



Tehama County Department of Education

Richard DuVarney
Tehama County
Superintendent of
Schools

1135 Lincoln Street Red Bluff CA 96080 | 530.527.5811 | www.tehamaschools.org

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between the **Tehama County Department of Education**, herein called TCDE, and **Tehama County Probation Department**, herein called Probation which provides the mechanism and defines the roles and responsibilities through which these agencies will work together to provide educational services at Probation's juvenile detention and treatment facility located in Tehama County. This Joint Transition Planning Policy details the requirements for AB 1354, which updated AB 2276 and amended Education Code Section 48647 on January 1, 2020.

Probation and TCDE acknowledge that, per Welfare & Institutions Code (WIC) Section 852, the facilities are under the management of the Chief Probation Officer of Tehama County. Each facility manager has the responsibility for their respective facility pursuant to WIC Section 853. The agencies also acknowledge that per WIC Section 889 and Education Code Section 48645 et seq., the Superintendent of Schools of Tehama County and the Tehama County Board of Education are responsible for the administration and operation of public schools in any county juvenile detention and treatment facility. Both agencies agree to the following roles, responsibilities, and accompanying terms and conditions, which will remain in effect until terminated or modified as defined within the terms.

SCOPE

This MOA is to define an operational plan at the identified facility through which youth and emerging adults receive educational services that meet their needs and, where applicable, also receive customized case plans, including Transitional Individual Learning Plans (TILPs), 504 Plans, English Language Development (ELD) Plans, or Individualized Education Programs (IEPs). This agreement shall apply to the Tehama County Juvenile Justice Center.

TERM

This MOA shall be effective upon execution by the signatures of both the Chief Probation Officer of Tehama County and the Tehama County Superintendent of Schools through June 30, 2028, with the option to renew in one-year increments through June 30, 2030, unless modified as defined in the amendment section.

AMENDMENT OR TERMINATION OF MOA

This MOA, along with any incorporated attachments, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOA. No addition to, or alteration of, the terms of this MOA, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOA formally approved and executed by both Probation and TCDE.

Serving Students, Schools, and the Community

Antelope | Corning Elementary | Corning High | Evergreen | Flournoy | Gerber | Kirkwood
Lassen View | Los Molinos | Red Bluff Elementary | Red Bluff High | Reeds Creek | Richfield

This MOA may be amended at any time with the written concurrence of all parties. Consideration for amendment will be given upon written notification by one party to the other. Probation and TCDE will review this MOA at least annually and modify as needed. This MOA can be terminated with or without cause by either party upon thirty (30) days' written notification to the other party, or due to unavailability of funding. Termination of the MOA will take effect thirty (30) days following receipt of the written notice of termination or upon the effective date of funding expiration.

AGENCY REPRESENTATIVES

The following agency representatives will serve as the primary points of contact as it relates to accomplishing the terms of this Agreement:

Probation — Pamela Gonzalez, Tehama County Chief Probation Officer

TCDE — Richard DuVarney, Tehama County Superintendent of Schools

TRANSITION AND RE-ENTRY PLANNING

The Superintendent of Schools or designee and the Chief Probation Officer or designee shall develop policies and procedures to meet the transition needs of youth, including the development of an education transition plan, per the State Education Code and alignment with Title 15, Minimum Standards for Juvenile Facilities, Section 1355.

This Joint Transition Planning Policy details the requirements for AB 1354, which updated AB 2276 and amended Education Code Section 48647 on January 1, 2020. Probation and the TCDE outline the joint policies, systems, including data sharing systems, transition centers, and other joint structures that allow for the immediate transfer of educational records, create uniform systems for calculating and awarding course credit, and allow for the immediate enrollment of students transferring from juvenile court schools.

Upon a student's exit from the Court School, TCDE will ensure a structured transition plan is in place to support successful reintegration into the community. The following protocol will be implemented:

1. Immediate Notification & Enrollment Support:
 - Within 72 hours of release, TCDE staff will send re-entry letters and student transition plans to school districts.
 - TCDE will follow up with the receiving district within five (5) business days to confirm enrollment and ensure appropriate placement.
2. Collaboration with Probation for Re-Engagement:
 - At the end of each week, TCDE will generate a CALPADS report to track student re-enrollment status.
 - If a student has not enrolled within ten (10) business days, TCDE staff will notify Probation and the assigned probation officer, if applicable, to assist in identifying barriers to enrollment.
3. Extended Follow-Up & Data Collection:
 - TCDE will conduct monthly follow-ups for three months post-release to track student engagement.
 - Probation and TCDE will collaborate to address common barriers to re-enrollment, such as transportation, missing documentation, or academic placement issues.

ROLES AND RESPONSIBILITIES

TCDE shall comply with California Code of Regulations (CCR), Title 15 — Minimum Standards for Juvenile Facilities, 51370.

TCDE shall provide comprehensive, individualized education plans for all youth in detention, ensuring compliance with state and federal laws. This includes:

1. Academic & Supportive Interventions:
 - All students will have an Individual Learning Plan (ILP) developed within five (5) school days of enrollment.
 - If a student has an IEP, 504 Plan, or ELD Plan, TCDE staff will collaborate with Probation to ensure the required accommodations and modifications are in place.
 - TCDE will integrate culturally responsive, trauma-informed approaches into classroom instruction.
2. Monitoring & Accountability:
 - A biannual review of educational services will be conducted to assess compliance with student support plans.
 - An external evaluator will review program effectiveness and recommend improvements.

School Programs

The Tehama County Department of Education shall provide for the administration and operation of juvenile court schools in conjunction with the Chief Probation Officer or designee pursuant to applicable State laws. The school and facility administrator (Chief Probation Officer) shall develop and implement written policy and procedures to ensure communication and coordination between educators and probation staff.

Culturally responsive and trauma-informed approaches should be applied when providing instruction. Education staff should collaborate with the facility administrator to use technology to facilitate learning and ensure safe technology practices.

The facility administrator shall request an annual review of each required element of the program by the Superintendent of Schools or designee, and a report or review checklist on compliance, deficiencies, and corrective action needed to achieve compliance, deficiencies, and corrective action needed to achieve compliance with this section. Such a review, when conducted, cannot be delegated to the principal or any other staff of any juvenile court school site. The Superintendent of Schools or designee shall conduct this review with a qualified outside agency or individual. Upon receipt of the review, the facility administrator or designee shall review each item with the Superintendent of Schools or designee and shall take whatever corrective action is necessary to address each deficiency and to fully protect the educational interests of all youth in the facility.

Required Elements

The educational program shall comply with the State Education Code and TCDE policies, all applicable federal education statutes and regulations, and provide for an annual evaluation of the educational program offerings. As stated in the 2009 California Standards for the

Teaching Profession, teachers shall establish and maintain learning environments that are physically, emotionally, and intellectually safe. Youth shall be provided a rigorous, quality educational program that responds to the different learning styles and abilities of students and prepares them for high school graduation, career entry, and post-secondary education. All youth shall be treated equally, and the education program shall be free from discriminatory action. Staff shall refer to transgender, intersex, and gender-nonconforming youth by their preferred name and gender.

- a. The course of study shall comply with the State Education Code and include, but not be limited to, courses required for high school graduation: English/Language Arts, Social Sciences, Physical Education, Science, Health, Mathematics, Fine Arts/Foreign Language, and Electives (including career education).
- b. Information and preparation for the High School Equivalency Test (GED, HiSET) as approved by the California Department of Education shall be made available when possible.
- c. Youth shall be informed of post-secondary education and vocational opportunities.
- d. Administration of the High School Equivalency Tests, as approved by the California Department of Education, shall be made available when possible with the coordination of probation.
- e. Supplemental instruction shall be afforded to youth who do not demonstrate sufficient progress towards grade-level standards.
- f. The minimum school day shall be consistent with the State Education Code Requirements for juvenile court schools. The facility administrator, in conjunction with education staff, must ensure that operational procedures do not interfere with the time afforded for the minimum instructional day. Absences, time out of class or educational instruction, both excused and unexcused, shall be documented. 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).
- g. Graduation Requirements:
Tehama County Court School requires 230 credits to graduate in specific subjects as defined by the Tehama County Board of Education and the State of California.

<u>Required Courses</u>	<u>Required Credits</u>
English Language Arts	40
Mathematics, including Algebra I (10 credits)	30
Science	20
Life Science (10 credits)	
Physical Science (10 credits)	
History/Social Science	30
World History (10 credits)	
United States History (10 credits)	
American Government (5 credits)	
Economics (5 credits)	
Physical Education	20
Fine Arts/Foreign Language	10
Vocational Art	10
Geography/Ethnic Studies	5
Health	5
Electives	<u>60</u>
Total	230

AB 2306 - provides that it is the intent of the Legislature that students in juvenile court schools have a rigorous curriculum that includes a course of study preparing them for high school graduation and career entry and fulfilling the requirements for admission to the University of California and the California State University. AB 2306 further provides that if a student meets statewide coursework requirements while attending a juvenile court school, the county office of education must issue to the student a diploma of graduation and cannot require the student to complete coursework or other requirements that are in addition to the statewide coursework requirements.

If a student completes the statewide coursework requirements for graduation specified in Section 51225.3 while attending a juvenile court school, the county office of education shall issue to the student a diploma of graduation and shall not require the student to complete coursework or other requirements that are in addition to the statewide coursework requirements unless otherwise stated in a student's education plan (AB 2306 - Education Code S 48645.5(d)). Court School students in their 11th and 12th grade years will be subject to the minimum graduation requirements of 130 credits as defined by the state in the following subjects:

- 3 years of English
- 2 years of Mathematics (including one year of a course that would meet the Algebra requirement)
- 2 years of History (US and World)
- 1 year of Life Science
- 1 year of Physical Science
- 2 years of Physical Education
- 1 Semester of Economics
- 1 Semester of Government
- 1 year of a Fine Art or Language Other than English or CTE

Students in transition (foster youth, students in homeless situations, and those transitioning from a juvenile court school) who transfer schools after their second year of high school may be eligible to graduate by completing the minimum California state graduation requirements if they are not reasonably able to complete all TCDE graduation requirements by the end of their fourth year of high school. Completing a second year of high school is defined as either a) completing two years of high school, or b) completing sufficient high school credits to be considered a high school junior or senior.

AB 1124 - Juvenile Court School Students and High School Graduation Requirements

AB 1124 permits the student, upon agreement between the county office of education and the student or the person holding the right to make educational decisions for the student, to take coursework or other requirements adopted by the governing board of the county office of education, and to defer the granting of the diploma until the student is released from the juvenile detention facility. Upon the release from a juvenile detention facility of a student who is entitled to a diploma, AB 1124 permits the student or person holding the right to make educational decisions for the student to elect to decline the issuance of the diploma to enroll the student in a school operated by a local educational agency or charter school to take additional coursework, as specified. AB 1124 authorizes the filing of a complaint of noncompliance with these provisions to be filed with the local educational agency under the Uniform Complaint Procedures outlined in the California Code of Regulations. AB 1124 requires that a local educational agency find merit in a complaint or, if the Superintendent of Public Instruction finds merit in an appeal, the local educational agency provide a remedy to the affected student.

Student Exit from Court School

Upon exiting a Court School, TCDE staff notify the school district that the youth has left the facility and will be returning to their school district. TCDE staff complete a Transition Re-Entry Plan for the students who exit the Court School.

The TCDE Transition Specialist mails re-entry letters and student transition plans to school districts within 72 hours after release from the juvenile hall with the following information:

A student who has been enrolled in a juvenile court school, upon release, shall not be denied immediate enrollment in a public school for any of the reasons specified in Education Code Section 48853.5(e)(8)(B), including, but not limited to, a delay in the transfer of educational records.

Each public-school district and county department of education shall accept for credit full or partial coursework satisfactorily completed by a student while attending a public school, juvenile court school, or nonpublic, nonsectarian school or agency. The coursework shall be transferred by means of the standard state transcript (Education Code Section 48645.5 (a)). The student transcript will be sent within three business days at the school district's request.

Students transitioning from a juvenile court school who transfer schools after their second year of high school may be eligible to graduate by completing the minimum California state graduation requirements if they are not reasonably able to complete all district graduation requirements by the end of their fourth year of high school (AB 2306). Students who graduate under AB 2306 do not have to complete additional district high school graduation requirements.

A student who has been enrolled in a juvenile court school, upon release, shall not be denied immediate enrollment in a public school for any of the reasons specified in Education Code

Section 48853.5(e)(8)(B), including, but not limited to, a delay in the transfer of educational records.

Each public-school district and county department of education shall accept for credit full or partial coursework satisfactorily completed by a student while attending a public school, juvenile court school, or nonpublic, nonsectarian school or agency. The coursework shall be transferred by means of the standard state transcript. If a student completes the graduation requirements of his or her school district of residence while being detained, the school district of residence shall issue to the student a diploma from the school the student last attended before detention or, in the alternative, the county superintendent of schools may issue the diploma Education Code Section 48645.5 (a).

