

**AGREEMENT BETWEEN THE COUNTY OF ORANGE
AND
THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
FOR THE PROVISION OF PROBATION OFFICER AND SUPPORT SERVICES
FOR THE
COMMUNITY SCHOOL PROGRAM**

This Agreement, hereinafter referred to as "AGREEMENT", entered into this _____ day of _____, 2015, which date is enumerated for the purpose of reference only, is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," acting through the Orange County Probation Department, hereinafter referred to as "PROBATION", and the Orange County Superintendent of Schools, acting under the authority of the Orange County Department Of Education, hereinafter referred to as "SUPERINTENDENT." PROBATION and SUPERINTENDENT may be referred to individually as "PARTY" or collectively as "PARTIES".

RECITALS:

WHEREAS, SUPERINTENDENT operates a Community School Program, hereinafter referred to as "PROGRAM," the purpose of which is to provide an alternative to classroom instruction consistent with a school district's course of study based on the individual needs of each student; and

WHEREAS, the PROGRAM requires assistance in obtaining background information for community school referrals, in order to determine the appropriate placement for each student; and

WHEREAS, SUPERINTENDENT has established a Community School Referral Process which provides for PROGRAM services, attached hereto as "Exhibit A" and incorporated herein by reference; and

WHEREAS, PROBATION is specially trained, experienced and competent to provide the mandated services and advice required by the PROGRAM, has been providing the services since September 1, 1999 and is agreeable to continue rendering the same; and

WHEREAS, the PARTIES agree to support the goals of the PROGRAM.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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 - Section C.2 Order No. 11/009-906 - “Public Access and Media” dated November 23, 2011
 - Section C.3 Order No. 12/003-903 - “Exchange of Information” dated March 29, 2012

TERMS AND CONDITIONS

1.0 TERM

Subject to the termination provisions set forth in Sections 4.9.1, 4.9.2, 7.0, and 13.0 herein, the initial term of this AGREEMENT shall be for a three (3)-year period commencing on July 1, 2015 and ending on June 30, 2018.

1.1 This AGREEMENT may be renewed for the period July 1, 2018 through June 30, 2020, under the same terms and conditions subject to: (a) availability of funding or appropriations warranting such renewal, (b) upon mutual written agreement of the SUPERINTENDENT and PROBATION, and (c) applicable policy of the Orange County Board of Supervisors for contract renewals. COUNTY shall not be required to give a reason if it elects not to renew this AGREEMENT.

2.0 COUNTY RESPONSIBILITIES

2.1 COUNTY agrees to provide the services of one (1) Deputy Probation Officer II (DPO II) position at up to 0.75 Full Time Equivalent (FTE) to support SUPERINTENDENT'S PROGRAM. The duties of the DPO II position shall include, but not be limited to, the following:

2.1.1 Agree to comply with the Community School Referral Process, which is identified as "Exhibit A" attached hereto and incorporated herein by reference.

2.1.2 Furnish background and record check information with regard to the Community School Referral Process upon request of SUPERINTENDENT'S staff.

2.1.3 Provide oversight of and assistance with SUPERINTENDENT'S interviews of minors and parents during the assessment and enrollment process, and initiate informal supervision programs pursuant to Welfare and Institutions Code Sections 236 and 601.

2.1.4 Interface weekly with SUPERINTENDENT'S staff.

2.1.5 Monitor Welfare and Institutions Code Sections 236 and 601 case work.

2.1.6 Perform other duties as mutually agreed by SUPERINTENDENT and PROBATION.

2.2 PROBATION agrees to provide the services of a Supervising Probation Officer (SPO) position at up to 0.20 FTE, to support SUPERINTENDENT'S PROGRAM. The duties of the SPO shall include, but not be limited to, the following:

2.2.1 Supervise and monitor probation-related activities of the DPO II assigned to the SUPERINTENDENT'S PROGRAM.

2.2.2 Respond to inquiries from the DPO II and SUPERINTENDENT'S interviewers regarding the appropriateness of minors referred to the alternative education program, as well as possible community resource referrals for minors and their families.

2.2.3 Hold semi-annual meetings or conference calls to discuss probation concerns and changes affecting the DPO II and the PROGRAM.

2.2.4 Oversee the maintenance of statistics of cases referred and interviewed.

2.2.5 Resolve scheduling conflicts for the DPO II.

- 2.2.6 Help to locate a replacement DPO II as needed due to vacancy.
 - 2.2.7 Review DPO II's timesheets for accuracy and submit them to payroll.
 - 2.2.8 Supervise the DPO II as to any changes occurring in the assignment and advise SUPERINTENDENT'S interviewers of such changes.
 - 2.2.9 Monitor and track any changes, trends, or concerns regarding SUPERINTENDENT'S PROGRAM, for use in internal quarterly report.
- 2.3 PROBATION agrees to provide the services of Information Processing Technician (IPT) positions at up to 1.75 FTE, to support SUPERINTENDENT'S PROGRAM. The IPTs shall maintain records as may be needed by the DPO II position to facilitate monitoring and supervision of students enrolled pursuant to Welfare and Institutions Code Section 236 and 601. In the event IPTs are unavailable to perform the clerical tasks associated with PROBATION'S functions, such other comparable clerical staff may fill in, as needed, and COUNTY will bill SUPERINTENDENT according to the actual salary and benefits rates of those clerical staff positions..
- 2.4 Upon written notification from PROBATION to SUPERINTENDENT that the number of PROGRAM referrals has risen to a level that requires additional personnel services to support SUPERINTENDENT'S PROGRAM, personnel services provided by PROBATION as described in Sections 2.1, 2.2 and 2.3 herein may be increased accordingly, and with SUPERINTENDENT'S concurrence, PROBATION shall provide a revised applicable budget reflecting the costs associated with the required increase. Then, upon mutual agreement of the revised budget, PROBATION shall prepare an Amendment to the AGREEMENT for execution by both PARTIES of such changes.

