

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
[REDACTED]
FOR
KEEPING KIDS IN SCHOOL SERVICES**

The Sonoma County Probation Department (Probation) and [REDACTED] (School District) hereby enter into this Memorandum of Understanding (MOU) for the purpose of outlining the roles and responsibilities of each respective agency pertaining to Keeping Kids in School (KKIS) services.

KKIS is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K- 12 students exhibiting a pattern of chronic absenteeism and their families. Though service contracts are administered by Probation, the students served by this project will rarely be involved with the juvenile justice system, with the exception of some students involved in Truancy Court.

1. Responsibilities of School District

A. Program Support. School District agrees to contribute \$[REDACTED] for fiscal year 21-22 and upon mutual agreement in subsequent fiscal years to support KKIS program implementation. This match will be provided to Probation upon receipt of invoice.

B. Collaboration and Oversight. Representatives from School District participate in KKIS program and school site meetings, and work together with project partners to continuously improve the implementation of KKIS services. School District has primary responsibility for the oversight of KKIS daily operations at their School District sites and can reach out to Probation for support as necessary.

C. Program Services.

- a. **Case Management.** Community Based Organizations (CBOs) provide KKIS case managers who assertively engage, assess, and conduct case management services for students and families to help strengthen their connection to school. School District works collaboratively with KKIS case

managers to provide coordinated services to families of students experiencing attendance problems, including identifying students and families in need of KKIS case management, referring families to KKIS, and participating in collaborative case management activities. KKIS case managers are sufficiently trained and possess direct experience in social services provisions including collaborative case management. Key duties of KKIS case managers, all of which assume voluntary participation on the part of the family, include:

- Establish face-to-face contact with family within three days of referral.
- Meet with the family and student in their home or another location that helps facilitate successful engagement.
- Assertively and effectively engage students and families from diverse backgrounds, employing culturally competent/culturally sensitive strategies.
- Establish consent to participate in voluntary services and share information between project partners as needed for case coordination and evaluation purposes.
- Provide initial screening, including assessment of family strengths, barriers to school attendance, and risk of entering the justice system.
- Create a time-limited service plan with clearly-defined, measurable goals based upon student and family assessments.
- Assist students and families in navigating complex social service and educational systems with the goals of problem-solving, skill building and engagement in services.
- Connect student and family to resources and services that effectively address predictors and correlates of truancy.
- Provide service coordination and facilitate case planning meetings.
- Provide student attendance monitoring and support.
- Provide moral support and assist with connecting students and families to ongoing support systems.
- Communicate/problem-solve with schools regarding issues such as school climate and safety that impact the referred student's attendance.
- Document case management activities, progress toward goals, improvements in factors associated with truancy, improvements in student attendance, and related challenges and resources.

- b. **School and districtwide supports.** KKIS case managers provide technical assistance to the School District to support a reduction in school/districtwide chronic absenteeism. School Districts are responsible for directing KKIS staff on relevant ways to support in these efforts and providing guidance and oversight for these activities.
- D. Physical Space.** School District will provide appropriately furnished physical space where the case manager be able to meet with students, hold attendance improvement and case management meetings, and use a phone.
- E. Information Sharing.** School District agrees to share client-specific data with project partners for program implementation, case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information-sharing MOU.
- F. Evaluation.** School District will cooperate with KKIS program evaluation activities as identified by Probation and KKIS project partners.
- G. Remote Services.** During a time of community crisis when schools may implement remote/distance learning, School District will coordinate with KKIS program staff for continuity of program services, as appropriate and possible.

2. Responsibilities of Probation

- A. Program Manager.** Probation will provide a Program Manager to facilitate partner collaboration, provide fiscal and administrative program oversight, monitor KKIS service contracts with CBOs, coordinate KKIS training, collect program data, and coordinate evaluation activities.
- B. Fiscal Management.** KKIS is supported by funds from various sources that will be managed by Probation. While sustainability of the KKIS project is a high priority, the County cannot guarantee funding for the project.
- C. Contracted CBO Services.** Probation will contract with CBOs to provide KKIS program services.
- D. Fidelity.** Probation will monitor KKIS services for fidelity to the program model.

E. Training. Probation will plan and provide training to KKIS project partners as needed, which may include attendance interventions, identifying root causes of chronic absenteeism, planning for sustainability, etc.

F. Fingerprints. Probation shall ensure that all employees, agents and volunteers working with School District students at a KKIS school site have complied with the fingerprinting requirements of Education Code section 45125.1. Probation shall submit fingerprints for review by the Department of Justice and authorize School District to receive subsequent arrest and conviction notifications.

G. Confidentiality. Probation acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law relating to privacy. Probation shall ensure that all activities undertaken pursuant to this Memorandum of Understanding comply with these requirements.

H. Information Sharing. Probation will share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes, pursuant to an information sharing MOU.

I. Evaluation. Probation will collect and store data pursuant to a data-sharing MOU to evaluate KKIS processes and outcomes, and will coordinate evaluation activities with KKIS project partners.

J. Partnership to Keep Kids in School and County SARB Participation. Probation will be represented at and participate meaningfully in The Partnership to Keep Kids in School and the County SARB Meetings.

3. Compensation For Services:

Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this Memorandum of Understanding.

4. Amendments:

All changes to the body of the MOU shall be made in a signed writing upon mutual agreement of all parties.

5. Term

The effective date of this Memorandum of Understanding is from [REDACTED], 202[REDACTED] to June 30, 2024. Termination of this Memorandum of Understanding shall be in accordance with the provisions of Article 9.

6. Dispute Resolution:

If a dispute arises between Probation and School District under this MOU, Administrator from School District and the Juvenile Probation Division Director shall meet within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Chief Probation Officer and to the School District's Superintendent for resolution.

7. Indemnification:

The parties agree to each defend, indemnify and hold harmless each other Party, and their officers, employees and agents from and against any and all liabilities or claims for injury or damages and all costs and expenses (including attorney's fees) arising out of the performance of this MOU, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the indemnifying Party.

8. Agreement:

The parties hereto will have their duly authorized representatives execute this Memorandum of Understanding on the day, month and year below written and agree that the terms of this MOU will commence effective [REDACTED], 202[REDACTED]. The MOU shall be governed by the laws of the state of California.

9. Termination:

If any party hereto experiences changes in their needs or their ability to continue the current agreement, thirty (30) days advance notice will be given prior to the cancellation of this MOU.

School District:

_____ District
_____ street
City, CA zip

By:

_____, (title) Superintendent

Date:

County: County of Sonoma

Sonoma County Probation Department
7425 Rancho Los Guilicos Rd., Dept. B
Santa Rosa, CA 95409

By:

David M. Koch
Chief Probation Officer

Date:
