

**MEMORANDUM OF UNDERSTANDING BETWEEN
SACRAMENTO COUNTY PROBATION DEPARTMENT
AND THE SACRAMENTO COUNTY OFFICE OF EDUCATION
FOR THE OPERATION OF EL CENTRO JR./SR. HIGH SCHOOL**

This Memorandum of Understanding (MOU) between the Sacramento County Probation Department (PROBATION) and the Sacramento County Office of Education (SCOE) is for operation of El Centro Jr./Sr. High School, the juvenile court school within Sacramento County's Youth Detention Facility (YDF). SCOE and PROBATION are referred to jointly as "the Parties" or singly as a "Party."

I. BACKGROUND / PURPOSE / OBJECTIVES

The purpose of this MOU is to set forth the agreement of the Parties with respect to the operation of El Centro Jr./Sr. High School (El Centro), the juvenile court school within YDF consistent with Education Code section 48646 and Title 15 of the California Code of Regulations. This MOU is intended to establish a collaborative model that fosters an educational and residential environment that nurtures the whole child and consistently supports services that will meet the educational needs of students.

II. TERM

The term of this MOU is from date executed, through June 30, 2029, subject to the continuation of the program and the availability of funding.

III. PROGRAM RESPONSIBILITIES

- A. SCOE will administer and operate El Centro in compliance with relevant federal and state legal provisions and SCOE board policies and administrative rules and regulations. SCOE will:
1. Address the comprehensive needs of students and provide them with core academics, career and civic education, post-secondary awareness, interventions that are aligned with education standards, and evidence-based social-emotional practices.
 2. Foster a physically, emotionally, and intellectually safe learning environment, positive school climate, relevant and engaging learning experiences, positive and caring relationships, and school activities that help students feel connected with the school.
 3. Provide instruction by credentialed teachers.
 4. Provide a minimum school day consistent with the Education Code

requirements. Document all absences (excused and unexcused).

5. Provide a course of study that complies with the Education Code and includes the courses required for high school graduation.
6. Work with PROBATION to perform an intake evaluation for each student upon the student's placement at YDF to determine educational needs and ability to participate in all educational settings.
7. Immediately enroll eligible youth in school and evaluate students upon enrollment for appropriate placement in classes.
 - a. Interview a student upon admittance and maintain records that document the student's educational history, including:
 - i. School progress/history;
 - ii. English language testing and evaluation;
 - iii. Individualized services previously received;
 - iv. Discipline history.
 - b. Request each student's educational records upon enrollment, including transcripts, Individual Education Program (IEP), 504 Plan, state language assessment scores, immunization records, exit grades, and partial credit.
 - c. Evaluate each student's eligibility for a high school diploma (including waiver of local graduation requirements) and provide related notices to students as required by law. Inform each student of the number of credits needed to graduate.
 - d. Develop a preliminary education plan for each student within five school days.
8. Notify students of post-secondary education and vocational opportunities.
 - a. Provide opportunities for students to enroll in post-secondary institutions and provide dual credit as appropriate.
 - b. Provide students with opportunities for career technical education and provide related equipment.

9. Inform students of the availability of the High School Equivalency Tests. Prepare students for the test and administer the tests for students when appropriate.
10. Provide special education services as needed in compliance with federal and state legal requirements.
11. Provide supplemental instruction to students who do not demonstrate sufficient progress toward grade level standards.
12. Provide an educational program to students identified as English learners, as required by law.
13. Utilize culturally responsive and trauma-informed approaches in providing instruction.
14. Implement evidence-based preventions and interventions in the classroom to promote positive behaviors.
 - a. Consistent with Education Code and SCOE's board policies and administrative regulations, SCOE staff will use disciplinary measures that result in a loss of instructional time (i.e., suspension or expulsion) only when required or permitted by law and after other means of correction have been attempted and failed. SCOE staff will document other means of correction that have been attempted.
 - b. If interventions are unsuccessful and a student poses a danger to other students, SCOE will contact PROBATION staff. PROBATION will implement appropriate behavioral interventions.
 - i. Separation or a behavioral restraint will only be used to control behavior that poses a clear and present danger or serious physical harm to the pupil or others that cannot be immediately prevented by a less restrictive response.
 - ii. If PROBATION deems separation to be appropriate, it will keep constant, direct observation of the student during separation.
 - iii. PROBATION will report to the El Centro principal all school-related behavioral interventions that resulted in separation, physical restraint, or mechanical restraint within 48 hours of implementing such disciplinary practices. Based on the information provided by PROBATION, SCOE will be responsible for filing related reports pursuant to Education Code section 49006.

- c. The facility administrator, school principal, and appropriate staff may develop procedures for students who have continuing difficulty completing a school day.
 15. Assist students in transitioning to district schools by developing a transition plan that shall include providing timely transcript evaluations (including partial credit calculations) and pupil record transfers to be transferred to the district schools within two business days of the youth being enrolled in the district schools.
 - a. SCOE will utilize a Transition Specialist who will act as a liaison with the districts.
 - b. SCOE will facilitate transition services with PROBATION to the extent possible.
 16. Provide an annual program evaluation conducted by a qualified outside agency or individual.
 17. Reimburse PROBATION for janitorial services to be provided in accordance with IV(A) Budget and Payments below.
- B. PROBATION will provide a safe and secure environment for youth in YDF, promoting the health and well-being of the youth served in compliance with applicable legal requirements and Sacramento County policies. PROBATION will:
1. Maintain the safety and security of YDF. PROBATION acknowledges that education shall be provided to all youth regardless of classification, housing, security status, disciplinary or separation status, including room confinement, except when providing education poses an immediate threat to the safety of self or others. Education includes, but is not limited to, related services as provided in a youth's Section 504 Plan or Individualized Education Program (IEP). The school's positive behavior management plan will be integrated into YDF's overall behavioral management plan and security system.
 2. Work with SCOE to perform an intake evaluation for each student placed at YDF to determine educational needs and ability to participate in all educational settings. Timely provide SCOE with information necessary for enrollment and attendance in El Centro.. Advise the school principal of administrative decisions made by PROBATION staff that may affect the educational programming of students.

3. Ensure that operational procedures do not interfere with the time afforded for El Centro's minimum instructional day. Work with the school principal regarding potential scheduling issues.
4. Serve as positive role models and mentors to students regarding career readiness, academic achievement and mental and physical well-being.
5. Provide SCOE with information regarding a student's behavior that may impact the student's education.
6. Provide meals for students that are in compliance with federal and state requirements.
7. Consistent with Title 15, provide students with exercise, recreation, and daily programming including, but not limited to, trauma focused, cognitive, evidence-based social interventions and activities designed to reduce recidivism based on a youth's individual needs.
8. Provide appropriate classroom space for El Centro.
9. Provide janitorial services for El Centro and bill SCOE for the cost.
10. Provide regular maintenance and arrange for the provision of repairs to the facilities. For improvements requested by SCOE for specialized programs, PROBATION will be responsible for obtaining bids as necessary, and selecting and supervising contractors. SCOE may be responsible for the cost of such improvements, in which case PROBATION will provide SCOE with the quote and SCOE will agree in writing to the amount prior to any work being done on the improvements.
11. Provide timely information to SCOE regarding a student's release to help SCOE facilitate the student's school placement in the community.
12. Upon release, provide PROBATION services to youth who are under the jurisdiction of the juvenile court. Such youth will be provided supervision, services, and resources on an as-needed basis at the discretion of PROBATION.
13. Comply with Title 15 regulations and other applicable laws.

- C. PROBATION and SCOE will meet annually to review the goals and objectives of this MOU. The Parties will also meet as necessary to address any issues with the day to day operations or other concerns regarding provision of services through this MOU.

IV. BUDGET AND PAYMENTS

- A. PROBATION will bill SCOE to cover the cost of janitorial services. The estimated annual payment amount for the term of this MOU is \$52,000. Actual Payment will be based on actual services provided.
- B. PROBATION shall invoice SCOE quarterly within 30 days of the end of each billing period. SCOE shall provide payment to PROBATION no later than 30 days following the receipt of an invoice.

PROBATION shall submit invoices to:
Sacramento County Office of Education
Attn: Accounts Payable
P. O. Box 269003
Sacramento, CA 95826-9003
accountspayable@scoe.net

SCOE shall submit payment via check to:
Sacramento County Probation
Attn: Fiscal Services
8745 Folsom Blvd.
Sacramento, CA 95826

- C. SCOE will collect Average Daily Attendance (ADA) for the operation of El Centro.
- D. SCOE may pay for facility improvements it requests beyond regular maintenance and repair at a price previously agreed to by the parties.
- E. PROBATION and SCOE will meet annually in January to discuss subcontractors providing services to youth within YDF and budget related to these services for the following fiscal year to ensure each Party may reflect any resulting changes in their requested budget.

V. INDEPENDENT CONTRACTOR STATUS

- A. The Parties agree that the relationship created by this MOU is that of independent contractors. It is understood and agreed by the Parties that each Party shall have the sole authority to supervise and direct those activities and functions that are performed by its respective employees under this MOU.