3.0 SUPERINTENDENT RESPONSIBILITIES

SUPERINTENDENT agrees to provide oversight of the PROGRAM and to comply with the Community School Referral Process, as provided in "Exhibit A" attached hereto and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 SUPERINTENDENT agrees to pay the COUNTY for PROGRAM services rendered by the DPO II, SPO and IPT positions on a cost-reimbursement basis, upon submission of quarterly claims in duplicate, in accordance with COUNTY's standard audit procedures.
- 4.2 Payment by SUPERINTENDENT to COUNTY shall include the following:
 - 4.2.1 Actual salaries and benefits associated with the positions specified in Sections 2.1, 2.2 and 2.3 and as provided in "Exhibit B" herein;
 - 4.2.2 Indirect costs calculated as a percentage of actual salary and benefits of the positions specified in Sections 2.1, 2.2 and 2.3 and as provided in "Exhibit B" herein, at the rate published by the California Department of Education for SUPERINTENDENT.
 - 4.2.3 Mileage expenses calculated using the standard California mileage reimbursement rates for the period in which the mileage costs are incurred.
- 4.3 For the period July 1, 2015 through June 30, 2018:
 - 4.3.1 SUPERINTENDENT shall reimburse COUNTY for services rendered in an annual amount not to exceed two hundred and seventy thousand, six hundred

and fifty-two dollars (\$270,652) as set forth in the budget attached hereto as "Exhibit B", and incorporated herein by reference.

- 4.3.2 Line item costs provided in Exhibit B may be reallocated between positions as necessary and agreed upon by the PARTIES in order for PROBATION to provide services requested by SUPERINTENDENT under this AGREEMENT, so long as the total maximum annual reimbursable amount is not exceeded.
- 4.4 In the event both PARTIES mutually agree to renew the AGREEMENT for the period July 1, 2018 through June 30, 2020:
- 4.4.1 For the period July 1, 2018 through June 30, 2019, SUPERINTENDENT shall reimburse COUNTY in an amount not to exceed two hundred and seventy-six thousand, thirty-one dollars (\$276,031), as set forth in Exhibit B – Budget, attached hereto and incorporated herein by reference.
- 4.4.2 For the period July 1, 2019 through June 30, 2020, SUPERINTENDENT shall reimburse COUNTY in an amount not to exceed two hundred eighty-one thousand, five hundred and seventeen dollars (\$281,517), as set forth in Exhibit B – Budget, attached hereto and incorporated herein by reference.
- 4.4.3 Line item costs provided in Exhibit B may be reallocated between positions as necessary and agreed upon by the PARTIES in order for PROBATION to provide services requested by SUPERINTENDENT under this AGREEMENT, so long as the total maximum annual reimbursable amounts are not exceeded.
- 4.5 Overtime may be utilized when mutually agreed by COUNTY and SUPERINTENDENT, so long as the costs do not exceed the total annual maximum reimbursable amounts as provided in Exhibit B, attached hereto and incorporated herein by reference.
- 4.6 COUNTY'S billing must include submission of documentation including, but not limited to, labor time distribution reports and records of services provided.
- 4.7 SUPERINTENDENT may withhold or delay any payment should COUNTY fail to comply with any of the provisions set forth in this AGREEMENT.
- 4.8 COUNTY shall not claim reimbursement for services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.
- 4.9 Contingency of Funds
- 4.9.1 The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by the California Department of Education. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a prorated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide COUNTY written notification of such termination. Notice shall be deemed given when received by COUNTY or no later than three (3) days after the day of mailing, whichever is sooner.
- 4.9.2 SUPERINTENDENT acknowledges that funding or portions of funding for this AGREEMENT may be contingent upon the continued availability of State budget approval; receipt of funds from, and/or obligation of funds by the State of California to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this AGREEMENT. If such approval, funding or appropriations are not

forthcoming, or are otherwise limited, COUNTY may immediately modify or terminate this AGREEMENT in writing to SUPERINTENDENT without penalty.

5.0 INDEPENDENT CONTRACTOR

COUNTY is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and COUNTY. COUNTY assumes responsibility for the acts and omissions of its employees or agents as they relate to the services to be provided. COUNTY, its officers, agents and employees, shall not be entitled to any rights, and/or privileges of SUPERINTENDENT'S employees and shall not be considered in any manner to be SUPERINTENDENT'S employees.

6.0 INDEMNIFICATION

COUNTY agrees to indemnify, defend with counsel approved in writing by SUPERINTENDENT, and hold SUPERINTENDENT, its officers, employees, and agents ("SUPERINTENDENT'S INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this AGREEMENT. SUPERINTENDENT's approval of counsel shall not be unreasonably withheld. If judgment is entered against COUNTY and SUPERINTENDENT by a court of competent jurisdiction because of the concurrent active negligence of SUPERINTENDENT or SUPERINTENDENT'S INDEMNITEES, COUNTY and SUPERINTENDENT agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

SUPERINTENDENT agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SUPERINTENDENT pursuant to this AGREEMENT. COUNTY's approval of counsel shall not be unreasonably withheld. If judgment is entered against SUPERINTENDENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SUPERINTENDENT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

7.0 INSURANCE

Prior to the provision of services under this AGREEMENT, COUNTY and SUPERINTENDENT agree to purchase all required insurance or maintain a program of self-insurance at their own expense and to provide each other with Certificates of Insurance, including all endorsements required herein, necessary to satisfy that the insurance provisions of this AGREEMENT have been complied with and to keep such insurance coverage and the certificates therefore on deposit during the entire term of this AGREEMENT.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage.

This AGREEMENT may be terminated if either party fails to maintain insurance or a program of self-insurance as required herein for the full term of this AGREEMENT.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.

Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States of ambest.com**.

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County's CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance or programs of self-insurance maintained by SUPERINTENDENT and COUNTY shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy or programs of self-insurance shall contain the following, which shall accompany the Certificate of insurance:

- 1) SUPERINTENDENT shall provide an Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that SUPERINTENDENT insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) COUNTY shall provide Indemnified Party status to SUPERINTENDENT under COUNTY's Program of Self-Insurance.

All insurance policies required by this AGREEMENT shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

All insurance policies or programs of self-insurance required by this AGREEMENT shall give the SUPERINTENDENT and COUNTY thirty (30) days notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Self-Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

SUPERINTENDENT shall forward Insurance certificates to the agency/department address listed directly below:

Orange County Probation Department
Attn: Administrative Manager II/AFD Contracts Division
P.O. Box 10260
Santa Ana, CA 92711-0260

COUNTY shall forward Insurance certificates to the agency/department address listed directly below:

Orange County Superintendent of Schools
Attn: Coordinator/Contract Services
200 Kalmus Drive
Costa Mesa, CA 92628-9050

COUNTY expressly retains the right to increase or decrease insurance of any of the above insurance types throughout the term of this AGREEMENT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify SUPERINTENDENT in writing of changes in the insurance requirements. If SUPERINTENDENT does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this AGREEMENT may be in breach without further notice to SUPERINTENDENT, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit either party's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT, nor act in any way to reduce the policy coverage and limits available from the insurer.

8.0 PERSONNEL

SUPERINTENDENT and COUNTY shall retain complete and absolute authority over their respective staff members, once assigned to the PROGRAM. Neither party has the authority to discipline, suspend, or terminate from employment, or take action against the other party's staff members.

9.0 CONFIDENTIALITY

SUPERINTENDENT and PROBATION shall maintain the confidentiality of all their respective records and information in accordance with all applicable federal, state and local laws, regulations, ordinances and directives relating to confidentiality. All records and information concerning any and all matters referred to SUPERINTENDENT and PROBATION shall be considered and kept confidential by SUPERINTENDENT and SUPERINTENDENT'S staff, agents and employees. Information obtained by SUPERINTENDENT and PROBATION in the performance of this AGREEMENT shall be treated as strictly confidential and shall not be used by the parties for any purpose other than the performance of this AGREEMENT.

In addition to the general confidentiality provisions, above, which are applicable to juvenile probationers as well as parents and siblings, PROBATION and SUPERINTENDENT specifically agree to comply with the following Juvenile Court Administrative Orders of the Orange County Superior Court, all attached hereto as "Exhibit C" and incorporated herein by reference: (a) Order No. 11/010-903 - "Juvenile Court Hearings" dated November 23, 2011; (b) Order No. 11/009-906 -

“Public Access and Media” dated November 23, 2011; and (c) Order No. 12/003-903 - “Exchange of Information” dated March 29, 2012. Said Juvenile Court Administrative Orders govern the confidentiality of juvenile probation records.

The foregoing Juvenile Court Administrative Orders were adopted in accordance with applicable sections of the Welfare and Institutions Code, and all other applicable statutes, court orders and case law. No access, disclosure or release of information regarding a juvenile who is the subject of Juvenile Court Proceedings or any other juvenile record information as discussed in said Juvenile Court Administrative Orders, shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.

10.0 EMERGENCIES

Any emergency situation affecting the welfare of youths including, but not limited to escapes, riots, fires, floods and natural disasters, shall be immediately communicated between the PARTIES.

11.0 AUDIT AND FINANCIAL RECORDS

COUNTY shall have access to SUPERINTENDENT'S books, documents, and records that are pertinent to services performed under the terms of this AGREEMENT for purposes of audit and evaluation. SUPERINTENDENT shall have access to COUNTY'S books, documents, and records that are pertinent to services performed under the terms of this AGREEMENT for purposes of audit and evaluation.

Each of the PARTIES shall maintain and preserve all books, financial statements, journals, ledgers and other pertinent documents for a period of five (5) years from the termination of this AGREEMENT, or for any period thereafter as required by statute. Juvenile Court records and any COUNTY records regarding an individual minor will not be maintained by SUPERINTENDENT if sealed by the Juvenile Court pursuant to Section 781 of the Welfare and Institutions Code. In this event, said records shall be returned immediately to PROBATION upon request.

12.0 NON-DISCRIMINATION

In the performance of this AGREEMENT, SUPERINTENDENT and COUNTY agree to comply with the requirements of Section 1735 of the California Labor Code and not to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. SUPERINTENDENT and COUNTY acknowledge that a violation of this provision shall subject parties to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

SUPERINTENDENT and COUNTY will permit access by City, State and Federal agencies to its records of employment, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of the AGREEMENT.

13.0 TERMINATION

In addition to any other remedies or rights PARTIES may have by law, SUPERINTENDENT and COUNTY have the right to terminate the AGREEMENT without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of AGREEMENT, any misrepresentation or fraud on the part of the SUPERINTENDENT or COUNTY. Exercise by the PARTIES of its' right to terminate this AGREEMENT shall relieve SUPERINTENDENT and COUNTY of all further obligations.

14.0 TOBACCO USE POLICY

The PARTIES acknowledge that providing a tobacco-free environment is in the interest of public health. Pursuant to Policy No. 400-7 adopted on June 18, 1996 by the Board of Trustees of the Orange County Department of Education (OCDE), smoking or the use of tobacco products on OCDE property, or within any indoor facility owned or leased by OCDE, is prohibited at any time and anywhere. PROBATION shall require staff compliance with such policy.

15.0 DISPUTES

Disputes between SUPERINTENDENT and COUNTY regarding the performance of services herein shall be mutually resolved by PROBATION and the SUPERINTENDENT, or their respective designees. If agreement cannot be reached through this application, either PARTY may assert its other rights and remedies within this AGREEMENT or within a court of competent jurisdiction. The SUPERINTENDENT and COUNTY agree that, in the event of a dispute notwithstanding, they shall continue without delay to carry out all of their responsibilities under this AGREEMENT not affected by the dispute.

16.0 NOTICES

Any notices or demands to be given under this AGREEMENT by any PARTY to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by any party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

COUNTY:	Chief Probation Officer County of Orange Probation Department P.O. Box 10260 Santa Ana, CA 92711-0260 Attn: Contracts and Purchasing Manager
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SUPERINTENDENT:	Orange County Superintendent of Schools 200 Kalmus Drive P.O. Box 9050 Costa Mesa, CA 92628-9050 Attn: Coordinator, Contract Services
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17.0 SEVERABILITY

If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

18.0 GOVERNING LAW

This AGREEMENT has been written and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

19.0 ALTERATION OF TERMS

This AGREEMENT fully expresses all understandings of the PARTIES and is the total agreement between the PARTIES as to the subject matter of this AGREEMENT. No addition to, or alteration of,

the terms of this AGREEMENT, whether written or verbal, by the PARTIES, their officers, agents or employees, shall be valid unless made in the form of a written Amendment to this AGREEMENT which is formally approved and executed by PROBATION and SUPERINTENDENT.

20.0 ENTIRE AGREEMENT

This AGREEMENT, and the attached Exhibits "A" through "C", which are incorporated herein by reference, constitute the complete and exclusive statement of understanding between the PARTIES which supersedes all previous agreements, written or oral, and all other communications between the PARTIES relating to the subject matter of this AGREEMENT.

21.0 EMPLOYEE ELIGIBILITY VERIFICATION

SUPERINTENDENT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The SUPERINTENDENT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The SUPERINTENDENT shall retain all such documentation for all covered employees for the period prescribed by the law. The SUPERINTENDENT shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUPERINTENDENT or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this AGREEMENT.

(Signature page follows)

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be executed in the County of Orange, State of California.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

By: _____
Pat McCaughey
Coordinator, Contracts, Purchasing & Transportation

Dated: _____

COUNTY OF ORANGE

By: _____
Chairman of the Board of Supervisors
County of Orange, California

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

ATTEST:

By: _____
Robin Stieler
Interim Clerk of the Board
County of Orange, California

Dated: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Saul R...
Deputy County Counsel

Dated: 4/29/15

EXHIBIT A**COMMUNITY SCHOOL REFERRAL PROCESS**

The following process will be used to evaluate referrals, certify Orange County students as meeting criteria set forth in Section 601 of the Welfare and Institutions Code, and obtain voluntary agreement by students and their parents to participate in a program of delinquency prevention services as authorized by Section 236 of the Welfare and Institutions Code. This process may be modified by mutual agreement of the parties to best serve the interests of the students referred to Community Schools. Any modification of this process, however, must be in writing and must be consistent with the requirements of the Welfare and Institutions Code, the Education Code, and the policy of the Juvenile Court.

1. A Child Welfare and Attendance representative may initiate a referral to the Orange County Department of Education Child Welfare and Attendance Office by completing the Community School Referral form (Attachment #1). Only referrals made for Orange County students residing in the County of Orange shall be certified as meeting 601(b) criteria. The Referral form shall specify why the student is unamenable to continued enrollment in the school district and identify unsuccessful intervention strategies attempted by the district.
2. A representative of the Orange County Department of Education will certify the appropriateness of the referral by signing the referral form (Attachment #1).
3. The Community School will log the referral and initiate a check of the student's status with the Probation Department by faxing the Community School Certification/Records Check form (Attachment #2) to the Probation Records Unit located at the Manchester Office Building, 301 The City Drive, Orange CA 92668. The completed form will be returned to the requesting Community School within two work days. If Probation determines the minor to be an active 602 ward, 654, 725 or 790 non-ward, the referral form will be transmitted to the assigned Deputy Probation Officer for completion of the Community School enrollment process. If Probation determines that the student is not an active 602 ward, 654, 725 or 790 non-ward, the Community School will set an enrollment appointment.
4. When Community School authorities believe the student is a minor described by Section 601 of the Welfare and Institutions Code, an Orange County Department of Education interviewer will be present at the Community School administrative office at the time of the minor's enrollment. He or she will review the referral form (Attachment #1) and interview the student and his or her parent(s). At the conclusion of the interview, the interviewer will indicate on the referral form (Attachment #1) whether or not the student is a minor described by Section 601 of the Welfare and Institutions Code. If the student meets Section 601 criteria, he or she and his or her parents will be encouraged to voluntarily participate in the delinquency prevention services program jointly provided by the Probation Department and the County Department of Education. If they agree to participate,

EXHIBIT A

the agreement form (Attachment #3) will be reviewed with them and they will be asked to sign it. The Deputy Probation Officer will then certify the referral, the assessment, and the agreement.

5. The student will be enrolled in the Community School, and if the student and his or her parents have agreed to participate in the delinquency prevention services program, an informal case record will be established by the Probation Department. The student may be assigned to a Deputy Probation Officer for purposes of monitoring the student's progress and provision of such counseling and referral services as may be requested by Community School authorities. These services may be continued until the ending date specified on the agreement form (Attachment #3).
6. If, at the end of the period of the agreement, Community School authorities believe the student continues to be a person as described in Section 601 of the Welfare and Institutions Code, the student may again be referred to the Probation Department using the Student Placement Review form (Attachment #4). If, after review of documents provided by Community School authorities and an interview with the student and his or her parent(s), the interviewer determines that the student continues to meet the criteria in Section 601, and the Deputy Probation Officer concurs, the student and parents may agree to an additional period of participation in the delinquency prevention services program by signing a new agreement form (Attachment #3).
7. Section 42238.18 of the Education Code requires that the Juvenile Court, as well as representatives of the school district, the Probation Department, and the Department of Education, participate in a review of the student's school records and previous attempts to adequately and appropriately deal with the factors which prompted his or her referrals to the Department of Education in order to qualify under Section 1981(c) of the Education Code. The Presiding Judge of the Juvenile Court has authorized the Chief Probation Officer, or designee, to serve as the Juvenile Court's representative in this review process (Attachment #5).
8. It is further noted that in addition to carrying out the provisions of the Community School Referral Process, Deputy Probation Officers providing the delinquency prevention program services described above may provide such other services as mutually agreed upon by the Probation Department and the Department of Education.



Alternative Community, and Correctional Educational Schools and Services

COMMUNITY SCHOOL REFERRAL

Student's Name _____ A.K.A _____ SSID# _____
Last First Middle
 D.O.B. _____ Grade: _____ Hm. Ph. _____ Last School Attended: _____
 Parent Guardian Caregiver Name: _____ District _____
 Address _____ City _____ Zip _____

<p>Please attach following items:</p> <input type="checkbox"/> Attendance Record <input type="checkbox"/> Immunization Certificate <input type="checkbox"/> Current Transcript <input type="checkbox"/> Proof of withdrawal from last school of attendance <input type="checkbox"/> Copy of IEP and/or other reports (if applicable) <input type="checkbox"/> CAHSEE results <input type="checkbox"/> CELDT results <input type="checkbox"/> Section 504 Plan	<p>Please provide the following information:</p> <p>Special Education <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes.</p> <input type="checkbox"/> SAI <input type="checkbox"/> DIS. S/L <input type="checkbox"/> DIS/PSY <input type="checkbox"/> DIS/HEALTH <input type="checkbox"/> DIS/Counseling <input type="checkbox"/> District Sp. Ed History-Exited <input type="checkbox"/> Transition to ACCESS IEP Date _____ <input type="checkbox"/> Enrolled in US Schools less than 3 Cumulative Years	<p>CELDT-Language Proficiency</p> <input type="checkbox"/> English Only, (EO) <input type="checkbox"/> Unknown <input type="checkbox"/> Identified Fully English Proficient. (IFEP) Initial Identification/Date Tested _____ <input type="checkbox"/> Redesignated Fully English Proficient. (RFEP) Redesignated by District/Date _____ <input type="checkbox"/> Limited English Proficient. (EL. LEP) <input type="checkbox"/> 1st year enrolled in school in U.S. _____ <input type="checkbox"/> Year enrolled in California Public School _____
---	--	--

REASON FOR REFERRAL

<input type="checkbox"/> Disruptive Behavior	<input type="checkbox"/> Teen Parent	<input type="checkbox"/> Inability to function appropriately in school	<input type="checkbox"/> Parent Request
<input type="checkbox"/> Substance abuse	<input type="checkbox"/> Special Education Needs	<input type="checkbox"/> Expulsion: <input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory	<input type="checkbox"/> Runaway
<input type="checkbox"/> Medical	<input type="checkbox"/> Social Services	<input type="checkbox"/> Truancy (4 Dates: _____)	
<input type="checkbox"/> Other (Describe): _____			

ATTEMPTED INTERVENTIONS		PREVIOUS EDUCATIONAL ALTERNATIVES	
<input type="checkbox"/> Educational Counseling	<input type="checkbox"/> SARB	<input type="checkbox"/> Continuation High School	<input type="checkbox"/> Work experience
<input type="checkbox"/> Schedule Modifications	<input type="checkbox"/> Suspension _____ days	<input type="checkbox"/> Adult Education	<input type="checkbox"/> ESL/LEP Bilingual
<input type="checkbox"/> Parent Conferences	<input type="checkbox"/> Other _____	<input type="checkbox"/> R.O.P.	<input type="checkbox"/> Other _____

Comments: _____

RECOMMENDATION:

ADMIN UNIT: North Anaheim Las Palmas East Garden Grove Santa Ana/Newport Mesa
 Region 106 South Harbor Learning Center

<p>Please check box if applicable: (For Office Use Only)</p> <input type="checkbox"/> Section 300. Welfare and Institutions Only <input type="checkbox"/> Section 1981 (a) District Expulsion <input type="checkbox"/> Section 1981 (b) SARB or Parental Request/District Approval <input type="checkbox"/> Section 1981 (d) Homeless	<p>Section 1981 (c) (1) Probation status <input type="checkbox"/> 601 <input type="checkbox"/> 602 <input type="checkbox"/> 654 (2) <input type="checkbox"/> On probation or parole and not in attendance in any school (3) <input type="checkbox"/> Expelled: Section 48915 (a) or (c) <input type="checkbox"/> 725 <input type="checkbox"/> 790 Section 725/790 W&I</p>
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REFERRAL - REVIEW & CERTIFICATION

CWA School	Print Name Title	Signature	Date
OCDE Representative	Print Name Title	Signature	Date
Probation Representative	Print Name Title	Signature	Date

Certified pursuant to Orange County Juvenile Court Order Filed December 21, 2001

Juvenile Court Representative _____

Parent Guardian Caregiver _____	Date _____
Student Signature _____	Date _____



**COMMUNITY SCHOOL REPLACEMENT
REVIEW & CERTIFICATION
PROBATION RECORDS CHECK**

OCDE School:

Contact Person:

				Current				
Last Name	First Name	MI	D.O.B	No. of Records	654	601	602	Pending
A.K.A.				P.O. Name:				
Comments:							J#:	
							L#	

				Current				
Last Name	First Name	MI	D.O.B	No. of Records	654	601	602	Pending
A.K.A.				P.O. Name:				
Comments:							J#:	
							L#	

				Current				
Last Name	First Name	MI	D.O.B	No. of Records	654	601	602	Pending
A.K.A.				P.O. Name:				
Comments:							J#:	
							L#	

				Current				
Last Name	First Name	MI	D.O.B	No. of Records	654	601	602	Pending
A.K.A.				P.O. Name:				
Comments:							J#:	
							L#	

				Current				
Last Name	First Name	MI	D.O.B	No. of Records	654	601	602	Pending
A.K.A.				P.O. Name:				
Comments:							J#:	
							L#	

Signed By: _____ Date: _____

DISTRIBUTION:

- 1. Original to Probation File
- 2. Copy to Minor/Parent
- 3. Copy to County Community Schools File

**ORANGE COUNTY PROBATION DEPARTMENT
 JUVENILE DELINQUENCY PREVENTION
 CONTRACT AGREEMENT (236/601 WIC)**

Name _____ D.O.B. _____

The authority for undertaking the following plan is contained in Section 236 and 601 of the Welfare and Institutions Code. Before signing this agreement, be certain you understand it and discuss any questions with the Interviewer.

GENERAL RULES AND REQUIREMENTS

- _____ 1. You are to obey all laws, including traffic rules and regulations. You are not to operate a motor vehicle unless properly licensed and insured.
- _____ 2. You are to obey a 10:00 P.M. curfew, or any curfew law for the city in which you live.
- _____ 3. You are to attend the assigned ORANGE COUNTY DEPARTMENT of EDUCATION SCHOOL as agreed and obey all school rules.
- _____ 4. You are to obey the reasonable and proper orders or directions of your parent(s), guardian, or custodian.
- _____ 5. You are not to use or even possess any intoxicants, alcohol, narcotics or other controlled substances, nor be with anyone using or possessing them.
- _____ 6. You are not to possess weapons of any kind, including firearms, knives or martial arts weaponry.

Your progress and eligibility in this program will be evaluated periodically. This agreement will end on _____ unless terminated in writing by either party at an earlier date.

SIGNED _____ DATE _____
 Minor

SIGNED _____ DATE _____
 Parent/Guardian

SIGNED _____ DATE _____
 Interviewer

SIGNED _____ DATE _____
 Deputy Probation Officer

NOTE: Violations of any of the above terms may result in further action by the Probation Department or the Juvenile Court. Although, the Probation Officer is not charged with enforcing the above rules any law violations should be reported by the parent/guardian to the appropriate law enforcement agency.



WILLIAM M. HABERMEL
County Superintendent of Schools

Alternative, Community, and Correctional Education Schools and Services

STUDENT PLACEMENT REVIEW

Interim Review (Date _____)

Student Name _____	Perm ID# _____	DOB _____
Teacher or Contact _____	Site _____	Site Phone # _____
Date of Enrollment _____	Target Date to Return to District _____	Grade Level _____ Credits to Date _____

Please Check Appropriate Column:

Module	Standard			If Expectations Not Met Comments	Interventions (Check all that apply)
	Met	Progressing	Not Met		
Academic Progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Class/Schedule Modification <input type="checkbox"/> Call(s) to Parents <input type="checkbox"/> Letter(s) to Parents <input type="checkbox"/> Parents Conference(s) <input type="checkbox"/> Counseling <input type="checkbox"/> Student Study Team <input type="checkbox"/> Probation Consultation <input type="checkbox"/> Employer Notification <input type="checkbox"/> Social Service Notification <input type="checkbox"/> Other: _____
Attendance (Dates of Truancy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Work/Study Habits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Behavior/Conduct (Specific Incidents)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Concerns: _____

Review and Certification (To be completed at year review, only.)

Recommendations:

- | | |
|--|--|
| <input type="checkbox"/> Remain in current classroom placement | <input type="checkbox"/> Place in another ACCESS classroom option or program |
| <input type="checkbox"/> Return to district of residence | <input type="checkbox"/> Other: _____ |

Plan of Action and/or Comments: _____

Administrator/Designee Date

Probation Action, if Necessary (Please review and check all that apply): Failed to respond to SARB
 Four or more truanancies Refusal to obey school authorities Failure to respond to probation officer

Service Referral(s): _____

Please check appropriate enrollment status:

Section 1981: (a) District Expulsion (b) SARB (c) Probation Status: 601 602 654

DPO Signature Date

Certified pursuant to Orange County Juvenile Court Order filed December 21, 2001

Juvenile Court Representative

Parent/Guardian/Caregiver Date

Student Signature Date

Attachment 5 to Exhibit A

FILED

ORANGE COUNTY SUPERIOR COURT

DEC 21 2001

ALAN CLATER, Executive Officer/Clerk

K. Sheffield
BY K. SHEFFIELD

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
SITTING AS THE JUVENILE COURT
MISCELLANEOUS ORDER - 651.4

TITLE: APPOINTMENT OF CHIEF PROBATION OFFICER AS COURT'S REPRESENTATIVE--BUDGET ACT OF 1989--REVIEW AND CERTIFICATION OF APPROPRIATENESS OF ENROLLMENT IN COUNTY GROUP HOME AND INSTITUTION'S SCHOOL OR COUNTY COMMUNITY SCHOOL

TO: CHIEF PROBATION OFFICER, COUNTY OF ORANGE SUPERINTENDENT, ORANGE COUNTY DEPARTMENT OF EDUCATION

The Budget Act of 1989, Item 6110-106-001, Provision 13, relating to Section 1981(c) of the California Education Code, requires that minors/pupils who are referred by the county probation department under Section 601 or 654 of the Welfare and Institutions code shall be enrolled in county community schools after an individualized review and certification of the appropriateness of enrollment in the county group home and institution's school or county community school.

The Budget Act of 1989, Item 6110-106-001, Provision 13, further requires that the individualized review shall include representatives of the court, the county department of education,

1 the county probation department, and either the school district of
2 residence or, in cases in which the minor/pupil resides in a group
3 home or institution, the school district in which the group home or
4 institution is located.