- 1 . A student shall not be denied enrollment or readmission to a public school solely on the basis that he or she has had contact with the juvenile justice system, including, but not limited to:
 - a. Arrest.
 - b. Adjudication of a juvenile court.
 - c. Formal or informal supervision by a probation officer.
 - d. Detention for any length of time in a juvenile facility or enrollment in a juvenile court school.
2. Pursuant to subparagraph (B) of paragraph (8) of subdivision (e) of Section 48853.5, a student who has had contact with the juvenile justice system shall be immediately enrolled in a public school.

The student transcript is sent within three business days to the school district requested.

At the end of each week, TCDE staff will run a report in CALPADS to see if the student has reenrolled in the school district of residence. TCDE will provide the probation staff with a list of all students, indicating if they have not enrolled in school.

Probation staff will work with TCDE and the student's assigned probation officer, if applicable, to locate the student. TCDE staff will call or email the parents/guardians to determine the reason that the student is not enrolled in school. If the student has a probation officer, Probation will refer the family to resources or the appropriate school district to remove barriers to enrollment. TCDE staff will contact the school district when a youth has not enrolled in school.

School Discipline

Positive behavior management will be implemented to reduce the need for disciplinary action in the school setting and will be integrated into the facility's overall behavioral management plan and security system.

School staff shall be advised of administrative decisions made by probation staff that may affect the educational programming of students. School staff will be responsible for providing classroom management, which includes supervising the physical education program. Probation staff will be present throughout the school day to provide general security and ensure the safety of students and school staff.

Except as otherwise provided by the State Education Code, expulsion/suspension from school shall be imposed only when other means of correction fail to bring about proper conduct. School staff shall follow the appropriate due process safeguards as set forth in the State Education Code, including the rights of students with special needs. School staff shall document the other means of correction used prior to imposing expulsion/suspension if an expulsion/suspension is ultimately imposed. The principal of the school shall determine if a student will be suspended from school.

The facility administrator, in conjunction with education staff, will develop policies and procedures that address the rights of any student who has continuing difficulty completing a school day. Any removal from school for behavioral reasons shall be documented by school staff. Copies of the documentation shall be provided to the duty officer before the end of the school day

Provisions for Individuals with Special Needs

State and federal laws and regulations shall be observed for all individuals with disabilities or suspected disabilities. This includes but is not limited to child find, assessment, continuum of alternative placements, manifest determination reviews, and implementation of Section 504 Plans and Individualized Education Programs.

Youth identified as English Learners (EL) shall be afforded an educational program that addresses their language needs under all applicable state and federal laws and regulations governing programs for English Learner students. Educational instruction shall be provided to youths restricted to high-security or other special units.

Educational Screening and Admission

Youth shall be interviewed within 24 hours by TCDE staff after admittance, and a written record prepared that documents a youth's educational history, including but not limited to:

1. School progress/school history.
2. Home Language Survey and English Language Proficiency Assessments for California (ELPAC) results to determine whether the youth is an English Learner or Fluent English Proficient (FEP) as defined by the Education Code.
3. Special needs, including special education and 504 eligibility, when appropriate.
4. Migrant status as defined by the Education Code.
5. Behavior needs/issues.

Youth will be immediately enrolled in school. Educational staff shall conduct an assessment to determine the youth's general academic functioning levels to enable placement in core curriculum courses.

After admission to the facility, a preliminary education plan shall be developed by TCDE staff for each youth within five school days.

If a youth is detained, the education staff shall immediately request the youth's records from his/her prior school(s), including, but not limited to, transcripts, Individual Education Program (IEP), 504 Plan, ELPAC scores, immunization records, and exit grades. Upon receipt of the transcripts, the youth's educational plan shall be reviewed and modified as needed. Youth should be informed of the credits they need to graduate. For students in special education, records must be received within 5 school days. If student records are not received, the TCDE Alternative Education Principal shall be notified on the next school day following the five-day window.

Educational Reporting

The complete facility educational record of the youth shall be forwarded to the next educational placement upon request in accordance with the State Education Code. The County

Superintendent of Schools shall provide appropriate credit (full or partial) for coursework completed while in a juvenile court school in accordance with the State Education Code.

Awarding Credits

Courses are based on 5 credits per semester. Partial credits (less than 5 credits) may be awarded due to length of time in course and/or concepts/content/standards completed (Schools have a legal obligation pursuant to Education Code Sections 49069.5 and 51225.2 to calculate, issue,

and accept partial credits, even if their school district boards have not yet adopted a partial credit policy).

