

## Memorandum of Understanding

Stanislaus County Office of Education  
And  
Stanislaus County Probation Department

### PURPOSE

The Stanislaus County Office of Education and Stanislaus County Probation Department enter this Memorandum of Understanding to support a collaborative process for meeting the needs of youth who are receiving their education in juvenile court school. The purpose of this Memorandum of Understanding is to develop a collaborative model including a process for communication, decision making, mutually establishing goals, and conflict resolution that will foster an educational environment that nurtures the whole child and consistently supports services that will meet the educational needs of the youth.

### RESPONSIBILITY OF SCOE

1. Collaborate with the Probation Department on program development and implementation that will lead to student success.
2. Participate in joint process with the Probation Department in performing intake evaluation for each youth newly admitted / booked to the local juvenile facility to determine educational needs within two (2) business days, or under extraordinary circumstances within five (5) business days. Evaluation process shall result in the development of an educational plan for a youth while detained in a local juvenile facility that is integrated with other rehabilitative and behavioral management programs, and that supports the educational needs of the youth.
3. In collaboration with the Probation Department, assigned SCOE staff shall develop an individualized transition plan for youth detained for more than 20 consecutive school days.
4. Provide local educational agencies complete and accurate educational records including a youth transition plan within two business days of the youth being enrolled in the postplacement local educational agency.
5. Collaborate with the Probation Department to provide youth with a high school diploma or California high school equivalency certificate who are detained to a juvenile detention facility or committed to a secure youth treatment facility access to rigorous post-secondary academic and career technical education programs that fulfill requirements for transfer to a university and prepare them for career entry, respectively.
6. Collaborate with Probation Department on staff and funding resources to provide access to post-secondary academic and career technical courses and programs.
7. Provide Chromebooks for web-based learning platform to access online courses and programs through asynchronous and synchronous instruction for which they are eligible based on criteria to the extent possible, public post-secondary education campus providing the course or program.
8. Invoice the Probation Department for mutually agreed upon program costs.

### RESPONSIBILITY OF PROBATION DEPARTMENT

1. Collaborate with SCOE on program development and implementation that will lead to student success.
2. Participate in joint processes with SCOE in performing intake evaluation for each youth newly admitted / booked to the local juvenile facility to determine educational needs within two (2) business days, or under extraordinary circumstances within 5 (5) business days. Evaluation processes shall result in the development of an educational plan for a youth while detained in a local juvenile facility that is integrated with other rehabilitative and behavioral management programs, and that supports the educational needs of the youth.
3. In collaboration with SCOE, participate in the development of an individualized transition plan for youth detained for more than 20 consecutive school days.
4. Collaborate with SCOE to provide youth with a high school diploma or California high school equivalency certificate who are detained to a juvenile detention facility or committed to secure youth treatment facility access to rigorous post-secondary academic and career technical education programs that fulfill requirements for transfer to a university and prepare them for career entry, respectively.
5. Collaborate with SCOE on staff and funding resources to provide access to post-secondary academic and career technical courses and programs.
6. Provide all required background clearances for contracted industry partner instructors. Collect and share student data with SCOE as necessary.
7. Invoice SCOE for mutually agreed upon program costs.

### GENERAL PROVISIONS

#### 1. TERMS OF AGREEMENT

- a. This agreement shall commence upon execution by both parties and shall automatically renew on a fiscal year basis through the 2027-2028 fiscal year. Terms of this agreement shall expire June 30, 2028.

### ADDITIONAL REQUIREMENTS

#### 1. INSURANCE/INCORPORATION REQUIREMENTS

- a. SCOE and the Probation Department shall have on file evidence of incorporation, all pertinent insurance policies, fidelity bonds, and other coverage required by federal, state, and/or local regulations. In addition, child maltreatment coverage shall be in force during the entire term of this agreement.
- b. SCOE and the Probation Department shall provide evidence that liability insurance at a limit of not less than \$1,000,000.00 shall be kept in force during the entire term of this agreement. Failure to maintain liability insurance in the limits stated above is grounds for immediate termination of this agreement.
- c. SCOE and the Probation Department shall maintain liability insurance in the limits stated herein, with SCOE as additionally insured on the Liability insurance policy.

**2. ON-APPROPRIATIONS:**

- a. SCOE is a public body and is authorized by the Constitution and laws of the State of California to enter the transactions contemplated by this Agreement and to carry out its obligations there under.
- b. SCOE reasonably believes that funds can be sufficiently obtained to fulfill outlined responsibilities during the term of the agreement and hereby covenants that it will do all things lawfully within its power to obtain, maintain, properly request, and pursue funds.

**3. TERMINATION POLICY:**

- a. This MOU will become effective upon execution and will remain in effect until either party, with or without cause, provides a thirty day advance written notice to terminate, addressed as follows:

To **SCOE**

Sandra Day  
Assistant Superintendent, Educational Options Division  
1325 H Street, Modesto CA 95354

To **Stanislaus County Probation Department**

Mark Ferriera  
Chief Probation Officer, Stanislaus County Probation  
2215 Blue Gum Avenue

**4. CHANGES IN STATE OR FEDERAL REGULATIONS OR LAWS:**

- a. If federal or state laws or regulations are changed to prohibit the performance of the SCOE's obligations per this partnership Agreement with SCOE and Probation Department, SCOE may terminate this agreement upon 30 calendar day written notice to Probation Department.

**5. INDEMNITY**

- a. SCOE agrees to indemnify, defend and hold harmless the Probation Department and its successors, assigns, board of trustees, members of the board of trustees, officers, employees, staff, agents, students, volunteers, subcontractors, and third-party organizations from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by SCOE and/or its successors, assigns, board of trustees, members of the board of trustees, officers, employees, staff, agents, students, volunteers, subcontractors, and third-party organizations related to this Agreement. The indemnity and defense obligations set forth in this Agreement shall remain in full force and effect during the term of the Agreement and shall survive the termination of this Agreement for any actual or alleged act, omission, injury or other causes of action or liability that occurred during the term of this Agreement.

- b. Probation Department agrees to indemnify, defend and hold harmless SCOE, assigns, board of trustees, members of the board of trustees, officers, employees, staff, agents, students, volunteers, subcontractors, and third-party organizations from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the Probation Department and/or its successors, assigns, board of trustees, members of the board of trustees, officers, employees, staff, agents, students, volunteers, subcontractors, and third-party organizations related to this Agreement. The indemnity and defense obligations set forth in this Agreement shall remain in full force and effect during the term of the Agreement and shall survive the termination of this Agreement for any actual or alleged act, omission, injury or other causes of action or liability that occurred during the term of this Agreement.
- c. In the event of the concurrent negligence of SCOE and Probation Department then the liability for all claims for injuries and damages which arise out of the terms and conditions of this agreement shall be apportioned under "California's Theory of Comparative Negligence" as presently established, or as may be hereafter modified. The duty to indemnify shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### **6. BINDING AGREEMENT**

- a. The parties expressly covenant that this Partnership Agreement shall inure to the benefit of, and be binding upon, their respective heirs, administrators, representatives, successors, trustees, beneficiaries, and assigns.

#### **7. ASSIGNMENT**

- a. Neither party may assign or transfer this Partnership Agreement, or any part thereof, without the prior written consent of the other party.

#### **8. MERGER**

- a. The parties agree that this Partnership Agreement is intended as a final expression of the agreement of the parties hereto and is intended also as a complete and exclusive statement of the terms of the agreement described herein. All prior discussions, prior statements of the parties hereto, prior agreements or any contemporaneous oral agreements are hereby superseded and merged into this Partnership Agreement.

#### **9. MODIFICATION**

- a. This Partnership Agreement may not be altered, amended, or modified or changed in any respect or whatsoever except by a writing duly executed by all parties hereto.

#### **10. ATTORNEYS FEES**

- a. If suit is brought to enforce or interpret any part of this Partnership Agreement, the prevailing party in such suit shall be entitled to recover from the opposing party reasonable costs and attorney fees to be fixed by the court.

**11. SEVERABILITY**

a. If any provision of this Partnership Agreement shall in any respect be declared invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or condition of this Partnership Agreement, and this Partnership Agreement shall be interpreted as if such invalid, illegal, or unenforceable term or condition was not a part hereof.

**12. NO THIRD-PARTY BENEFICIARY**

a. This Partnership Agreement is by and between the parties named herein and no third party is intended either by expression or implication to be benefited by this Agreement.

**13. REPRESENTATION OF COMPREHENSION OF DOCUMENT**

a. Each party has reviewed and revised or had the opportunity to review and revise this Partnership Agreement; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment of it.

**14. AUTHORIZATION**

a. Each person executing this Partnership Agreement represents that the execution of this Partnership Agreement has been duly authorized by the party on whose behalf the person is executing the Partnership Agreement and that such person is authorized to execute the Partnership Agreement on behalf of such party.

We, the Undersigned, understand and agree to the statements, policies and regulations appearing within this Agreement for Services.

That the parties hereto have agreed, promised, and covenanted to perform the obligations herein set forth we have subscribed our names hereto this 1st of October 2023 at Modesto, County of Stanislaus, State of California.

Signatures:

Julie A  
Betschart  
Digitally signed by Julie A  
Betschart  
Date: 2023.11.01 15:23:24  
-07'00'

Julie A. Betschart, SCOE Deputy  
Superintendent Stanislaus County  
Office of Education

Mark Ferriera  
Digitally signed by Mark  
Ferriera  
Date: 2023.10.26 16:29:14  
-07'00'

Mark Ferriera, Chief Probation Officer  
Stanislaus County Probation