of administration, and the probable side effects.

5. No child shall be prevented from attending the school by the YSC staff for any reason other than court appearances, medical reasons, or isolation/crisis intervention, as is described in ¶II(B)(2)(a) of the YSC Stipulation and ¶VI(D)(5)-(7) of this Stipulation.

6. A resident at the YSC shall be admitted to the school as soon after admission to the YSC as is possible, and in no case more than two school days after his admission to that facility.

B. Accountability for Students

1. To the extent possible, the YSC shall provide to the school principal 24 hour advance notice of scheduled court appearances.

2. The YSC staff shall accompany all residents who have been assigned to a particular classroom, and who are not prevented or excused from school attendance pursuant to ¶V(A)(5) above, to their appropriate classrooms by 8:50 a.m. and immediately following the lunch break each school day; the YSC staff shall deliver all residents who have not been assigned to a particular classroom to the orientation teacher for screening and assignment by 8:50 a.m. each day. Nothing in this paragraph shall preclude the continued presence of the YSC staff in the school during the school day, or the utilization of such persons in the provision of security.

3. By 8:30 a.m. of each school day, the YSC liaison officer shall give to the school principal a daily list which shall indicate:

(a) the names and unit numbers of all residents at the YSC as of that time;

(b) the names and unit numbers of those residents not yet admitted to the school;

(c) the names and unit numbers of all residents who were discharged from the YSC on the previous day and the name and location of the child's next placement;

(d) the names and unit numbers of any residents unable to attend school on that day for medical reasons if certified by the YSC medical unit, or for court appearances if notice has not been given pursuant to ¶V(B)(1) above.

#### C. Security of School Facilities

The YSC shall provide adequate security for school areas and facilities during the hours in which the school is not in operation. The YSC shall be responsible for restoring school areas to their original condition after use during non-school hours.



D. Supportive Services

1. The YSC shall make its personnel and services available to assist the school. These services shall include, but not be limited to, the following:

(a) Medical services, at least sufficient to allow for proper evaluation of children referred by school personnel for possible physical problems;

(b) Psychiatric services, at least sufficient to allow for proper evaluation of children referred by school personnel for emotional problems and to provide treatment for those children in need of psychiatric services, including assistance with children in need of crisis intervention;

(c) Social work services, at least sufficient to assist with counseling of students referred by school staff, including assistance with children in need of crisis intervention.

2. Immediately upon a child's admission to the YSC, the YSC liaison officer shall notify the child's parent that the child has been admitted.

3. If no parent can be located within 24 hours of the child's admission, the YSC shall immediately proceed to select a surrogate parent as is provided by 45 C.F.R. §121a.514. The name and address of any such surrogate parent shall be provided to the school principal upon selection.

VI. SCHOOL RESPONSIBILITIES

A. General

1. The school shall provide instruction to each YSC resident not prevented or excused from attendance pursuant to 4V(A)(5) from 8:45 a.m. to 2:30 p.m. during each school day, except for 45 minutes per day for lunch.

2. The school shall provide a planned program of health and physical education in compliance with 22 Pa. Code §5.25 to each child at the school, which program shall provide, at minimum, a physical education program for at least as many hours per week as is provided to comparably aged students attending the Philadelphia public schools.

3. The school shall be responsible for establishing and operating a library during school hours. Said library shall contain a supply of high interest, low vocabulary books in both English and Spanish, which shall be provided by the IU.

4. Vocational, pre-vocational or career education programs shall be offered to students without regard to sex, although the classes themselves need not be coeducational.

5. The school, with the assistance of the IU, shall seek out and avail itself of appropriate resources within the community, including but not limited to local universities, to assist with the implementation, maintenance and improvement of the educational program at the YSC.

6. All regular teaching activities shall take place outside of the living areas.

7. Within 60 days of the signing of this Stipulation, the principal of the school shall develop a written policy regarding the philosophy, goals and objectives of the school. A copy of said policy shall be provided to all parties and disseminated to all staff members and residents upon its completion.

B. Accountability for Students

1. The principal shall, by 8:50 a.m. of each school day, transmit to each teacher a list of the names and unit numbers of all students who should be attending that teacher's classroom on that day. This school attendance list shall indicate which students will be absent and the reasons for such absences, as well as all medical data supplied pursuant to ¶V(A)(4) above.