5 FOR GOOD CAUSE SHOWN THEREFOR, IT IS HEREBY ORDERED that
6 the Chief Probation Officer, or designee, is authorized to serve in
7 the capacity of the Court's representative for the limited purposes
8 outlined in the above-stated 1989 Budget Act provision until
9 further order of the Court.

10 Dated this 21 day of Dec., 2001.


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14 Robert B. Hutson
15 Presiding Judge of the Juvenile Court
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Exhibit "B"
Budget for
AGREEMENT BETWEEN THE COUNTY OF ORANGE
and the ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
For the Provision of
Probation Officer and Support Services for the
Community School Program

Years 1 - 3	<u>0.75 FTE DPO II</u>	<u>1.75 FTE IPT</u>	<u>0.20 FTE SPO</u>
PERSONAL SERVICES			
SALARIES	\$58,416	\$74,314	\$18,059
BENEFITS	<u>\$38,164</u>	<u>\$45,740</u>	<u>\$11,419</u>
Total PERSONAL SERVICES (S&EB)	\$96,580	\$120,054	\$29,478
INDIRECT COST - 9.28% of total S&EB	\$8,963	\$11,141	\$2,736
MILEAGE	\$1,500	\$150	\$50
COST BY POSITION - 0.75 DPO II, 1.75 IPT, 0.20 SPO	\$107,043	\$131,345	\$32,264
Total Annual Budget (years 1 - 3)		\$270,652	
Year 4 (2% nominal increase to Year 3 S&EB)			
Personal Services (Salaries & Benefits)	\$98,512	\$122,455	\$30,068
Indirect Cost	\$9,142	\$11,364	\$2,790
Mileage	\$1,500	\$150	\$50
COST BY POSITION - 0.75 DPO II, 1.75 IPT, 0.20 SPO	\$109,154	\$133,969	\$32,908
Total Annual Budget (year 4)		\$276,031	
Year 5 (2% nominal increase to Year 4 S&EB)			
Personal Services (Salaries & Benefits)	\$100,482	\$124,904	\$30,669
Indirect Cost	\$9,325	\$11,591	\$2,846
Mileage	\$1,500	\$150	\$50
COST BY POSITION - 0.75 DPO II, 1.75 IPT, 0.20 SPO	\$111,307	\$136,645	\$33,565
Total Annual Budget (year 5)		\$281,517	

EXHIBIT C
Section C.1

Juvenile Court Administrative Order
of the Orange County Superior Court:

No. 11/010-903- “Juvenile Court Hearings”
dated November 23, 2011
(2 pages)

Superior Court of the State of California
County of Orange



Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (714) 935-7000
FAX (714) 935-7098
657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 11/010-903

Juvenile Court Hearings

Access to Juvenile Court hearings are governed by Welfare and Institutions Code, section 346 (dependency proceedings) and section 676 (delinquency proceedings), and California Rules of Court, rule 5.530, which restricts public access to proceedings.

A. The following persons shall be entitled to be present at Juvenile Court proceedings:

1. All persons described in subdivision (b), of Rule 5.530, California Rules of Court.
2. Members of the public to the extent provided by Welfare and Institutions Code, section 676.
3. Victims and their support persons to the extent provided by Welfare and Institutions Code, section 676.5.
4. Persons providing statements to the extent provided by Welfare and Institutions Code, section 656.2.

B. The following persons may be admitted to Juvenile Court proceedings:

1. Persons the Court deems to have a direct and legitimate interest in the particular case or the work of the Court, pursuant to Welfare and Institutions Code, sections 346 and 676.
2. Persons requested to be present and consented to by the minor, pursuant to Welfare and Institutions Code, sections 346 and 676.

C. Guidelines regarding admission to Juvenile Court proceedings:

1. Pursuant to Welfare and Institutions Code, sections 346 and 676, persons with a direct and legitimate interest in the work of the Juvenile Court may include representatives of the press, law enforcement personnel, CASA, governmental agencies, community organizations and students. Admission of such persons

shall be only to the extent authorized by the Presiding Judge of the Juvenile Court.

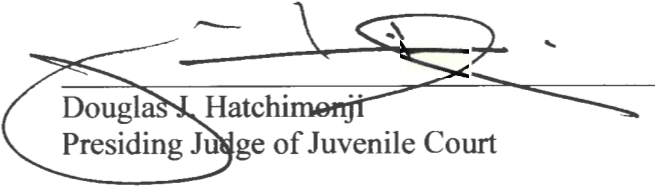
2. Persons and organizations with a direct and legitimate interest in the work of the Juvenile Court seeking admission to court proceedings shall seek authorization from the Presiding Judge, by contacting Juvenile Court Administration.
3. Persons and organizations admitted to Juvenile Court proceedings pursuant to this administrative order shall be required to sign a confidentiality agreement acknowledging the provisions of this order.
4. The parties to the Juvenile Court proceeding may object to the admission of any person or organization to a court proceeding. The Court shall take any objection into consideration in the exercise of its discretion to admit such persons or organizations or the conditions of such admission.

D. Non-Publication/Dissemination of Juvenile Court proceedings:

1. Any member of the public admitted into a Juvenile Court hearing shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegations made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order. The terms "publish or disseminate" means: revealing information to any person through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, You Tube, blogs, or any form of personal communication.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 23rd Day of November, 2011



Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

EXHIBIT C
Section C.2

Juvenile Court Administrative Order
of the Orange County Superior Court:

No. 11/009-906- “Public Access and Media”
dated November 23, 2011
(3 pages)

Superior Court of the State of California
County of Orange



Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (714) 935-7000
FAX (714) 935-7638
657-622-5502

Juvenile Court Administrative Order No. 11/009-906

Public Access and Media

Unless otherwise ordered by the court, these policies apply to print and broadcast coverage of both delinquency and dependency matters, whether taking place in or outside of the courtroom.