Post-Secondary Education Opportunities

The school and facility administrator should, whenever possible, collaborate with local postsecondary education providers to facilitate access to educational and vocational opportunities for youth who require the use of technology to implement these programs as per AB 2417

Classroom Maintenance and Cleanliness

TCDE shall ensure adequate maintenance and repairs of TCDE-owned equipment in the classrooms and other educational spaces.

The Tehama County Probation Department agrees to support the maintenance of a clean and safe educational environment within the juvenile facility. This includes coordinating with facility custodial staff to ensure that classrooms assigned to Tehama Oaks are cleaned on a regular basis. Cleaning shall include:

- Daily surface cleaning (desks, counters, whiteboards, and high-touch areas)
- Weekly sweeping and mopping of hard flooring
- Regular vacuuming of carpeted areas, with deep cleaning/shampooing of carpets conducted at least annually or as needed based on usage
- Timely response to any sanitation or cleanliness concerns reported by school staff

Probation will assign a point of contact responsible for addressing facility-related concerns raised by Tehama Oaks personnel.

Outside Vendors

TCDE shall advise the Duty Officer whenever they desire to arrange for outside vendors or visitors to enter the grounds of a Probation Facility. Access is subject to approval by the facility managers or designee. If approval is granted, probation shall provide an escort and supervision.

Prison Rape Elimination Act

Comply with the requirements under the Prison Rape Elimination Act 2003 by ensuring all TCDE employees who may have contact with youth in Probation's facilities, have successfully passed a criminal background check.

1. Consult with the child abuse registry maintained by the state or locality in which the employee will be employed.
2. Consult with Probation regarding current and potential new employees who may have contact with you in Probation's facilities, who have a substantiated or unsubstantiated allegation of sexual harassment.
3. Criminal background checks shall be completed every five years or have a system in place to capture such information for all employees who may have contact with youth in Probation's facilities.
4. Provide a live scan set of prints to Probation.

Probation shall:

1. Be responsible for the safe order and operation of each probation facility
2. Provide reasonable advance notice to TCDE staff of any changes in safety and security measures.
3. Ensure that the procedures for delivering youth to their educational programs do not interfere with the time afforded for the minimum instructional day.
4. Provide TCDE staff with a list of students designated to attend school and encourage all students to attend school for a minimum of 240 minutes of daily instruction, unless properly excused.
5. Notify TCDE staff of any student with identified special education and/or limited English needs if that information is available at the time of intake.
6. Provide orientation training to all school staff (including substitutes) regarding probation's roles and responsibilities in an institutional setting as well as the expectations of TCDE staff for maintaining safety and security of the facility, youth, and staff.
7. Provide a daily list to TCDE staff of students to be transferred into or out of the facility.
8. Provide adequate staff to supervise state-mandated testing, IEPs, and assessments.
9. Within its sole discretion, Probation may direct TCDE staff to vacate a probation facility.
10. On the authority of the facility manager or designee, Probation may deny TCDE staff access to a Probation facility. This action requires the immediate notification of executive personnel with TCDE and the Chief Deputy of Institutions.
11. Ensure adequate cleaning, maintenance, and repairs of classrooms and other educational spaces for the delivery of educational services.
12. Upon approval by the facility manager or designee, in conjunction with TCDE staff, supervise outside vendors/visitors whose access to the facility has been requested by TCDE.

TCDE and Probation Data Exchange

Share specified student data information between TCDE, Probation, and other school districts, to the extent permissible by law.

As part of their existing responsibilities for coordinating education and services for youth in the juvenile justice system, TCDE and Probation will collaborate with local educational agencies to improve communication regarding dates of release and the educational needs of students who have had contact with the juvenile justice system, to coordinate immediate school placement and enrollment, and to ensure that probation officers in the community have the information they need to support the return of students who are being transferred from juvenile court schools to public schools in their communities.

Probation will provide the names of students who are pending release to the TCDE Transition Specialist and the field probation officer, if one is assigned. TCDE will add the courses, grades, and credits to the transcripts. TCDE collects the documents and sends them to the school district and the field probation officer, if one is assigned. The standard discharge packet includes TCDE - Tehama Oaks School contact information to aid in immediate school enrollment and obtaining student records. The TCDE Transition Specialist will mail re-entry letters to districts.