2. Attendance shall be taken daily by each teacher, and an attendance list delivered to the principal by 10:00 a.m. Such list must indicate the name and unit number of all residents on the school attendance list who are not present or accounted for.

3. The principal, on a daily basis, shall review the teachers' attendance lists and report immediately to the Executive Director of the YSC the names and unit numbers of all residents who are not accounted for.

C. Statement of Principles

It is understood and agreed that the transient nature of the student population of the school requires the provision of an educational program which is designed specifically to meet the unique needs of these children. To further refine the understanding of the characteristics and educational needs of that population, the IU shall undertake a study of the current school population, and shall within 30 days of the signing of this Stipulation submit a report containing the results of that study to all parties and the Court. Said report shall also include

an educational program to be implemented at the school no later than the beginning of school year 1978-79, which program shall at minimum, conform to or provide for, the provisions which follow. Said program, however, may be changed at the discretion of the IU insofar as the changes conform to existing state and federal law and the principles set out in the following paragraphs.

1. All newly admitted residents shall first be provided with orientation and a preliminary screening to determine class assignment. Criteria for such assignment shall be developed which shall include age, grade level, and academic achievement level.

2. During the first two weeks following the resident's admission to the School, he shall, among other things, be tested both formally and informally with the goal of developing an IP which will be made part of the resident's court record and will be transmitted to the resident's next educational placement.

3. All unnecessary testing shall be avoided, and if the resident has already been recently evaluated or tested either during a previous stay at the school or elsewhere, such testing shall not be repeated at the school.

4. All testing shall be done so as to avoid unreliable test results. Such protections should include a delay of at minimum 3 instructional days prior to the administering of any formal testing and a minimum delay of 5 instructional days prior to the administering of any formal testing of intellectual functioning.

5. All formal testing is to be administered, scored and interpreted only by persons with appropriate qualifications and training and in a manner which does not discriminate on the basis of race or national origin and does not reflect the effects of limited English-language skills or of mental or physical handicaps unless such effects are the areas being evaluated.

6. All residents who remain at the school in excess of a 2 week period shall be provided with an educational program which provides, at least in part, emphasis on the development of basic skills.

7. The school shall develop and implement a mechanism for recording and evaluating the progress of residents.

8. The school shall have available to it, by the beginning of 1978-79 school year, sufficient personnel, including clerical personnel, to adequately staff the program which is developed, and to provide for ongoing staff training. Said staffing can be accomplished by means of school staff persons, or itinerant or other personnel provided by the IU, including a specialist provided on at least an itinerant basis by the IU to assist in the implementation and supervision of the school program and who shall conform to the job description set forth in Exhibit "C-1" attached hereto and incorporated herein. Permanent teaching staff at the school shall not, however, be less than that required under state law or regulation.

9. When a school staff member determines that a resident is or is thought to be handicapped, that resident shall be evaluated for the existence of a handicapping condition by, at minimum, the medical or psychological personnel designated in 22 Pa. Code §341.1(i) through (xi). The results of this evaluation shall be made available to the teaching staff and shall be considered in the formulation of the IP. To the extent that the YSC and the School do not have adequate personnel to complete these evaluations, the IU shall make available to the School the necessary additional personnel.

10. When a member of the school staff pursuant to a determination that a resident is handicapped or thought to be handicapped, refers that resident for further testing or evaluation, no such testing or evaluation shall be administered to the resident without first complying with the requirements of 22 Pa. Code §341.12(e) and 45 C.F.R. §121a.500. (See ¶¶V(D)(2) and (3) regarding the requirements of notice to and consent of the parent or surrogate parent.)

D. Discipline

1. No corporal punishment shall be administered to any resident by any member of the school staff.

2. Any incident of corporal punishment of a resident witnessed by a member of the school staff or the YSC staff or reported to any staff member by a student shall immediately be reported to the principal by the staff member. If the incident involves a YSC staff member, this information shall also be transmitted to the Executive Director of the YSC.

3. Any report of an act of corporal punishment by a teacher or other school personnel shall be fully investigated by the principal; if such incident is verified, the principal shall immediately initiate disciplinary proceedings in accordance with applicable law or contract provisions.

4. Nothing contained in ¶¶VI(D)(1) through (3) above shall be construed to permit the suspension or discharge of an employee for an act of self defense or for reasonable restraint of an attack. All such incidents must, however, be immediately reported in writing to the principal by the employee involved.

5. No resident of the YSC shall be suspended or expelled from the school. However, if a resident is clearly disruptive of the educational program, he may be removed from the classroom by YSC personnel for the purpose of crisis intervention/isolation, in accordance with ¶15 of the "Working Agreement."

6. If any resident is, pursuant to the isolation/crisis-intervention procedure, prevented from attending the school for a period in excess of one school day, the school shall provide an educational program for that resident on an individual basis.

7. If any resident is believed by the staff to be so continually disruptive that he cannot be taught in a regular classroom, a report of the behavior on which this conclusion is based must be forwarded to the principal by the appropriate staff member. If, after notice and a hearing, the principal concurs with the staff recommendation, that resident may be taught separately from the other residents until he may be returned to the normal classroom situation. The notice and hearing required by this provision shall conform in all respects to the procedures regarding exclusion of students provided by 22 Pa. Code Chapter 12. If the incidents alleged are verified at that hearing and the resident has not previously been referred for evaluation, the resident shall then be referred for psychiatric evaluation.

E. Transmission of Information Between School and Resident's Prior and Subsequent Placement.

1. Upon a resident's admission to the school, the principal shall immediately notify by telephone the resident's prior school placement of the resident's admission to the school and shall request that the prior placement forward, within three school days, copies of the resident's education record. If these records are not received by the principal within three school days, he shall so notify the IU liaison officer, who shall immediately contact the prior education placement to assure that the records are immediately forwarded.

2. Upon receipt, the prior education record shall be made available to the teachers to which that resident has been assigned and shall be considered by the staff in development of an IP.

3. Upon being notified by the YSC liaison officer that a resident has been discharged and of the name and location of the next placement, the principal shall be responsible for immediately forwarding to such placement a copy of the resident's education record including all test and evaluation results and the IP, if one has been formulated.

4. In carrying out the responsibilities set forth in ¶VI(E)(1)-(3) above, the principal shall take all reasonable measures to limit the disclosure and dissemination of information relating to the resident's admission to the YSC and the circumstances of such admission.

F. Allocation of Personnel, Services and Supplies

1. The IU shall be responsible for allocating to the school such additional persons, supplies and other materials as are necessary to meet the requirements of ¶VI(C).

2. The IU shall provide to the school all persons, equipment, and all other materials necessary to fully evaluate for handicapping conditions in accordance with 22 Pa. Code §341.1(1) through (xi), each child recommended for evaluation by a diagnostic team.

3. The IU shall provide to the school sufficient equipment and supplies to educate each child at the school, including but not limited to books, papers, pencils, desks, chairs and other equipment in amounts sufficient for each child.

4. At least twice per year, the liaison officer of the IU and the principal of the school shall meet to develop appropriate budget proposals. To the extent that repairs or renovations of the physical plant are in question, the liaison officer of the



YSC shall also be present. The results of these meetings shall be reduced to writing and shall be presented to the Executive Director of the IU and the Executive Director of the YSC.

5. The IU shall provide the personnel and materials necessary to identify students whose first or home language is other than English and whose limited English language skills prevent their effective participation in a regular academic program, and will provide an appropriate affirmative program which opens the instructional process to and rectifies the English language deficiencies of such students.

6. The IU shall provide to the school all personnel and other materials necessary to provide all residents who are determined to be physically or mentally handicapped or gifted and talented with an appropriate program of education and/or training. Said services may be provided by itinerant teachers.

7. The IU shall provide a qualified librarian who will visit the school, supervise the activities of the school library and assist in the selection of books for the library. To the extent that the Philadelphia School District ceases to provide any or all of these services in all schools within the School District, the IU shall no longer be required to provide such services at the school. However, if any or all of such services are reinstated at other schools in the School District, those services shall also be reinstated at the school. The IU will continue to make every effort to obtain additional federal and/or state funds sufficient to provide additional library personnel for use by the school. If such funding does not become available, the IU will encourage and the school will cooperate with increased and more efficient use of the library facilities at the school through administrative reorganization of existing personnel.

