

**MEMORANDUM OF UNDERSTANDING
BETWEEN CAMPBELL COUNTY SCHOOL DISTRICT NO.1
AND CAMPBELL COUNTY SHERIFF'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between Campbell County School District No. 1, a Wyoming School District, with an address at 1000 W. 8th Street, Gillette, WY 82716, and Campbell County Sheriff's Office, a division of Campbell County, Wyoming, with an address at 600 W. Boxelder Road, Gillette, Wyoming, 82718.

WHEREAS, Campbell County Sheriff's Office maintains and operates Campbell County Detention Center, which houses adults and juvenile inmates; and

WHEREAS, Campbell County School District No. 1 ("CCSD") wants to create and fulfill a collaboration with Campbell County Detention Center aligned with Title 1, Part D of the Elementary and Secondary Education Act: The Prevention and Intervention Programs for Children and Youth Who are Delinquent, or At-Risk, and which follows guidelines that adhere to ESSA SEC. 1425 Program Requirements for Correctional Facilities Receiving Funds Under this section.

IT IS, THEREFORE, AGREED, between the parties as follows:

A. Term Of MOU. The MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to the MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days' written notice, which notice shall be delivered by hand or certified mail.

B. Responsibilities of Campbell County Sheriff's Office. The Campbell County Sheriff's office agrees to:

1. Coordinate with CCSD to allow approved teachers access to Campbell County Detention Center for the purpose of providing educational resources to incarcerated youth, such that CCSD can comply with the statutory requirements outlined below.

C. Responsibilities of CCSD. The following subsections address the Title 1-D Subpart 2 statutory requirements under ESSA, Section 1425, and how those requirements will be met by CCSD through this MOU:

1. **Provide information of how the educational programs in the facility will coordinate with the student's home school, particularly in relation to student with Individualized Education Programs ("IEPs") as in Part B of the Individuals with Disabilities Education Act ("IDEA"):** The Applied Programs for Inmate Education ("APIE") collaborates with the home school of all students brought in to the program. This communication begins with an Intake Introduction from the APIE staff to the CCSD

Out of District Placement ("ODP") Coordinator (elementary/secondary SpEd Coordinator, depending on the student's single grade level, who will coordinate with the student's home school.) A representative of the student's home school will be notified by the CCSD ODP Coordinator who will reach out to APIE staff. APIE staff will brief the student's home school team on the successes of all students entering their juvenile corrections program and/or student's current educational plan at school. At such Intake Introduction, APIE staff will be informed of students with IEPs and will collaborate with CCSD staff as to continue student's IEP in adherence to Part B of IDEA.

- 2. Provide information on how a child's or youth's local school will be made aware if he or she is identified as needing special education services while in the facility:** As per CCSD Policy 5071, CCSD implements an ongoing system to locate, identify, and evaluate all children birth to 21 years of age residing within the school district who have disabilities and need early intervention under Part C or special education under Part B of IDEA. CCSD shall identify all children with disabilities regardless of severity of their disability, including children who are wards of the State. Education staff located within the APIE program will communicate as needed with the ODP Coordinator, who will reach out to the student's home school Behavior Intervention Team ("BIT") to begin interventions, strategies, and possible testing to determine if the incarcerated student needs special education services while in the facility. The CCSD BIT is composed of staff with expertise and knowledge of the student.
- 3. Include information on how the facility will provide transition assistance to help youth stay in school:** CCSD, in shared collaboration with the Campbell Juvenile Detention Education Program, has a partnership based on the ideals of safe and successful re-integration into public school. For students facing the difficulties associated with returning from the Detention Center back to the public school environment, the student will have a re-entry introduction back into their home school. This re-entry coordination will consist of, but is not limited to, family environment, school counseling resources, information on how to use the school counselor, substance abuse referral when needed, tutoring resources, community counseling resources, independent living resources, and an advocacy or mentorship teacher.
- 4. Include information on the support programs which the facility will provide for children and youth who have dropped out to:** **A) Encourage them to reenter school once their enrollment at the facility is completed, OR B) Develop the skills necessary to gain employment, or gain a recognized equivalent of a high school diploma:** If a student enters APIE and is not enrolled in school, APIE staff will conference with the student on what their educational goals look like. If a student is interested in options other than high school education, they are offered information from the local NWCCD Center for College and Career Readiness, formally known as the Adult Basic Education ("ABE") program. This criterion will help prepare eligible adults and students for new career paths, getting into college, and completing high school equivalency programs. The Center aids students in gaining necessary skills in reading, English language (for ESL students), high school equivalency test prep, and skill development for college and career, as well as work readiness promotion through resumes, cover letters, and job searches.

5. **Include information on how the facility will work to ensure it is staffed with teachers and staff who are trained to work with children and youth with disabilities:** The education staff who work with the incarcerated students are At-Risk Certified General Education Teachers who ensure that the needs of students are met, including meeting the IEP needs for identified students.
6. **Provide information on how the facility will ensure that the educational program is comparable to the programs offered in the district school:** The APIE curriculum mirrors that of the CCSD curriculum. Incarcerated students have access to computers where they will access their educational curriculum, along with teacher support and instruction.
7. **Provide information on how the facility will use technology to help coordinate educational programs between the facility and the community school:** CCSD utilizes curriculum and units of instruction in Schoology for students to access content within the school setting as well as remote education outside of the classroom when students are not present in the classroom. Schoology builds collaboration between teacher, students, and parents, allowing teachers to create instructional materials to prevent learning loss. Performance Matter collects and analyses student performance data from all assessments, allowing teachers and administration to identify loss and areas of focus. CCSD uses Odysseyware/ Edgenuity to provide opportunities for credit recovery at this secondary level.
8. **Provide information on how the facility will involve parents, with a focus on improving the educational achievement of their children in participating in future delinquent activities:** When released, the student will be on probation and have a Multi-Disciplinary Team ("MDT") that will assist and educate the families on the importance of their child's education and how decisions outside of the school can impact educational success. A MDT meeting is a meeting held prior to a court hearing and gives an opportunity for all adults involved in a student's case to provide their input and recommendations. Examples of individuals that may be included in the MDT are school personnel, attorneys, parents, probation, diversion, and mental health counselors.
9. **Provide information on how the facility will coordinate funds received under Title 1-D, Subpart 2 with other available local, state, and Federal funds, such as funds made available under Title 1 of the Workforce and Innovation Act, as well as Career and Technical Education funds:** CCSD will work with the Division of Vocational Rehabilitation ("DVR") along with the CCSD transition specialist to coordinate career opportunities for the students in the facility.
10. **Provide information on how the facility will work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth:** The Wyoming Department of Workforce Services and DVR works in partnership with CCSD and other stakeholders to provide services and advocacy resulting in employment, independent living, and equality for individuals with disabilities. DVR can come to the Detention Center, along with the CCSD transition specialist, to work with students in developing work experiences for them.
11. **Upon the child's or youth's entry into the facility, work with the district to ensure that the relevant and appropriate academic records and plans regarding the**

continuation of education services are shared jointly between the facility and district in order to facilitate the transition of the student between the district and the facility: APIE education staff will communicate the CCSD ODP coordinator who will work with the appropriate home school of the student.

- 12. Consult with the district for a period that is jointly determined by the facility and district upon discharge from the facility, to coordinate educational services so as to minimize disruption to the student's achievement:** APIE Staff will communicate with the CCSD ODP Coordinator to notify the school staff the student is transitioning from the Detention Center and needs to be integrated into the placement that best fits the student's educational needs within 10 days.

D. General Provisions

1. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed, and signed by all parties to this MOU.
2. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.
3. **Entirety of Agreement.** The MOU, consisting of five (5) pages, represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
4. **Governmental Immunity:** Each of the parties to this MOU are Wyoming governmental entities. By entering into the MOU, neither party waives any governmental immunity to which it is entitled and expressly reserves the right to assert governmental immunity and defenses to any claims arising hereunder.
5. **Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
6. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
7. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

E. Signatures. The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Detention Center MOU 5

The effective date of this MOU is the date of the signature last affixed to this page.

Campbell County School District No. 1

David Bartlett- Associate Supt.

Date:

Campbell County Sheriff's office

Scott Matheny- Sheriff

Date:

4/9/24