As part of the joint transition planning policy required under subdivision (b), TCDE assigned the TCDE Transition Specialist with transition oversight responsibilities to work in collaboration with the Probation staff, as needed, and local educational agencies to ensure all of the following:

The transfer of complete and accurate education records, including the student's individualized education program adopted pursuant to the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.) and the student's plan adopted pursuant to Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)), if applicable, within 72 hours of the student's release from the juvenile detention facility.

- Access to information about postsecondary academic and vocational opportunities, including college financial aid programs.
- The implementation of the student's transition plan, if one exists.

As part of the joint transition planning policy required under subdivision (b), the TCDE Transition Specialist will send the re-entry letter and student transition plan with the postsecondary academic and vocational opportunities to the districts to facilitate all of the following:

- The immediate enrollment in an appropriate public school in their community is required when a student is transferred from the juvenile court school.
- The acceptance, upon enrollment by the student in a public school, of course credits, including partial credits, for coursework completed in the juvenile court school, pursuant to subdivision (b) of Section 51225.2.
- The immediate placement in appropriate courses, based on coursework completed by the student, pursuant to subdivision (d) of Section 51225.2.
- The transfer of complete and accurate education records, including the student's Individualized Education Program adopted pursuant to the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.) and the student's plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)), if applicable, when a student enters the juvenile court school.

Individualized Transition Plans

TCDE creates an individualized transition plan in collaboration with Probation, as needed for each student detained for more than 20 consecutive school days. The individualized transition plan is developed before the student's release and reviewed and revised as needed, and shall address, but not be limited to, both of the following:

- The academic, behavioral, social-emotional, and career needs of the student.
- The identification and engagement of programs, including higher education programs, services, and individuals, to support a student's successful transition into and out of the juvenile detention facility.

The transition protocol for students who exit juvenile hall is as follows:

For each student detained for more than 20 consecutive school days, Probation will provide the educational rights holder with the TCDE school contact information sheet upon release. The TCDE staff will schedule a meeting with the educational rights holder to make the following records accessible upon release:

- School transcripts.
- The student's individual learning plan, if applicable. For purposes of this section, an individualized learning plan is a plan developed collaboratively by the student and school

personnel that identifies academic and career goals and how the student will progress toward meeting those goals.

- The student's IEP adopted pursuant to the federal Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et. seq.), if applicable.
- The student's plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Section 794(a)), if applicable.
- Any academic and vocational assessments.
- An analysis of credits completed and needed.
- Any certificates or diplomas earned by the student

For each student detained for 20 consecutive school days or fewer, a copy of the student's individualized learning plan, if one exists, is made available by TCDE staff to the student upon the student's release, if possible. TCDE, in collaboration, as needed, with Probation, will follow procedures for the timely, accurate, complete, and confidential transfer of educational records in compliance with state and federal law.

ADMINISTRATION RESPONSIBILITIES AND OBLIGATIONS

Health Insurance Portability and Accountability Act (HIPAA)

Under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and 162 and 164 ("Privacy Rule and Security Rule"), TCDE must comply with the Security Rule as a business associate. If, under the agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations, Probation and TCDE acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this agreement. The parties agree to the terms and conditions set forth in the County Board of Supervisors Policy No. B-23.

Facility Space

Probation will provide TCDE with space to provide educational services. This will include the provision for local telephone service, utilities, computer access, office space, and reasonable space for the storage of necessary supplies and educational records. Based on space availability, Probation may provide storage space for educational records of youths who are no longer in custody.

TCDE will consult and coordinate with Probation for staffing and space requirements needed for the implementation of educational programs. As facilities are remodeled or new ones are planned and constructed, Probation will consult with TCDE regarding the needs and requirements for educational services.

Materials, Supplies, Equipment, and Maintenance

TCDE is responsible for providing all supplies, materials, and technology/ equipment required in the educational setting, including computers/ laptops/tablets, interactive televisions, books, paper, pencils, or any other items used to conduct normal classroom activities. TCDE staff will ensure that all items distributed to youth for educational purposes (e.g., pencils, markers, scissors, staplers, etc.) are monitored, collected, and inventoried at the conclusion of the class session. TCDE is responsible for the maintenance and replacement of telephones, furniture, computer equipment, and regular servicing required

Probation is responsible for the security and structural integrity of the buildings. Probation is responsible for the general housekeeping of the classroom/facilities.

Training and Orientation

Probation will provide a "general" facility and security orientation for all new TCDE staff working in detention/treatment facilities.

Grievances by Youths & Citizen Complaints

Probation shall handle all grievances made by youths involving educational services in accordance with the Institution's Policy and Procedure 1361.

Whenever a complaint is received directly by TCDE regarding the care or treatment of a youth that involves one of their staff members, TCDE will immediately notify the facility manager(s). Any time Probation receives a complaint involving a TCDE employee, Probation will notify the staff member's administrator.

Probation will review complaints regarding educational services or against TCDE staff that appear to include the possibility of criminal charges. If it appears that a criminal matter has occurred, Probation will refer the matter to the appropriate law enforcement agency. TCDE will be consulted during the investigation, if it does not compromise the integrity of the investigation, and upon its completion.

Citizen complaints or complaints by youths received directly by TCDE regarding Probation personnel shall be forwarded to the facility manager(s) or designee(s) immediately.

Independent Capacity: Hiring and Management of TCDE Employees

TCDE has the authority and responsibility to recruit, hire, evaluate, discipline, and terminate its employees. TCDE employees will conform to standards of behavior (professional and security) as established by a joint agreement between Probation and TCDE and within the guidelines and standards for employees as established by the County. The standards will include appropriate regard for security requirements contained in the Probation Department General Policy and Procedures, and professional conduct as established by Probation and TCDE management. Disputes between Probation and TCDE regarding staff shall be brought to the attention of the facility manager(s) and TCDE Superintendent or designee for resolution. Each Party shall act in an independent capacity and not as an agent or employee of the other.

Inter-Agency Meeting Agreement

Facility Manager(s) and Site Administrator agree to meet at least quarterly, and may include other agency partners. The purpose of the meeting is to discuss service provisions to the youth in facilities and to resolve issues. Probation shall be responsible for maintaining a roster, recording the meeting minutes, and distributing the minutes to the agency representatives.

AUDITS

TCDE agrees that any duly authorized representative of the Federal, State, or local Government shall have the right to audit, inspect, excerpt, copy, or transcribe any pertinent records and documentation relating to this MOA. Any audit exception, as it relates to this MOA, resulting from an audit conducted by any duly authorized representative of the Federal, state, or local Government shall be the responsibility of TCDE. Any audit disallowance adjustments must be paid in full upon demand if required.

RECORDS RETENTION

Each party agrees to retain all records pertaining to this MOA for the period indicated in the Tehama County Records Retention General Schedule unless otherwise indicated by the source of funds. 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.

CONFIDENTIALITY

All parties agree to maintain the confidentiality of all client 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 clients and services received are kept confidential.

PERSONNEL DISCLOSURE AND BACKGROUND CHECK PROCEDURES

Background Check Procedures

Upon request by Probation, TCDE agrees to make available to Probation a current list of all personnel who will be providing services under this agreement. This list shall include: all staff who work full-time, part-time, per-diem, or temporarily; a brief description of the functions of each position; and the professional degree, license (if applicable), and experience required for each position. In addition, Probation shall be provided with immediate written notice of any changes in personnel providing services under this MOA.

Probation reserves the right to conduct, at any time, background checks on personnel assigned to a probation facility. Based on the background check, Probation shall have the right to require removal or replacement of any personnel providing services under this MOA. In the event a background check is conducted, costs associated with the background check will be the responsibility of Probation. In addition, Probation shall have the right at any time to require TCDE to remove or replace any personnel providing services under this MOA for any reason Probation determines to be appropriate.

Disclosure of Information Relevant to Client and Employee Safety

As required by Penal Code Section 11105.3, TCDE agrees to notify Probation of any TCDE employee assigned to any probation facility that has been convicted of any crimes involving sex, drugs, violence, or felony offense, or who are known to have a substantiated report of child abuse as defined in Penal Code Section 11165.12, who have supervisory or disciplinary power over probation clients at the program.

Notification procedures for client safety are as follows:

- Probation shall notify TCDE, in writing, of any person not approved to work at any Probation institution or treatment facility, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval.
- Upon notification, TCDE shall immediately remove that person from providing services under this MOA.

Notification procedures for employee safety are as follows:

- When such information becomes known to TCDE, TCDE shall immediately notify Probation concerning any arrests or convictions for anything other than minor traffic offenses, notwithstanding Driving Under the Influence or substantiated allegations of abuse by any paid employee.

- In the event that notification is made, Probation will make the necessary contractual changes up to and including termination of this MOA.
- Failure to notify Probation immediately of the above is grounds for termination of this MOA.

HOLD HARMLESS AND INDEMNIFICATION

Each party (referred to as "Indemnitor") shall indemnify and hold harmless the other party including its officers, employees and agents (referred to as "Indemnities") from any liability, damage, claim or action based on or asserted upon any actions or services of Indemnitor, its officers, employees or agents related to this MOA, including but not limited to property damage, bodily injury or death. Indemnitor shall defend, at its sole expense (including all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements, or awards) in any claim or action based upon such acts or services.

ASSIGNMENT

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

LICENSE AND CERTIFICATIONS

All parties verify upon execution of this MOA that all work performed under this MOA 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.

SEVERABILITY

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

COMPENSATION

No party to this Agreement shall be obligated to pay any third party as a result of this Agreement. The California Department of Education provides primary funding for the education program in juvenile detention and treatment facilities. Funds are generated through the average daily attendance of students enrolled in the schools in the juvenile detention and treatment facilities.

DISPUTE RESOLUTION

If a dispute arises between TCDE and Probation under this MOA:

1. TCDE's site administrator and the facility manager shall meet and confer within three business days after a written request is made by either party. Within five business days of receipt of the written request, the parties will resolve the dispute and document either the resolution or the reasons that a resolution could not be reached.
2. If, within five (5) business days following the initial conference, the above parties cannot resolve the dispute, the matter will be forwarded to the Chief Deputy Probation Officer of Institutions and the Tehama County Department of Education Assistant Superintendent of Schools for resolution.
3. If, within five (5) business days, the Chief Deputy Probation Officer of Institutions and the Tehama County Department of Education Assistant Superintendent of Schools cannot resolve the dispute, the matter will be brought to the TCDE Superintendent and Chief Probation Officer.

4. The timelines above may be extended by mutual agreement of the parties. However, the total elapsed time shall not exceed thirty (30) business days.
5. 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.

NOTICES

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

<u>Tehama County Probation Department</u> Chief Probation Officer PO Box 909 Red Bluff, CA 96080 (530) 527-4052	<u>Tehama County Department of Education</u> Superintendent 1135 Lincoln Street Red Bluff, CA 96080 (530) 527-5811
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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 MOA addressed in any other fashion will not be acceptable.

SIGNATURES

All signatories have delegated authority to enter into this MOA. The Parties hereto have executed this MOA 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.

Tehama County Probation Department
 PO Box 909
 Red Bluff, CA 96080

P. Gonzalez

P. Gonzalez (Aug 1, 2025 10:17:48 PDT)

PAMELA GONZALEZ
 Chief Probation Officer

08/01/2025

Date

Tehama County Department of Education
 1135 Lincoln Street
 Red Bluff, CA 96080

Richard DuVarney

Richard DuVarney (Jun 18, 2025 12:38 PDT)

RICHARD DUVARNEY
 Tehama County Superintendent of Schools

06/18/2025

Date

TCDE and Probation MOA for JJC .docx

Final Audit Report

2025-08-01

Created:	2025-06-18
By:	Abbi Tirri (atirri@tehamaschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAACapDvFVuzDdnJInn2ih-cWAQQP6Zltrv

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2025-06-18 - 5:37:18 PM GMT
-  Document emailed to Richard DuVarney (rduvarney@tehamaschools.org) for signature
2025-06-18 - 5:38:01 PM GMT
-  Email viewed by Richard DuVarney (rduvarney@tehamaschools.org)
2025-06-18 - 7:36:13 PM GMT
-  Document e-signed by Richard DuVarney (rduvarney@tehamaschools.org)
Signature Date: 2025-06-18 - 7:38:08 PM GMT - Time Source: server
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2025-06-18 - 7:40:33 PM GMT
-  Email viewed by pgonzalez@tcprobation.org
2025-06-21 - 3:29:19 PM GMT
-  Email viewed by pgonzalez@tcprobation.org
2025-08-01 - 5:15:39 PM GMT
-  Signer pgonzalez@tcprobation.org entered name at signing as P. Gonzalez
2025-08-01 - 5:17:46 PM GMT
-  Document e-signed by P. Gonzalez (pgonzalez@tcprobation.org)
Signature Date: 2025-08-01 - 5:17:48 PM GMT - Time Source: server
-  Agreement completed.
2025-08-01 - 5:17:48 PM GMT

