



WENDY STILL, MAS
Chief Probation Officer

ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059
1111 Jackson Street
Oakland, CA 94604-2059

January 21, 2021

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

SUBJECT: APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA COUNTY PROBATION DEPARTMENT AND THE ALAMEDA COUNTY OFFICE OF EDUCATION TO COORDINATE SCHOOL PLACEMENT FOR YOUTH TRANSITIONING FROM CUSTODY

Dear Board Members:

RECOMMENDATION:

Approve a Memorandum of Understanding (MOU) with the Alameda County Office of Education to establish policies and procedures for the coordination of school placement for youth transitioning from custody in the Juvenile Hall or Camp Sweeney back to the community, effective upon execution with automatic renewals in one-year increments for a 10-year term, at no cost to the County.

SUMMARY/DISCUSSION:

Pursuant to Education Code section 48647, Alameda County Office of Education (ACOE) administers and operates the public schools within Alameda County Probation Department's (ACPD) Juvenile Hall and Camp Wilmont Sweeney. The proposed Memorandum of Understanding (MOU) provides the mechanism and defines the roles and responsibilities through which these agencies will work together to provide educational services for students arriving at the Alameda County Juvenile Justice Center (ACJJC) and at Camp Sweeney and upon release, facilitate their return back to an Alameda County school via the Alameda County Juvenile Justice Center Transition and Releasing Center (Transition Center).

ACOE and ACPD have agreed to this MOU and to establish policies and procedures in furtherance of the following purposes:

1. Collaborate with school districts and other local education agencies in Alameda County;
2. Coordinate immediate court school placement when a youth arrives at the ACJJC or Camp Sweeney;

3. Coordinate immediate enrollment of students and placement in schools within the community upon release from custody; and
4. Ensure ACPD staff and a student's assigned juvenile probation officer have the information needed to support the return of students from juvenile courts schools to public schools within the community.

Moreover, this MOU also establishes a formal collaborative process in which all school districts and local educational agencies in Alameda County will be invited to participate with the goal of better coordination and collaboration to (1) allow for the immediate transfer of educational records for students transferring from juvenile court schools; (2) create uniform systems for calculating and awarding course credit; and (3) allow for immediate enrollment of students transferring from juvenile court schools.

ACOE will also assign youth transition oversight responsibilities to existing ACOE personnel who will work in collaboration with ACPD, as needed, and relevant local educational agencies to ensure all of the following: (1) the transfer of complete and accurate education records, including the youth's Individualized Education Program ("IEP") and the youth's 504 Plan, if applicable, within 72 hours of the youth's release from the juvenile detention facility; (2) access to information about postsecondary academic and vocational opportunities, including college financial aid programs; and (3) the implementation of the youth's transition plan, if one exists.

FINANCING:

No party in the Agreement shall be obligated to pay any monetary compensation to the other. There is no impact to net County costs as a result of approving the above recommendations.

VISION 2026 GOAL:

Implementation of the ACOE court schools and proposed transition plans meets the County's 10X goal pathways of a **Crime Free County** in support of the County's shared vision of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,



Wendy Still, MAS
Chief Probation Office

WS:jl

MEMORANDUM OF UNDERSTANDING
BETWEEN ALAMEDA COUNTY OFFICE OF EDUCATION AND ALAMEDA
COUNTY PROBATION DEPARTMENT

REGARDING COURT SCHOOL TRANSITION

1. Purpose

The Alameda County Office of Education (“ACOE”) and the Alameda County Probation Department (“ACPD”) enter into this inter-agency Memorandum of Understanding (“MOU”) pursuant to Education Code section 48647. This MOU provides the mechanism and defines the roles and responsibilities through which these agencies will work together to provide educational services for students arriving at Alameda County Juvenile Justice Center (“ACJJC”) and at Camp Wilmont Sweeney (“Camp Sweeney”) and upon release, facilitate their return back to an Alameda County school via the Alameda County Juvenile Justice Center Transition and Releasing Center at 2500 Fairmont Drive, Suite A2067, San Leandro, CA 94578 (“Transition Center”).

ACOE and ACPD have agreed to this MOU and to establish policies and procedures in furtherance of the following purposes:

- 1) Collaborate with school districts and other local educational agencies in Alameda County (i.e., Alameda USD, Berkeley USD, Castro Valley USD, Dublin USD, Emery USD, Fremont USD, Hayward USD, Livermore Valley Joint USD, Mountain House ESD, New Haven USD, Newark USD, Oakland USD, Piedmont USD, Pleasanton USD, San Leandro USD, San Lorenzo USD, and Sunol Glen USD) to improve communication regarding dates of release and educational needs of students;
- 2) Coordinate immediate court school placement when a youth arrives at the ACJJC or Camp Sweeney; and
- 3) Coordinate immediate enrollment of students and placement in schools within the community upon release from custody;
- 4) Ensure ACPD staff and a student’s assigned juvenile probation officer have the information needed to support the return of students from juvenile court schools to public schools within the community.

Moreover, this MOU also establishes a formal collaborative process in which all school districts and local educational agencies in Alameda County will be invited to participate with the goal of better coordination and collaboration to (1) allow for the immediate transfer of educational records for students transferring from juvenile court schools; (2) create uniform

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systems for calculating and awarding course credit; and (3) allow for immediate enrollment of students transferring from juvenile court schools.

ACOE will also assign youth transition oversight responsibilities to existing ACOE personnel who will work in collaboration with ACPD, as needed, and relevant local educational agencies to ensure all of the following: (1) the transfer of complete and accurate education records, including the youth's Individualized Education Program ("IEP") and the youth's 504 Plan, if applicable, within 72 hours of the youth's release from the juvenile detention facility; (2) access to information about postsecondary academic and vocational opportunities, including college financial aid programs; and (3) the implementation of the youth's transition plan, if one exists.

2. Scope

This MOU is to define an operational transition plan at the Transition Center through which youth and emerging adults receive educational services that meet their needs and, where applicable, also receive individualized learning plans, including IEPs, 504 Plans, English Language Development ("ELD") Plans, and individualized transition plans. This agreement shall apply to the Transition Center.

3. Term

This MOU shall be effective upon execution by signatures of both the Chief Probation Officer of Alameda County and the Superintendent of Schools of Alameda County or their respective designees ("Effective Date"). The term of this MOU shall begin from the Effective Date. Thereafter, this MOU will automatically renew in one year increments, for a total duration of ten years, unless modified as defined in section 4 of this MOU or until the MOU is terminated by either party by providing the other party in writing a 90-day prior notice of termination.

4. Amendment of MOU

This MOU, along with any incorporated attachments and exhibits, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU their officers, agency, or employees, shall be valid unless made in the form of a written amendment to this MOU and formally approved and executed by authorized representatives of both ACOE and ACPD.

5. Agency Representatives

The following agency representatives will serve as the primary points of contact for purposes of this MOU.

[Monica Vaughan], [Chief of Schools], ACOE

[Brian Ford], [Assistant Chief Probation Officer], ACPD

6. Roles and Responsibilities

6.1. Obligations of ACOE:

- 6.1.1. Provide ACPD-identified staff with necessary information from student records to which they have a legitimate educational need and as permitted under law, such as the student's primary language, reading and writing level, and any identified behavior or communication strategies. ACOE staff shall be in direct control of the use, maintenance, and disclosure of educational records.
- 6.1.2. Upon receiving knowledge about a student new to ACJJC or Camp Sweeney, immediately request special education or Section 504 records from the student's previous school and provide notice to the specific ACPD facility superintendent when a student has any disability, including learning and/or developmental disabilities.
- 6.1.3. Identify ACOE staff to participate in and be a part of the Transition/Re-Entry meetings.
- 6.1.4. Assign transition oversight responsibilities to an ACOE representative who will ensure, in coordination with Alameda County Health Care Services Agency, Center for Healthy Schools and Communities, and the Transition Center: (1) immediate enrollment in an appropriate public school in their community when the youth is transferred from the juvenile court school; (2) transfer of course credits, upon enrollment by the youth in a public school, including partial credits, for coursework completed in the juvenile court school, pursuant to Education Code section 51225.2(b); (3) immediate placement in appropriate courses, based on coursework completed by the youth, pursuant to Education Code Section 51225.2(d); and (4) transfer of complete and accurate education records, including the youth's IEP and the youth's 504 plan, if applicable, when the youth enters the juvenile court school.
- 6.1.5. Develop an individualized transition plan for each youth detained for more than 20 consecutive school days. The individualized transition plan should be developed before the youth's release and reviewed and revised as needed, and should address, but not be limited to, both of the following: (1) academic, behavioral, social-

emotional, and career needs of the pupil and (2) the identification and engagement of programs, including higher education programs, services, and individuals to support the youth's successful transition into and out of the juvenile detention facility.

- 6.1.6. Provide information to parents and students during the transition/re-entry meetings regarding a student's academic record and up-to-date unofficial transcripts, and advise them of their rights regarding re-enrollment in public schools.
- 6.1.7. Provide up-to-date relevant academic information to ACPD staff in each semester or upon release in order to assist the return of students to public schools in their communities.
- 6.1.8. Maintain a list of school district contacts within the County and, as needed, outside the County, responsible for the seamless transition of students from ACPD custody and court schools.
- 6.1.9. Provide a list of school district contacts to all Alameda County stakeholders including but not limited to: parents, ACPD Staff, Juvenile Court Judges, Public Defenders, and the District Attorney's Office.
- 6.1.10. As needed, participate in transition team meetings comprised of multiple youth-serving agencies collaborating on addressing and amending the comprehensive transition plan for in-custody minors returning to public schools in their communities.
- 6.1.11. Facilitate meetings throughout the school year with the school districts to collaborate on improving communication regarding dates of release and educational needs of students, and coordinating immediate school placement and enrollment of students.

6.2. Obligations of ACPD:

- 6.2.1. Provide ACOE with anticipated student release dates, to the extent feasible, for all students in custody, including short term enrollments.
- 6.2.2. Provide a daily youth in-processing list to the Transition Center's clerical staff each weekday morning to assist in enrolling students in school. This list will be shared with ACOE.
- 6.2.3. Provide a youth release list to ACOE staff when needed to identify unexpected releases.
- 6.2.4. Collaborate with ACOE staff to ensure each student's educational needs are being met while at the ACJJC and Camp Sweeney and assist in strategies to meet those

needs.

6.2.5. Ensure ACPD staff are invited to, and attend transition meetings, as needed, with students, parents, and collaborative agencies to assist and provide students with continued support as they transition from custody. These meetings include a transition/after care plan to support students with their needs.

6.2.6. Upon a student's release from custody, that student's assigned Juvenile Probation Officer will receive confirmation from the school district of the student's enrollment in school. If he/she is not enrolled, the Juvenile Probation Officer will provide and document follow-up with the student, parents, and school district.

7. Records Retention

Each party agrees to retain all records pertaining to this MOU consistent with the requirements of the agency's applicable legal requirements and policies. If, at the end of the retention period, there is ongoing litigation or an audit involving those records, each party shall retain the original records until the resolution of such litigation or audit.

8. Confidentiality

All parties agree to maintain the confidentiality of all student information in accordance with all applicable Federal, State and local laws and regulations. Both parties will ensure names, addresses, phone numbers, and any other individually identifiable information concerning students and services received are kept confidential.

9. Hold Harmless and Indemnification

9.1. Each party shall indemnify, defend, and hold harmless each other, their officers, officials, employees, volunteers, and governing board or Board of Supervisors from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, of every nature arising out of or in connection with the non-indemnitee party's performance of this MOU, or failure to comply with any of the obligations contained in this MOU hereinafter referred to as "Claims", except for Claims caused by the gross negligence or willful misconduct of the indemnitee party. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and governing board or Board of Supervisors. Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this MOU.

9.2. Without limiting the indemnification of each party as stated in this Section 9, hereinabove, it is understood and agreed that ACOE and ACPD shall each maintain, at their sole

expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this MOU. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this MOU.

10. Assignment

This MOU shall not be assigned by any party hereto, either in whole or in part, without prior written consent of the other party. Any assignment or purported assignment of this MOU without the prior written consent will be deemed void and of no force or effect.

11. Licenses and Certifications

All parties verify upon execution of this MOU, that all work performed pursuant to this MOU will, if applicable, possess a current and valid license/certification in compliance with any local, State, and Federal laws and will be performed by properly trained and licensed/certified staff.

12. Severability

If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void or enforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. Compensation

No party to this MOU shall be obligated to pay any monetary compensation to the other. Further no party to this MOU shall be obligated to pay any third party as a result of this MOU.

The California Department of Education provides primary funding for the education program in juvenile detention and treatment facilities. Funds are generated through average daily attendance of students enrolled in the schools in the juvenile detention and treatment facilities.

14. Dispute Resolution

If a dispute arises between ACOE and ACPD under this MOU:

- A. ACOE's site administrator and the respective ACPD Superintendents of Juvenile Hall and/or Camp Sweeney shall meet and confer within three (3) business days after a written request is produced by either party. Within five (5) business days of

receipt of the written request, the parties will resolve the dispute and document either the resolution or reasons that a resolution could not be reached.

- B. If within five (5) business days following the initial conference, the above parties cannot resolve the dispute, the matter will be forwarded to the Deputy Chief Probation Officer of Juvenile Facilities and the Alameda County Office of Education Superintendent of Schools or their designees for resolution.
- D. The timelines above may be extended by mutual agreement of the parties. However, the total elapsed time shall not exceed thirty (30) business days, unless an extension of the timeline is mutually agreed upon between the parties.
- E. Both parties may mutually agree to skip a step(s) in the dispute resolution process if they agree that the dispute must be resolved at a higher level of management.

15. Governing Law/Venue

The venue for any action arising out of or related to this MOU shall only be the superior courts in Alameda County, California (and to the extent applicable, the appellate courts with jurisdiction over said courts). The rights and obligations of ACPD and ACOE and all interpretation and performances of this MOU shall be governed by the laws of the State of California.

16. Counterparts

The parties may sign this MOU in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this MOU, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

17. Entire Agreement

This MOU constitutes the entire agreement between ACOE and ACPD with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

18. Notices

All notices, claims, correspondence, reports, and/or statements authorized or required by this MOU shall be addressed for each location as follows:

Alameda County Probation Department
1111 Jackson St.
Oakland, CA 94607

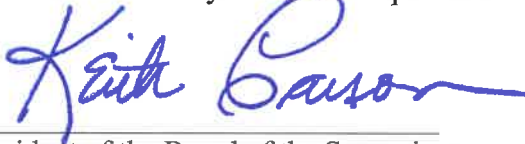
Alameda County Office of Education
313 West Winton Ave
Hayward, CA 94544
(510) 670-4590

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by this MOU addressed in any other fashion will not be acceptable.

19. Signature Page

All signatories attest, warrant, and represent that they have delegated authority to enter into this MOU. The parties hereto have executed this MOU on the dates shown below and acknowledge that each party is bound by applicable laws, regulations, its agency's collective bargaining agreements, and other official documents duly adopted by the respective parties.

For Alameda County Probation Department

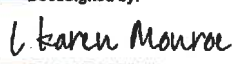


President of the Board of the Supervisors

2/16/21

Date

For Alameda County Office of Education

DocuSigned by:


L.K. Monroe
County Superintendent of Schools

2/2/2021

Date

Approved as to Form:
Donna R. Ziegler, County Counsel

DocuSigned by:


K. Joon Oh
Deputy County Counsel

2/2/2021

Date