8. The IU shall insure that the prior school placement of any resident who resides within the School District admitted to the YSC shall, within three school days after being contacted by the school, transmit to the school copies of that resident's educational records.

9. The IU shall assist the school to seek out and make use of appropriate resources within the community, including but not limited to local universities, to assist with the implementation, maintenance and improvement of the educational program at the YSC.

VII. COMMONWEALTH RESPONSIBILITIES

A. Evaluation and Monitoring of Consent Decree

1. Within 90 days after the signing of this Stipulation, the Commonwealth shall designate a team which shall evaluate the school, the IU and the YSC's compliance with this Stipulation and all applicable state and federal laws. This evaluation shall take place within 120 days after the implementation of the educational program described at ¶VI(C) above, but in no case later than 90 days following the beginning of the 1978-79 school year, and a full report, detailing areas of compliance and noncompliance, shall be provided to each party within 10 days of the completion of the evaluation and shall be filed of record with the Court.

2. During the period of one year after the 120-day period set out in ¶VII(A)(1) above, the Commonwealth shall conduct three evaluations of the school and the IU. Full reports of these evaluations, including areas of compliance and noncompliance, shall be provided to all parties within 10 days of the completion of these evaluations and shall be filed of record with the Court. Nothing in this Stipulation shall limit the Commonwealth from requiring the IU or the school to comply with any other requirements which the Commonwealth deems appropriate.

VIII. CONTINUING ACCESS

Counsel for plaintiffs and any experts employed by the plaintiffs to assist in the implementation of this Stipulation shall have free and open access to the YSC, the school and all relevant admission and school records.

IX. MODIFICATIONS

This Stipulation or any portion thereof may be changed, modified or amended upon agreement of all parties.

X. CHANGES IN RELEVANT LAW

This Stipulation or any part thereof shall be automatically superseded by changes in state or federal law or regulation. If any party deems that a change in federal or state law has affected any portion of this Stipulation, he shall so notify all parties. Any party may then file objections with the Court if he does not agree that the changes in federal or state law or regulation warrant the modification proposed.

XI. COSTS

No costs or attorneys' fees shall be awarded to any party against the Department of Education or the School District, or officials or employees thereof named in the complaint, in connection with the aforementioned litigation, Santiago v. City of Philadelphia, Civil Action No. 74-2589, U.S. District Court for the Eastern District of Pennsylvania.

XII. JURISDICTION

The Court shall retain continuing jurisdiction of this action to see that all provisions of this Stipulation are properly implemented.

Any alleged violations are to be raised before the Court for the sole purpose of adjudicating issues related to compliance

with this Stipulation and would not subject the named defendants or their successors in office to contempt penalties unless, subsequent to the Court's decision and Order, the determined violations continue.


XIII. SCOPE

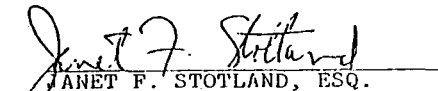
All parties and the plaintiff class have been advised of the specific content of this Stipulation and agree that they shall be bound by its provisions.

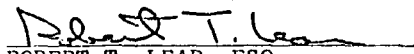
The provisions of this Stipulation shall not be binding upon any other detention center school in the Commonwealth of Pennsylvania except where mandated by Federal or State law or regulation.

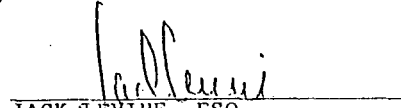
COUNSEL FOR DEFENDANTS:


COUNSEL FOR PLAINTIFFS:

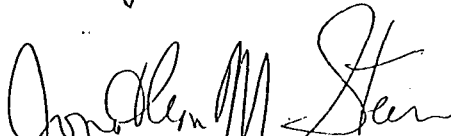
  
M. FAITH ANGELL, ESQ.  
For: Commonwealth Defendants

  
JANET F. STOTLAND, ESQ.

  
ROBERT T. LEAR, ESQ.  
For: Intermediate Unit and School District Defendants

  
JACK LEVINE, ESQ.

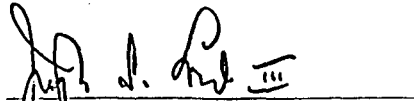
  
JOSEPH R. LALLY, ESQ.  
AGOSTINO CAMMISA, ESQ.  
For: City of Philadelphia Defendants

  
JONATHAN M. STEIN, ESQ.

  
ALEX PALAMARCHUK, ESQ.

DATED: May 3, 1978

APPROVED BY THE COURT:

  
LORD C.J.

DATED: December 29, 1978

DEC 29 1978

JOHN J. HENDING, Clerk

By \_\_\_\_\_ Dep. Clerk

A WORKING AGREEMENT

A working agreement between the Youth Study Center School operating under the School District of Philadelphia and Intermediate Unit #26, hereafter referred to as School, and the Philadelphia Youth Study Center, Juvenile Division of the Philadelphia County Court, Family Division, hereafter referred to as Center.

1. The School will have the authority and responsibility for the education program of all Center residents. This will include the children's rostering and lunch periods.
2. All Youth Study Center residents will be available for school at the times designated by the School roster.
3. The Center will see that the children are prepared for school and are properly clothed.
4. The School bell will ring at 8:40 A. M. and at the end of the lunch periods by the Center receptionist, unless notified otherwise by the School office. School will not be called off until all resources have been exhausted in an effort to maintain the regular school program. The final authority for this decision is the School Principal and the Center's Assistant Director for Child Care or designee will participate in this decision.

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5. Teachers will meet their students at their classroom doors at the designated times.
6. The School will provide the Center Supervisors and the Program Coordinator with the daily class assignment of each resident.
7. Those residents unable to function in a school setting as determined by the Center's medical department will receive an individualized and flexible school program within another Center area unless the Principal or his designee decides after collaborating with the Center's medical department that schooling would be inappropriate.
8. When a student is excused from class by the Center, the teacher will receive a Student Pass indicating the child's destination. Students scheduled for Court and clinical examinations will be listed in advance, and this information will be forwarded to the School office.
9. The Center will provide the following instructional areas:
  - Rooms in Building #1, 3rd floor
  - Ceramics Shop, 2nd floor
  - Unit 3A, 3rd floor
  - Unit 5A, 5th floor
  - Unit 5B, 5th floor
  - East and West Gymnasiums and recreational yards
10. Crisis areas will continue to be available according to agreed upon criteria and procedure.

11. There should be no time conflict with the School and Center programming during the regular school day. The Center, upon mutual agreement with the School, may conduct activities of an educational nature with prior notification and planning by the School.
12. In the event of a lack of class coverage, the School Principal will notify the Center Counselor Supervisor and Program Coordinator.
13. The Center's social service department upon request from the School will provide the School all pertinent resident information including medical, psychological, and psychiatric data as well as the child's projected length of stay at the Center.
14. Transmittal of Records:

The School will forward School records to I U. #26, and the child's school district of residence. The Center Social Service Department will forward all records provided by the School, to the Court or to placement facilities. Copies of the child's records will be retained by both the School and Center's Social Service Department.
15. Disruptive students will be handled according to School and Center regulations. These regulations specify a) that the School is totally responsible for the students during the school day and while the students are in the School area b) that, when it becomes necessary to remove a student from class for infraction of the rules, or for disruptive behavior, that such students be referred by the teachers to the School Principal or his designate for subsequent action c) that if the Principal

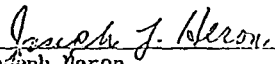
or his designate finds that the nature of the problem is such that the student should be removed from class for the remainder of the day, that the appropriate Head Supervisor be notified and asked to return the student to his unit, or other location, and d) that the Principal or his designate, within 24 hours, arrange a conference with the suspended student, the appropriate social worker and the appropriate Head Supervisor or designate, to further resolve the problem and determine the conditions for returning the student to class.


16. Keys for the teachers' immediate work areas will be under the control of the School Principal or designate. These keys will be returned to the School office at the end of each work day.
17. Communication will be ongoing by:
  1. Weekly staff meetings between School and Center representatives.
  2. Monthly meetings between the School Principal and the Center Executive Director.
  3. Emergency situations that require extra meetings will be held in an expeditious manner.
18. After School assignments for students, will receive full cooperation from the Center.
19. The Center agrees to restore classroom areas to original condition after use during non-school hours.



20. Any problems concerning Center personnel, policy or procedures will be channeled to the Center's Assistant Director for Child Care. Any problems concerning School personnel, policy or procedures will be channeled to the School Principal.
21. The Center will make provision for the student's Center Social Worker to meet with School personnel for pupil staffing sessions.
22. The Center will make very effort to provide the School with adequate maintenance and proper heating and ventilation.
23. In order to reduce the amount of disruption to the School program, tours by community groups will be limited in size. A maximum number of representatives from each group should be limited to 12 persons. The School will be notified in advance of each visit. Visiting groups will be limited to one per week.

November 1, 1977

  
Joseph Heron,  
YSC Auxiliary Principal

  
Malcolm D. Amos,  
YSC Executive Director

JOB DESCRIPTION: EDUCATIONAL MANAGER

1. Review all available records for incoming youngsters
2. Discuss records with counselor and formulate tentative educational and social restorative goals.
3. Provide support to teachers and other staff in planning specific goals and strategies.
4. Provide individual diagnostic and evaluation services as deemed appropriate.
5. Provide group interaction therapy when deemed appropriate for the youngsters.
6. Assist teachers and other staff to enhance their understanding of this type youngster.
7. Provide follow-up support to the schools attended by these youngsters after they leave the Center.

EXHIBIT "CMM"

MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE

B. S. degree in Education and some graduate work at an accredited college or University.

Five years of paid experience counseling groups of youth, three years of which shall have been in an institution for the care and study of delinquent youths and one year of which shall have been supervising custody employees in such an institution.

Or any equivalent combination of acceptable education and experience.

PHYSICAL AND MEDICAL STANDARDS

Ability to meet the physical and medical standards approved for this class.

Class est. 12/77

HCP/br

GENERAL DEFINITION

This is youth custody and counseling work coordinating the educational program of a youth detention facility. An employee in this class has responsibility as liaison between the school and the detention facility to insure both parties are in compliance with their existing working agreement of November 1977.

Contact with the School Principal, Counselor Supervisors, Social Service, Building Superintendent and counseling problematic students is a significant aspect of the work.

Work is performed under the general supervision and direction of a higher level coordinator. The assignments require evaluative thinking and are carried out according to accepted institutional standards and applicable regulations.

TYPICAL EXAMPLES OF WORK

Prepare and disseminate daily school schedules, house lists and other materials as required.

Make adjustments in class assignments upon the advice of the School Principal. Monitor class movements; reassign counselors where necessary to improve efficiency in the program; work with Supervisors and Principal concerning sensitive facility/school problems and be responsible for alerting the maintenance department of physical plant deficiencies in the school area.

Check class areas to insure classrooms are ready for students. Monitor attire of students and require compliance with dress code. Interpret policies to counselors assigned to program and insure their compliance.

Attend weekly meeting with Supervisors, Assistants, Principal, School Counselor and Social Service Supervisor and maintain minutes of same. Prepare recommendations for changes in program. Coordinate with Principal when tours are made through the school.

Performs related work as required.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES

Thorough knowledge of behavior patterns which are symptoms of illness or emotional stress in youth.

Thorough knowledge of group work principles and methods as they apply to delinquent youths.

Thorough knowledge of the social factors which result in institutionalization and of the attitudes and habits of youths in custody or protective care.

Thorough knowledge of all phases of modern detention or protective care methods related to the specialized field of child care.

Knowledge of supervisory methods and techniques.

Ability to gain the confidence and respect of, and to maintain sympathetic relationships with youths having social or emotional problems.

Ability to work and communicate with delinquent youths.

Ability to establish and maintain effective working relationships with staff workers, education staff and the general public.

Ability to monitor the work of staffs autonomous to each other and coordinate their common objective.

Ability to type, keep records and prepare clear and concise reports.