A. Cellular, digital or other portable telephone with camera or other recording capabilities:

1. All portable telephones shall be turned off prior to entering a courtroom. Display of any cellular, digital or other portable telephone in the courtroom at any time may result in the immediate seizure of the device by the Orange County Sheriff's Department or other security personnel. Offenders may be removed from the courthouse and/or subject to contempt of court with appropriate fines and sanctions

B. Use of Cameras and Recording Equipment:

1. Dependency: Pursuant to California Rule of Court, Rule 1.150(e) (6) (b), the bench officer presiding over any dependency matter shall not have discretion to permit cameras or recording equipment in the courtroom.
2. Delinquency: Pursuant to California Rule of Court, Rule 1.150 (e) (6) (b), the bench officer presiding over any delinquency matter not described in Welfare and Institutions Code Section 676(a), shall not have discretion to permit cameras or recording equipment in the courtroom.
 - a. Delinquency Proceedings Described in Welfare and Institutions Code section 676(a): Permission to use cameras or recording equipment while attending non-confidential delinquency court proceedings is in the discretion of the bench officer presiding over the matter. A Judicial

Council Form MC 500 and proposed order MC510 must be completed and filed at Juvenile reception (located on the 2nd floor) in person or by fax (657-622-8384). This request must be filed with the reception desk by (a) 10:00 a.m. the day of the hearing for cases that are calendared for the afternoon session; or (b) 4:00 p.m. the business day before the hearing for cases that are calendared for the morning session. The reception clerk shall immediately serve each of the parties with a copy of the request.

- b. Recorded View of Minor: When photography or video recording is permitted during a delinquency court proceeding, the camera view must be restricted to the shoulders of the minor and below. No view of the front or back of the head of the minor and/or his/her family shall be recorded.

C. Identification, Check-in and Waiting Area

1. Identification: All members of the print and broadcast media must display visible identification at all times while inside Lamoreaux Justice Center
2. Check-In: Upon arrival at Juvenile Court, all members of the media shall inform Juvenile Court receptionist (located on the 2nd floor) of their presence. The receptionist shall inform the appropriate courtroom personnel of the names of the media representatives present so that their attendance can be assured when the case is called.
3. Waiting Area: Cameras and other recording equipment shall be used as directed by court security. Such equipment may not be stored or displayed in the lobby area where minors are present.

D. Locations for Interview, Recording, Photography or Video Recording without a Court order.

1. Inside:
 - a. In addition to any recording permitted in the courtroom by order of the court, interviews, video and/or sound recording are not permitted without order of Presiding Judge of Juvenile Court.
 - b. No photography or video recording shall take place in the hallways or lobby areas of the Lamoreaux Justice Center.
 - c. No photography or video recording shall take place in the courtrooms when court is not in session, before or after a case is formally called on-the-record.

2. Outside:

- a. Without the express consent of the child/minor, there shall be no photography or video recording of the child/minor or his/her family on the sidewalks or parking lot adjacent to the Lamoreaux Justice Center.
- b. Requests may be submitted for interviews and video and/or sound recording in the plaza adjacent to Lamoreaux Justice Center.
- c. No photography or video recording of juvenile shall take place at the security and/or booking entrance to the Juvenile Hall.

E. Pooling

Due to the small size of the 12 courtrooms and the limited seating available, in all cases where video recording of a delinquency case is permitted by court order for more than one broadcast media station, only a single camera shall be allowed in the courtroom. A condition of granting the order to record the courtroom session shall include a requirement that such stations arrange for a pooling and sharing of the recorded material.

F. Photography or Audio or Video Recording of Minors in Juvenile Institutions

Except upon order of the Juvenile Court, no photography or audio or video recording of minors in Juvenile Institutions within the jurisdiction of Orange County Juvenile Court is permitted.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 23rd day of November 2011

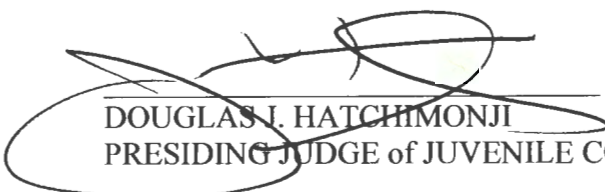

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

EXHIBIT C
Section C.3

Juvenile Court Administrative Order
of the Orange County Superior Court:

No. 12/003-903- “Exchange of Information”
dated March 29, 2012
(6 pages)

Superior Court of the State of California
County of Orange



Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (714) 935-7000
FAX (714) 935-7638
657-622-5502

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and *In re Malinda S.* (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentiality statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

- a. Establishing the minor's true name, date of birth, and legal residence,
- b. To contact the minor's parents.
- c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,
- d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,
- e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;
2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;
3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;
4. An Indian child's tribe, if the tribe has intervened in the child's case;
5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;
2. The child who is the subject of the proceeding;

3. The child's parent(s);
4. The child's guardian(s);
5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;
6. A judge, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;
7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;
8. Member of a child protective agency as defined in Penal Code §11165.9;
9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out-of-state placements;
10. The Juvenile Justice Commission;
11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;
12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commencing with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;
13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family Code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

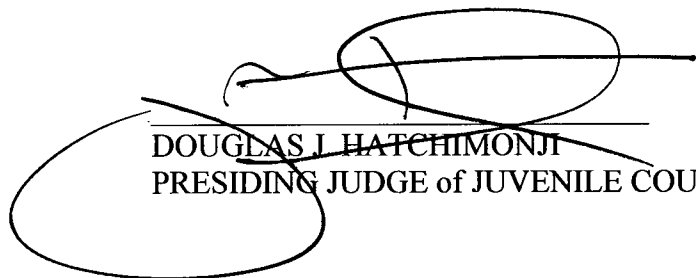
D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.
2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:



DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT