

JOINT STUDENT TRANSITION PLANNING

MEMORANDUM OF UNDERSTANDING

This JOINT STUDENT TRANSITION PLANNING MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 6th day of March, 2018 ("Effective Date") by and between the Fresno County Superintendent of Schools ("FCSS") and the County of Fresno, a political subdivision of the State of California ("COUNTY"). FCSS and COUNTY are also referred to herein singularly as a "Party" and collectively, as the "Parties."

WITNESSETH:

WHEREAS, FCSS AND COUNTY recognize the need to collaborate and coordinate services with school districts or other local educational agencies in Fresno County to provide for a timely and smooth transition for students transferring out of juvenile court schools and into public school; and

WHEREAS, to comply with California Assembly Bill 2276 ("AB 2276"), FCSS and COUNTY, by and through its Probation Department ("Probation"), hereby adopt this Joint Student Transition Planning Memorandum of Understanding to establish policies and procedures in furtherance of the following purposes: (1) collaborate with school districts and other local educational agencies in Fresno County to improve communication regarding dates of release and educational needs of students; (2) better coordinate immediate school placement and enrollment of students; and (3) ensure Probation officers have the information they need to support the return of students from juvenile court schools to public schools; and

WHEREAS, this MOU also establishes a formal collaborative process in which all school districts and local educational agencies in Fresno 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.

NOW, THEREFORE, in order to fulfill the above-stated purposes, FCSS and COUNTY agree as follows:

1 **1. OBLIGATIONS OF FCSS:**

- 2 A. Provide select Probation staff and administration with necessary information
3 regarding school records.
- 4 B. Identify FCSS Juvenile Court and Community School staff to participate in and be a
5 part of the JJC Transition/Re-Entry meetings.
- 6 C. Provide information to parents and students during the transition/re-entry
7 meetings regarding a student's academic record and up-to-date unofficial transcripts,
8 and advise them of their rights regarding re-enrollment in public schools.
- 9 D. Provide up-to-date relevant academic information to Probation Officers and
10 administration in order to assist the return of students to public schools in their
11 communities.
- 12 E. Maintain a list of school district contacts responsible for the seamless transition of
13 students from court schools.
- 14 F. Provide a list of school contacts to all Fresno County stakeholders including but not
15 limited to: parents, Juvenile Court Judges, Public Defenders, and the District
16 Attorney's Office.
- 17 G. Participate in the Probation Department's transition team comprised of multiple
18 youth-serving agencies collaborating on developing a comprehensive transition plan
19 for in-custody minors returning to public schools in their communities ("Transition
20 Team"). The Transition Team has identified three core areas for which
21 subcommittees have been developed: In-Custody, Out-of-Custody, and Education
22 Services. This MOU does not preclude identifying additional core areas and
23 subcommittees, as needed.
- 24 H. Co-chair the Education Services subcommittee for the Probation Department's
25 Transition Team. In this role, facilitate biennial meetings with the school districts to
26 collaborate on improving communication regarding dates of release and educational

1 needs of students; and coordinating immediate school placement and enrollment of
2 students.

3 **2. OBLIGATIONS OF COUNTY:**

- 4 A. Provide FCSS' designated transition liaison(s) with anticipated student release
5 dates for all students in custody, including short term enrollments.
- 6 B. Provide a daily booking list to court school clerical staff each weekday morning to assist
7 in enrolling students in school. This list will be shared with FCSS' transition liaisons.
- 8 C. Provide a daily release list with the court schools' clerical staff to identify unexpected
9 releases.
- 10 D. Provide access for key FCSS staff to the Probation data-automation system to assist in
11 immediate school enrollment.
- 12 E. Ensure Probation officers facilitate weekly transition meetings with students, parents,
13 and collaborative agencies including school personnel to assist and provide students
14 with continual support as they transition from custody. These meetings include a
15 transition/after care plan to support students with their needs.
- 16 F. Probation officer and FCSS school transition liaison(s) will collaborate with the school
17 district to provide support to ensure each student's educational needs are being met.
- 18 G. Upon a student's release from custody, that student's assigned Deputy Probation
19 Officer will receive confirmation from the school district of the student's enrollment in
20 school. If he/she is not enrolled, the Probation Officer will provide follow-up with the
21 student, parents, and school.

22 **3. TERM:**

23 This MOU shall become effective upon the Effective Date and shall continue in full
24 force and effect until such time it is terminated pursuant to Section 4.

25 **4. TERMINATION:**

26 This MOU may be terminated by either Party, with or without cause, upon the giving of
27 thirty (30) days advance written notice of an intention to terminate to the other Party.
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2 **5. INDEMNIFICATION/INSURANCE:**

3 COUNTY agrees to indemnify, save, hold harmless, and at FCSS's request, defend
4 FCSS, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims,
5 and losses occurring or resulting to DISTRICT in connection with the performance, or failure to perform, by
6 COUNTY, its officers, agents, or employees under this Agreement, and from any and all costs and expenses,
7 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be
8 injured or damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or
9 employees under this MOU.

10 FCSS agrees to indemnify, save, hold harmless, and at FCSS's request, defend the
11 COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities,
12 claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to
13 perform, by FCSS, its officers, agents, or employees under this Agreement, and from any and all costs and
14 expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation
15 who may be injured or damaged by the performance, or failure to perform, of FCSS, its officers, agents, or
16 employees under this MOU.

17 Without limiting the indemnification of each party as stated in this Section 5, hereinabove,
18 it is understood and agreed that FCSS and COUNTY shall each maintain, at their sole expense, insurance
19 policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or
20 Joint Powers Agreement to fund their respective liabilities throughout the term of this MOU. Coverage shall
21 be provided for comprehensive general liability, automobile liability, professional liability, and workers'
22 compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation
23 shall not be required of either party under this MOU.

24 **6. CONFIDENTIAL RECORDS AND INFORMATION:**

25 If any document and/or information (including, but not limited to employee or student
26 records) subject to nondisclosure or protection under federal and/or California laws (collectively
27 "Confidential Materials") is provided to or created by a Party for or pursuant to this MOU, the Party shall:
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1 (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a
2 court order, as this Agreement may permit, or as a Party may authorize in writing; (B) not use the
3 Confidential Materials for any purpose not related to its performance of this Agreement; and (C) protect
4 and secure the Confidential Materials, including those that are saved or stored in an electronic form, to
5 ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing.
6 duplication, and use. The provisions of this Section 6 shall survive the termination of this MOU.

7 **7. DISPUTE RESOLUTION:**

8 The Parties shall meet and confer in good faith to resolve any disputes between them
9 regarding or relating to this MOU, including the alleged breach, interpretation, or application of this MOU.

10 **8. MODIFICATION:**

11 Any matters of this MOU may be modified from time to time by the written consent of
12 the Parties without, in any way, affecting the remainder.

13 **9. NON-ASSIGNMENT:**

14 Neither Party shall assign, transfer or sub-contract this MOU nor their rights or
15 obligations hereunder without the prior written consent of the other Party.

16 **10. NOTICES:**

17 The persons and their addresses having authority to give and receive notices provided
18 for or permitted under this MOU include the following:

<u>COUNTY:</u>	<u>FCSS:</u>
Philip Kader	Jim Yovino
Interim Chief Probation Officer	Superintendent
3333 E. American Ave., Suite B	Fresno County Superintendent of Schools
Fresno, CA 93725	1111 Van Ness Avenue
	Fresno, CA 93721
	Email: jyovino@fcoe.org

23 All notices between the Parties provided for or permitted under this agreement must
24 be in writing and delivered either by personal service, by first-class United States mail, by an overnight
25 commercial courier service, or by electronic mail transmission.

26 A. A notice delivered by personal service is effective upon service to the recipient.

1 B. A notice delivered by first-class United States mail is effective three business days
2 after deposit in the United States mail, postage prepaid, addressed to the
3 recipient.

4 C. A notice delivered by an overnight commercial courier service is effective the
5 recipient's next business day after deposit with the overnight commercial courier
6 service, delivery fees prepaid, with delivery instructions given for next day
7 delivery, addressed to the recipient.

8 D. A notice delivered by electronic mail is effective when transmission to the recipient
9 is completed (but, if such transmission is completed outside of recipient's
10 business hours, then such delivery shall be deemed to be effective at beginning of
11 the recipient's next business day), provided that the sender maintains a machine
12 record of the completed transmission.

13 For all claims arising from or related to this agreement, nothing in this agreement
14 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
15 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
16 beginning with section 810).

17 **11. GOVERNING LAW/ VENUE:**

18 Venue for any action arising out of or related to this MOU shall only be in Fresno
19 County, California. The rights and obligations of the Parties and all interpretation and performance of this
20 MOU shall be governed by the laws of the State of California.

21 **12. COUNTERPARTS:**

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

26 **13. ENTIRE AGREEMENT:**

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

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1 IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and
2 year first hereinabove written.

3 FRESNO COUNTY SUPERINTENDENT OF SCHOOLS _____ COUNTY OF FRESNO

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6 Dr. Kathryn Catania
7 (Authorized Signature)

8 Dr. Kathryn Catania, Deputy Superintendent

9 Jim Yovino, Fresno County
10 Superintendent of Schools

11 1111 Van Ness Avenue

12 Fresno CA 93721

13 Mailing Address

14 Sal Quintero

15 Sal Quintero Chairman of the Board of
16 Supervisors of the County of Fresno

17 **ATTEST:**

18 Bernice E. Seidel
19 Clerk to the Board of Supervisors
20 County of Fresno, State of California

21 By:

22 Rosa Cruz
23 Deputy

24 FOR ACCOUNTING USE ONLY:

25 ORG No.:
26 Account No.:
27 Requisition No.: