

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TUOLUMNE COUNTY SUPERINTENDENT OF SCHOOLS
AND
TUOLUMNE COUNTY PROBATION DEPARTMENT**

RECITALS

R1. The U.S. Department of Education ("US DOE") and U.S. Department of Justice ("US DOJ") published "Guiding Principles for Providing High-Quality Education in Juvenile Justice Secure Care Settings" ("*Guiding Principles*") in 2014. The publication includes the following:

The *Guiding Principles* include the following:

I. A safe, healthy facility-wide climate that prioritizes education, provides the conditions for learning, and encourages the necessary behavioral and social support services that address the individual needs of all youths, including those with disabilities and English learners.

II. Necessary funding to support educational opportunities for all youths within long-term secure care facilities, including those with disabilities and English learners, comparable to opportunities for peers who are not system-involved.

III. Recruitment, employment, and retention of qualified education staff with skills relevant in juvenile justice settings who can positively impact long-term student outcomes through demonstrated abilities to create and sustain effective teaching and learning environments.

IV. Rigorous and relevant curricula aligned with state academic and career and technical education standards that utilize instructional methods, tools, materials, and practices that promote college- and career-readiness.

V. Formal processes and procedures – through statutes, memoranda of understanding, and practices – that ensures successful navigation across child-serving systems and smooth reentry into communities.

R2. California Assembly Bill 2276 ("AB 2276") amended certain sections of the Education Code and generally requires that a pupil who has had contact with the juvenile justice system be immediately enrolled in a public school and that county offices of education and county probation departments have a "joint transition planning policy" that includes collaboration with relevant local educational agencies relating to pupils who are being released from juvenile court schools. (Legislative Counsel's Digest)

R3. California Senate Bill 1111 amended and added certain sections of the Education Code relating to "county community schools" (Ch. 6.5, Part 2 of Division 1 of the Education Code).

R4. The Tuolumne County Superintendent of Schools Office ("TCSOS"), in collaboration with the Tuolumne County Probation Department ("Probation"), and in consultation with all school districts in Tuolumne County, are committed to ensuring every student involved in the juvenile

justice system retains access to the highest quality, personalized instructional support and service in preparation for college, career, and citizenship.

R5. This joint *Student Transition Planning Policy* specifically addresses Guiding Principle Five (V) above and is intended to ensure full compliance with AB 2276 (California Education Code Sections 48645.5, 48647, 48648, and 49069.5) and SB 1111, and as permitted by Welfare & Institutions Code section 827.

AGREEMENT

1. TCSOS

TCSOS agrees to:

- 1.1** Provide state aligned academic instruction towards completing County Board graduation requirements including equipment and software necessary for instruction and internet filtering.
- 1.2** Identify Gold Ridge Education Center (GREC) staff responsible for student/parent transition support for each of the court and community school programs operated by TCSOS.
- 1.3** Provide relevant academic information to Probation Officers to ensure they have necessary information to support the return of pupils transitioning from juvenile court schools to public schools in their communities.
- 1.4** Maintain a list of school district contacts responsible for facilitating student enrollment and placement upon release from court school.
- 1.5** Provide list of school district contacts to probation.
- 1.6** Maintain the student's academic transcript and cumulative file.
- 1.7** Provide any necessary annual and ongoing training to Local Education Agencies and relevant stakeholders of the Juvenile Justice System to include: Juvenile Court Judges, the District Attorney's Office, the Public Defenders' Office, and County Probation. The goal of such training will be to increase awareness, foster collaboration and maximize compliance with AB 2276. I.e: The school of residence will apply full and partial credits to the same or similar class offered by GREC.
- 1.8** Provide information and support to parents of students enrolled in GREC to advise them of their rights regarding re-enrollment in public schools prior to and upon release from GREC with the assistance of the TCSOS transition specialist.
- 1.9** Upon the minor's release from custody and checking out of the TCSOS Court School, the TCSOS Transition Liaison will actively seek out and receive confirmation from the School District of minor's enrollment or county community school as applicable. If not enrolled, the TCSOS Transition Liaison will contact the Probation Officer who

will provide follow up with minor, parent, school of enrollment and TCSOS Transition Liaison.

2. Probation

Probation agrees as follows:

2.1 To identify Probation staff at each court and community school facility responsible for communicating student releases to TCSOS staff.

2.2 Provide to identified School Transition Liaisons information that includes each youth's name, date of birth ("DOB"), court dates that could potentially lead to release and if available, anticipated release dates. School Transition Liaisons are assigned the detention facility/court school and community school and will assist the Assigned Probation Officer with educational planning and transition of youth into their community school or comprehensive school setting as appropriate.

2.3 All Booking staff will collect updated contact information from parents on all admissions and releases and will provide this information to the TCSOS Educational administrative staff.

2.4 Prior to the release of a youth, Probation and TCSOS staff will collaborate to complete an Initial Transition Plan. The Transition Plan will be created to ensure the immediate return to/enrollment of a youth to a specific school upon release from a custodial setting. This plan will address the educational case plan early in the supervision process and engage the parent and the youth at an early stage to determine educational needs and appropriate educational placement upon release into the community.

2.5 Upon the minor's release from custody and checking out of the TCSOS Court School, if the TCSOS transition administrator verifies to assigned probation officer that the student is not enrolled, the Probation Officer will provide follow up with minor, parent, school of enrollment and TCSOS Transition Liaison.

2.6 Probation Officer will collaborate with the school district and site personnel to provide support to ensure the minor's educational needs are being met.

2.7 Probation Officer will contact the District's Foster Care Liaison to address any problematic issues and ensure the transitional plan is being implemented, if applicable.

2.8 Provide internet connection point, phones, fixed multimedia materials and maintenance of fixed materials.

3.0 Period Of Agreement - Inception And Termination Dates

This Agreement is effective from June 1, 2024 through June 30, 2027 and will be reviewed annually.

4.0 Compensation/Costs And Payment Schedule

There is no compensation involved in the performance of this operational agreement between Probation and TCSOS.

5.0 Indemnity

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

6.0 Renewal Terms

After the initial term of Agreement, the parties will review annually and amend as needed by mutual consent of both parties.

7.0 Confidentiality Of Services Or Work

Both parties will adhere to Welfare & Institutions Code section 827 and all other applicable Federal, State of California, and/or local laws or regulations regarding juvenile confidentiality to ensure confidentiality of students' names and academic records, including, but not limited to California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety section 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

8.0 Contractor & County Contact Persons' Names & Addresses

<u>County of Tuolumne</u>	<u>Superintendent of Schools, Tuolumne</u>
Dan Hawks Chief Probation Officer 465 S. Washington Street Sonora, CA 95370 209-533-7505	Zachary J. Abemathy Superintendent of Schools 175 Fairview Lane Sonora, CA 95370 209-536-2010
<u>County Administrator</u> Tracie Riggs 2 South Green St. Sonora, CA 95370 209-533-5511	

10. Termination

This Agreement may be terminated by either party with a sixty (60) day advance written notice of an intention to terminate before January 15th for the following school year.

11. Final Approval

This Agreement is of no force or effect until approved by signature by the County Office of Education or his/her designee.

12. Entire Agreement

This Agreement represents the entire Agreement and understandings of the parties hereto related to the subject matter of this Agreement, and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

13. Non Assignment

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

14. Records

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

15. Non-Discrimination

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

16. Relationship of Parties

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

17. No Third Party Beneficiaries

The County and TCSOS agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or any attachment or addenda to this MOU.

18. Enforceability and Severability

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

19. Disputes

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

20. Counterparts

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

21. Controlling Law

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

TUOLUMNE COUNTY PROBATION

Dan Hawks
By (Authorized Signature)

Daniel Hawks
Name (Type or Print)

Chief Probation Officer
Title

6/14/2024
Date

TUOLUMNE COUNTY SUPERINTENDENT OF SCHOOLS

Zachary J. Abernathy
By (Authorized Signature)

Zachary J. Abernathy
Name (Type or Print)

Superintendent of Tuolumne County Schools
Title

6/14/24
Date

COUNTY OF TUOLUMNE

Tracie M. Riggs
By (Authorized Signature)

Tracie Riggs
Name (Type or Print)

Tuolumne County Administrator
Title

6/14/24
Date

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL
COUNTY OF TUOLUMNE

Maria Sullivan 6/14/24
MARIA SULLIVAN DATE