

1 XAVIER BECERRA
Attorney General of California
2 MICHAEL L. NEWMAN
Senior Assistant Attorney General
3 SARAH E. BELTON
Supervising Deputy Attorney General
4 LAURA L. FAER, BAR. NO. 233846
VIRGINIA CORRIGAN, BAR NO. 292035
5 DOMONIQUE C. ALCARAZ, BAR NO. 322761
LEE I. SHERMAN, BAR NO. 272271
6 Deputy Attorneys General
1515 Clay Street, 20th Floor
7 P.O. Box 70550
Oakland, CA 94612-0550
8 Telephone: (510) 879-3304
E-mail: Laura.Faer@doj.ca.gov
9 *Attorneys for* THE PEOPLE OF THE STATE OF
CALIFORNIA

10 VIBIANA ANDRADE, BAR No. 98333
General Counsel
11 JEAN BUCHANAN, BAR No. 251711
Deputy General Counsel
12 9300 Imperial Highway
Downey, CA 90242
13 Tel: 562-922-6123
Email: Andrade.Vibiana@lacoed.edu
14 *Attorneys for* Defendant LOS ANGELES COUNTY
15 OFFICE OF EDUCATION

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF LOS ANGELES

19 **THE PEOPLE OF THE STATE OF**
20 **CALIFORNIA, EX. REL. XAVIER**
21 **BECCERRA, ATTORNEY GENERAL OF**
THE STATE OF CALIFORNIA,

22 Plaintiff,

23 v.

24 **COUNTY OF LOS ANGELES; AND LOS**
25 **ANGELES COUNTY OFFICE OF**
26 **EDUCATION,**

27 Defendants.

Case No.

[PROPOSED] STIPULATED
JUDGMENT FOR DEFENDANT LOS
ANGELES COUNTY OFFICE OF
EDUCATION

1 **I. INTRODUCTION**

2 1. Plaintiff, the People of the State of California (People or Plaintiff), by and through its
3 attorney, Xavier Becerra, Attorney General of the State of California (the Attorney General), and
4 by Deputy Attorney General Laura Faer, and Defendant Los Angeles County Office of Education
5 (LACOE) having stipulated to the entry of this judgment (Judgment) by the Court without the
6 taking of proof and without trial or adjudication of any fact or law, without this Judgment
7 constituting evidence of or admission by LACOE regarding any issue of law or fact alleged in the
8 People’s Complaint for Injunctive Relief (Complaint) on file or any of the allegations or
9 conclusions set forth herein, and without LACOE admitting any liability, and with all parties
10 having waived their right to appeal, and the Court having considered the matter and good cause
11 appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

13 2. This Court has jurisdiction over the allegations and subject matter of the Complaint
14 filed in this action, and the parties to this action; venue is proper in this county; and this Court has
15 jurisdiction to enter this Judgment against LACOE. A separate Judgment against Defendant
16 County of Los Angeles and its Probation Department (Probation), Department of Mental Health
17 (DMH), and Department of Health Services (DHS) (collectively, the County), is filed
18 concurrently.

19 **INJUNCTION**

20 3. LACOE is permanently enjoined from engaging in any violations of applicable law or
21 regulation set forth in the Complaint or this Judgment, including California Education Code
22 sections 46141 and 48645, et seq., and section 1370 of Title 15 of the California Code of
23 Regulations, at the County’s Juvenile Halls, including Barry J. Nidorf Juvenile Hall, Central
24 Juvenile Hall, and defined to include, as applicable in the future, any locked detention facilities
25 that operate and function like a juvenile hall, that house youth prior to court adjudication or
26 pending placement, transition, transportation, or services, any Juvenile Hall facilities used for
27 post-disposition placement or in case of emergency, and any successors and assigns of such
28 Juvenile Halls. “Juvenile Halls” excludes community care facilities as defined in Health and

1 Safety Code section 1502, subdivision (a), and acute psychiatric hospitals as defined in Health
2 and Safety Code section 1250, subdivision (b). During operation of this Judgment, LACOE shall
3 carry out the following affirmative corrective actions:

4 **II. AREAS FOR SYSTEMIC REFORM**

5 4. LACOE shall develop and implement a detailed action and compliance plan
6 (hereinafter Detailed Plan) that includes at minimum a reasonable timeframe for completing each
7 corrective action that reflects the urgency of the reform process, responsible individual(s),
8 appropriate funding allocations, outcome metrics, quality assurance and sustainability measures,
9 and performance indicators for each of the following four areas identified and discussed in detail
10 below:

- 11 (a) Technology and Data Management
- 12 (b) Education and Transition
- 13 (c) Trauma-Informed and Positive Behavior Approaches
- 14 (d) Training

15 **III. MONITORING TEAM AND ACCESS**

16 5. The Judgment shall be overseen by a Monitor who shall be provided timely access
17 to information and documents to ensure compliance and whose reasonable costs and expenses
18 shall be paid by the County. The Monitor shall oversee conditions of confinement, as well as
19 coordination and implementation of this Judgment. The Monitor will be assisted by two Subject
20 Matter Experts (SME) who shall evaluate provisions related to their expertise and advise the
21 Monitor. The first SME shall be an expert in the areas of behavioral health services and medical
22 access (hereinafter, Health and Behavioral Health SME). The second shall be an expert in the
23 area of education, educational transition and after-care services, and career technical and post-
24 secondary education programming in the juvenile hall context (hereinafter, Education SME). The
25 Monitor will defer to the Education SME's evaluations and advice with respect to his or her areas
26 of expertise. The Monitor shall be Michael Dempsey. The Health and Behavioral Health SME
27 shall be Renée Marquardt. The Education SME shall be Peter Leone.

1 6. The Education SME will be selected by mutual agreement of the Plaintiff and
2 LACOE (the Parties) and the County. The costs and expenses for the Education SME shall be
3 split evenly between the County and LACOE for the first three years of the Education SME's
4 service pursuant to this Judgment. Thereafter, the County will pay the entirety of the costs and
5 expenses for the Education SME.

6 7. In the first year, the Monitor or a SME shall visit each Juvenile Hall a minimum of
7 12 days. In the second year and each year thereafter, the Monitor or a SME shall visit each
8 Juvenile Hall a minimum of 7 days. The Monitor shall coordinate with the SMEs to determine
9 whether one or more members of the team will attend each visit and may subcontract with
10 specialized experts to assist in the monitoring duties.

11 8. If at any time the Education SME is no longer able to serve, he or she will inform
12 the Parties and the County in writing as soon as possible prior to ending services. Within 14
13 calendar days of receiving notice, the Parties and the County will meet and confer regarding a
14 replacement. The replacement will be selected by mutual agreement of the Parties and the
15 County no later than 60 calendar days after written notice is received, or as extended by
16 agreement of the Parties. If a Party objects, the Parties and the County will engage in the dispute
17 resolution process described in Section X of this Judgment.

18 9. Should the Parties and the County agree that the Education SME, or a member of
19 their staff, if any, has exceeded his or her authority or is not fulfilling his or her duties in
20 accordance with this Judgment, the Parties may replace the Education SME, or any member of
21 the Education SME's staff, if any, using the process in paragraph 8. After good faith attempts to
22 resolve such issues informally, the Parties and the County may also agree to remove the
23 Education SME, or any member of their staff, if any, for good cause, which may include: gross
24 neglect of duties; willful misconduct; inappropriate personal relationship with a Party or the
25 County, or any Party or County employee, or youth; conflicts of interest; any criminal conduct; or
26 any significant violations of security protocols during the pendency of this Judgment.

27 10. The Education SME will provide the Parties with a report on the status of
28 compliance with the Judgment on a quarterly basis during the first two years following the entry

1 of this Judgment. During the first two years, these reports shall consist of two full reports and
2 two status updates, which shall be alternating. The status updates will report on progress meeting
3 the actions as specified in the Detailed Plan, including steps completed, and provide direction
4 regarding steps needed for timely implementation of substantive provisions. The two full reports
5 will include any other recommendations, directions, evidence, data, or information that the
6 Education SME deems necessary to include related to each of the substantive provisions in the
7 Judgment. After the first two years, the Education SME will provide reports on a semi-annual
8 basis until termination of the Judgment. The reports will include a finding of Substantial
9 Compliance, Partial Compliance, or Non-Compliance on each substantive provision of this
10 Judgment. For any provision with a finding other than Substantial Compliance, the Education
11 SME will provide to LACOE detailed written directions, consistent with this Judgment and
12 Detailed Plan, to achieve Substantial Compliance. "Substantial Compliance" means that LACOE
13 has achieved compliance with all of the material components of a substantive provision of this
14 Judgment in accordance with the Detailed Plan. Non-compliance with mere technicalities, or
15 temporary failure to comply coupled with prompt and appropriate remedial measures during a
16 period of otherwise sustained Substantial Compliance, will not constitute failure to maintain
17 Substantial Compliance. At least 60 days before the anticipated filing of each report, the
18 Education SME will provide the Parties with a draft copy and a reasonable opportunity to respond
19 within 30 days. The Education SME will consider the Parties' responses and make appropriate
20 changes before submitting a final report to the Parties.

21 11. The Attorney General, the Monitor, and the Education SME may make reasonable
22 requests to LACOE for additional information demonstrating compliance with any provision(s) of
23 this Judgment. To the extent LACOE has jurisdiction over the information requested, LACOE
24 shall furnish such information within 10 business days after the request is made, unless another
25 date is agreed upon in writing. In addition, to the extent LACOE has jurisdiction over the
26 personnel and documents, the Attorney General and his agents, including the Monitor and
27 Education SME, shall have access to speak with personnel and view documents, and access to at
28 least the following, consistent with the operational needs of the schools operated by LACOE in

1 the Juvenile Halls and provided that the Attorney General and his agents shall make reasonable
2 efforts to avoid disruption to the educational program:

- 3 (a) Full access to the grounds of the Juvenile Court Schools and the grounds
4 surrounding the schools, including, but not limited to, the ability to observe classes
5 and activities, including classes and activities occurring in living units;
- 6 (b) Ability to talk with, consult with, and interview LACOE staff, supervisors, and
7 administrators;
- 8 (c) Ability to interview youth detained at the Juvenile Halls individually regarding
9 services provided by LACOE pursuant to this Judgment; and
- 10 (d) Access to education records, including daily enrollment, education evaluation,
11 attendance, discipline, special education, education, and career-technical education
12 records, performance evaluations and reviews where relevant to issues of concern
13 to the Attorney General, the Monitor, or the Education SME as set forth in this
14 Judgment, incident reports, compliance reviews and investigations, and teacher
15 training schedules, and similar data or documents.
- 16 (e) The Attorney General and his agents, including the Monitor and Education SME,
17 shall keep the information contained in the foregoing records and data
18 confidential.

19 **IV. TECHNOLOGY AND DATA MANAGEMENT**

20 12. Within the timeframe set forth in the Detailed Plan, and as further described in the
21 Detailed Plan, LACOE shall create or amend existing electronic information technology and data
22 management system(s) that facilitate the data collection, data-analysis, tracking, and analytical
23 outputs required to meet the terms of this Judgment. The Detailed Plan shall include the
24 requirement to have electronic tracking, accountability, and monitoring system(s) (hereinafter
25 Electronic System(s)) that shall: (1) track compliance with applicable laws, regulations, LACOE
26 policies, and identified metrics in the areas specified in Sections V, VI, and VIII; (2) provide data
27 and reports to senior LACOE leaders and others designated by senior leaders regarding such
28 compliance; (3) if multiple systems are employed, the key performance indicators described in

1 the Detailed Plan and needed for monitoring the terms of this Judgment shall be available through
2 a single dashboard or portal; (4) incorporate any protections necessary to protect confidential
3 information and comply with applicable law; and (5) support staff in engaging in continuous
4 quality assurance and improvement. LACOE shall consider the use of portable tablets or other
5 portable electronic devices to implement the Electronic System(s) at the Juvenile Halls. The
6 Electronic System(s) shall have the capacity to generate data via a dashboard to assess key
7 performance indicators tied to Sections V, VI, and VIII of this Judgment. While the Electronic
8 System(s) are being created or amended, LACOE shall utilize existing technology and resources
9 to ensure that the tracking, accountability, and monitoring requirements herein are met.

10 **V. EDUCATION AND TRANSITION**

11 13. Within the timeframe set forth in the Detailed Plan, and as further described in the
12 Detailed Plan:

- 13 (a) The County will ensure that youth are immediately available for LACOE to
14 conduct educational evaluations and enrollment, except when there is an
15 immediate threat to the safety of the youth or others;
- 16 (b) The County and LACOE will work together to ensure that youth are being
17 immediately enrolled within 24 hours of arrival or the next regularly scheduled
18 school day;
- 19 (c) LACOE will continue to operate an Electronic System to document that youth are
20 transported for and receiving educational evaluation and instruction. LACOE will
21 make the Electronic System available to relevant County employees. LACOE and
22 the County will establish a process for timely and continuous review and analysis
23 of the aforementioned Electronic System data to assess for compliance and
24 implement subsequent remedial measures, as needed, to ensure compliance;
- 25 (d) LACOE will provide sufficient staffing to ensure that youth are enrolled in
26 educational instruction and are receiving instruction within the period of time
27 required by law, and are provided with the required 240 minutes of education per
28 day, except when there is an immediate threat to the safety of the youth or others,

1 or unless LACOE authorizes an excused absence based on categories recognized
2 by state law;

3 (e) The County will ensure that all youth are timely transported to and attending class
4 on a daily basis, except when there is an immediate threat to the safety of youth or
5 others, or unless LACOE authorizes an excused absence based on categories
6 recognized by state law;

7 (f) The County will ensure that education services are provided in the classrooms by
8 LACOE and not in the day room on the living Units, except where necessary due
9 to a particularized and documented risk of harm;

10 (g) The County will maintain policies and training to ensure youth are not denied
11 school time as punishment for behavior outside of the classroom, and youth are
12 provided the opportunity for at least one hour of quiet time daily for the principal
13 purpose of engaging in reading, writing, and class or homework assignments;

14 (h) The County will maintain policies and training to ensure County staff are aware of
15 their responsibility to ensure attendance at school;

16 (i) When youth refuse to go to school, the County will invite LACOE educators to
17 participate, and LACOE educators will participate, in a joint meeting to assess the
18 reasons for the youth's refusal and both the County and LACOE will make and
19 document efforts to send youth to the classroom on the same day that the youth
20 refuses to go to school, except when there is an immediate threat to the safety of
21 the youth or others;

22 (j) LACOE will maintain policies and training to ensure: (1) services required in the
23 youth's Individualized Education Program or Individualized Program Plan
24 continue without interruption, except when there is an immediate threat to the
25 safety of the youth or others; (2) youth have access to quality, differentiated
26 instruction, books (whether digital, paper, or through any other media), tutoring,
27 academic counseling, preparation for higher education, and credit recovery during
28 the school day, except when there is an immediate threat to the safety of the youth

- 1 or others;
- 2 (k) The party making the decision, either LACOE or the County, will document any
3 instances where education and education instruction has been denied due to an
4 immediate threat to the safety of the youth or others (“immediate threat”), along
5 with the facts supporting the decision that an immediate threat existed at the time
6 of the education denial and the amount of education instruction time denied during
7 the pendency of the immediate threat;
- 8 (l) LACOE will review and revise the orientation process during enrollment to ensure
9 meaningful receipt of education-related information by students and to develop a
10 preliminary education plan in accordance with California Code of Regulations,
11 Title 15, section 1370, subdivision (e)(3);
- 12 (m) LACOE and the County will explore alternatives with the Education SME for
13 maximizing the number of youth assigned to school rooms based on their assessed
14 academic need, while taking into account identified safety and security needs and
15 implement those recommendations agreed to by LACOE and the County;
- 16 (n) The County and LACOE will develop an education and transition plan that must
17 include needed academic and rehabilitation supports, and a plan for accessing
18 those supports upon the youth’s return to the community, pursuant to Education
19 Code section 48647, for any youth detained in a Juvenile Hall for more than 20
20 consecutive school days;
- 21 (o) The County and LACOE will maintain a joint transition planning policy that
22 complies with the requirements of Education Code section 48647;
- 23 (p) LACOE will develop career exploration and/or job readiness curriculum programs
24 for youth over whom LACOE has jurisdiction;
- 25 (q) The County will provide regular access to the career exploration and/or job
26 readiness curriculum programs developed by LACOE, except when there is an
27 immediate threat to the safety of the youth or others. The County will also re-
28 assess its process for identifying and enrolling students who have graduated from

1 high school or who are otherwise not eligible for LACOE career exploration
2 and/or job readiness curriculum programs to ensure maximum enrollment in post-
3 secondary, career exploration, and job readiness programs offered by the County;
4 and

- 5 (r) The Attorney General, LACOE, and the County recognize that temporary
6 suspension of education for a limited duration may be necessary due to an act of
7 nature, such as a fire or earthquake, which is outside of human control.

8 14. Within the timeframe set forth in the Detailed Plan, and as further described in the
9 Detailed Plan jointly developed by the County and LACOE:

- 10 (a) LACOE and the County will create and implement a process for education staff
11 participation in a County multi-disciplinary team meeting, which will include
12 Probation, DMH, and DHS partners and, as appropriate, the youth and family, to
13 discuss youth needs and treatment, and an assigned LACOE and/or County staff
14 member responsible for coordinating implementation;
- 15 (b) LACOE will define its responsibilities and duties with respect to the least
16 restrictive educational placement of youth with disabilities, the LACOE offer of
17 Free Appropriate Public Education and alternative placements for students who
18 may need a more restrictive educational setting in accordance with law;
- 19 (c) LACOE and the County will establish a process for gathering information from
20 LACOE's Electronic System described at Section IV, to be included in a monthly
21 report detailing enrollment, attendance, and daily educational minute information
22 for youth placed in a Juvenile Hall for the prior month, including the reasons
23 provided for any loss of education and an aggregation of educational minutes lost
24 due to delays in enrollment, failure to have a teacher for the class, and/or failure to
25 timely transport youth to school on a daily basis ("School Attendance and
26 Enrollment Report"). The School Attendance and Enrollment Report will redact
27 identifying information for youth and set forth proposed remedies and requests for
28 immediate action to address any loss of education to youth, including the number

1 of total minutes of education time lost for the month and any compensatory
2 education services needed to make up for the loss, the cost of compensatory
3 services, and a proposed provider. Nothing in this Judgment is intended to affect
4 the earning of credit hours of a student. To the extent there is a dispute about
5 whether LACOE or the County will fund the compensatory education services, the
6 dispute and any supporting documentation will be submitted to the Education
7 SME, who will make a determination, which will be final and binding upon the
8 parties, within 10 business days; and

9 (d) The School Attendance and Enrollment Report shall be provided to the Los
10 Angeles County Board of Education, the Attorney General, the Education SME,
11 County Counsel, and the Probation Oversight Commission 70 days after entry of
12 this Judgment and to the same entities on the day of the monthly mailing to the
13 County Board of Education every month thereafter.

14 15. For purposes of this Judgment, the word “transition” shall include: (a) the
15 complete and accurate transfer of educational records within 72 hours of a youth’s release from
16 the Juvenile Hall; (b) access to information about postsecondary academic and vocational
17 opportunities, including college financial aid programs; (c) the education and transition plan
18 described in Section V, Paragraph 13, subdivision (n), and required pursuant to Education Code
19 section 48647, subdivision (e); (d) facilitation of the youth’s immediate enrollment in an
20 appropriate public school in their community when a pupil is transferred from the juvenile court
21 school; (e) facilitation of school acceptance, upon enrollment by the pupil in a public school, of
22 course credits, including partial credits, for coursework completed in the juvenile court school; (f)
23 facilitation of immediate placement in appropriate courses, based on coursework completed by
24 the pupil, upon enrollment by the pupil in a public school; and (g) access to educational records
25 for the youth’s educational rights holder as required by state law, including, but not limited to,
26 Education Code section 48647, subdivision (f).

27 **VI. TRAUMA-INFORMED AND POSITIVE BEHAVIOR APPROACHES**

28 16. Within the timeframe set forth in the Detailed Plan, and as further described in the

1 Detailed Plan, LACOE shall collaborate with the County to strengthen and integrate a positive,
2 incentive-based, trauma-informed, and developmentally appropriate behavior management
3 system (behavior management system) throughout the Juvenile Halls, including during the school
4 day and on the Unit. The joint behavior management system may build upon the positive
5 behavior interventions and supports (PBIS) efforts that LACOE has engaged in at the Juvenile
6 Halls. The Detailed Plan shall include mechanisms and an Electronic System to ensure that: (a)
7 staff have adequate training and support to effectively and consistently implement the systems
8 and provide trauma-informed counseling and correction grounded in restorative principles; (b)
9 youth understand the objectives and purposes of the positive behavior management program and
10 the rewards involved related to school enrollment, participation, positive behavior, and
11 attendance; and (c) staff respond to non-compliance in a proportionate, trauma-informed, and
12 equitable way. Attached to this Detailed Plan for review and approval by the Attorney General
13 shall be LACOE's policies, procedures, and directives regarding positive behavior management
14 and trauma-informed approaches to behavior management, which shall incorporate requirements
15 in the California Education Code regarding use of other means of correction and suspension as a
16 last resort and requirements in California Code of Regulations, title 15, section 1370, subdivision
17 (a) regarding culturally responsive and trauma-informed approaches.

18 **VII. REHABILITATIVE PROGRAMMING**

19 17. Within the timeframe set forth in the Detailed Plan, and as further described in the
20 Detailed Plan, LACOE shall offer recommendations and, as appropriate, staffing and other
21 resources, and services in support of the Detailed Plan being created in this area by the County
22 that is intended to ensure quality weekly after-school and weekend programming, including but
23 not limited to, vocational training and job readiness, life and soft skills courses, creative and arts-
24 based programs, conflict resolution and parenting programs, mentoring, healthy relationship
25 classes, a Youth Council, staff- and volunteer-run tournaments and competitions, and celebrations
26 of birthdays and holidays.

27 **VIII. TRAINING**

28 18. Within the timeframe set forth in the Detailed Plan, and as further described in the

1 Detailed Plan, LACOE shall outline and implement training for LACOE staff assigned to
2 Juvenile Halls and management and administrative staff, which is to be added to LACOE’s
3 current training plans, on the new policies and practices set forth in and developed in accordance
4 with this Judgment. At minimum, the Detailed Plan for training will include: (a) frequency of
5 training; (b) annual review of training needs and effectiveness through an Electronic System that
6 includes youth feedback; (c) identification by LACOE of staff, through interviews with youth and
7 other staff, and performance evaluations, who are proficient in the subject matter areas listed
8 below and assignment of these staff to coach and mentor other staff in these methods; and (d) the
9 following training topics, some of which LACOE may already provide: (1) judgment
10 requirements, including tracking and monitoring of education evaluations, enrollment, daily
11 attendance, and educational minutes; (2) conflict resolution and crisis de-escalation; (3) positive
12 behavior management and child development and adolescence; (4) responses to trauma; (5)
13 restorative justice techniques; (6) facilitating group work; and (7) multi-disciplinary treatment
14 based planning and implementation as discussed in Section V. LACOE shall collaborate with the
15 County to discuss which of the trainings can be coordinated or offered jointly to provide training
16 to both County and LACOE staff working in the Juvenile Halls.

17 **IX. COMPENSATORY SERVICES FOR YOUTH**

18 19. “Beneficiary” is defined as a youth who was detained at the Juvenile Halls from
19 January 1, 2018 through the date of this Judgment’s execution and determined, according to the
20 formula recommended by the Education SME, to be entitled to compensatory education services.

21 20. “Compensatory education services” is defined as educational hours to which a
22 youth is entitled, based on educational instruction not provided to a youth while detained at the
23 Juvenile Hall, according to the formula developed by the Education SME.

24 21. The Education SME has devised a formula to calculate the compensatory
25 education services to which Beneficiaries are entitled based a random sampling of the education-
26 related records of no more than 15 youth detained at each Juvenile Hall (no more than 30 youth
27 total) from January 1, 2018 through the date of the Judgment’s execution and the duration of the
28 Beneficiaries’ confinement at the Juvenile Halls. The factors the Education SME evaluated

1 included the frequency and duration of late arrival to class, the number of days a youth was not
2 enrolled in school and missed school after arriving at the facility, and other factors necessary to
3 determine the quantity of education hours not received, if any. Excused absences pursuant to
4 Education Code section 48202 were not included in the calculation. LACOE provided the
5 Education SME with the data and information necessary to conduct the random sample.

6 22. Within 90 calendar days of the effective date of this Judgment, as further described
7 in the Detailed Plan:

8 (a) The County will use the formula established by the Education SME to calculate
9 the compensatory education service package for each Beneficiary, provide the
10 Education SME access to the records used to calculate each compensatory
11 education service package to verify the accuracy of the calculations, and provide
12 notice to the Beneficiaries of the award, which shall be approved by the Attorney
13 General, translated into Spanish, and sent to each Beneficiary indicating the
14 specific compensatory education service package to which they are entitled and
15 providing contact information for the third-party partner(s) that they can contact to
16 access the compensatory education services.

17 (b) The process will allow for the Beneficiaries to have two years from the date the
18 County mails and, if available, e-mails the notices to the Beneficiaries to use the
19 hours included in their compensatory education service packages, and thereafter,
20 any unused balance of hours included in the compensatory education service
21 packages for a Beneficiary will expire. This two-year period will be tolled for the
22 duration of any delay in provision of services to a Beneficiary that is solely
23 attributable to County or the third-party partner(s) with whom they contract, and
24 the Beneficiary and the Education SME will promptly notify the County of any
25 issues related to interruption in services as soon as they are aware of such issues.
26 The process will include a toll-free hotline with operators who can provide
27 assistance in English and Spanish in place for a minimum of six months after
28 notices are sent to Beneficiaries to assist Beneficiaries with accessing the

1 compensatory services.

2 (c) LACOE will collaborate with the County and provide assistance with respect to
3 the County's duty to contract with qualified third-party partner(s) that utilize
4 research-based education interventions to satisfy the compensatory education
5 services for any Beneficiary. LACOE may assume the role of the contracting
6 agent for education entities for which LACOE already has or may have had
7 contracts in order to facilitate the process and ensure qualified third-party
8 partner(s) can provide services. The County will at all times retain its duty to pay
9 for the above-mentioned services.

10 **X. DISPUTE RESOLUTION PROCESS**

11 23. It is the intent of the Parties to work collaboratively to address any disputes or non-
12 compliance with this Judgment. Unless a different timeframe is specified in this Judgment,
13 should a dispute arise or should a Party raise an objection, the parties or the objecting Party will,
14 within 5 working days, initiate the meet and confer process in good faith. The Parties will spend
15 no more than 10 working days to meet and confer. If after the 10 working days the Parties are
16 unable to reach resolution, the objecting Party may thereafter submit the matter(s) upon which
17 they disagree to the Court for further proceedings.

18 **XI. CHANGES OR MODIFICATIONS TO THE DETAILED PLANS**

19 24. The Education SME may offer suggested improvements to the Detailed Plans or
20 ongoing efforts to implement those plans.

21 25. A Detailed Plan may be modified after it is adopted in response to changing
22 circumstances in the Juvenile Halls. Proposed modifications shall be presented in writing to the
23 Attorney General, who shall then have 30 business days in which to submit in writing any
24 concerns about proposed modification. If the Attorney General does not submit concerns in
25 writing within 30 business days of receipt of the proposed modifications, the Parties will adopt
26 the modifications as proposed.

27 **XII. TERMINATION OF JUDGMENT**

28 26. Upon the Education SME's conclusion that LACOE has achieved and maintained

1 Substantial Compliance with any substantive provision(s) of this Judgment for a period of 12
2 consecutive months, that provision shall be deemed completed and the Education SME will no
3 longer assess or report that provision. Where the Education SME concludes that LACOE has
4 achieved and maintained Substantial Compliance with a substantive provision of this Judgment,
5 as described immediately above, at one Juvenile Hall but not another, the Education SME will no
6 longer assess or report on that Juvenile Hall.

7 27. The Education SME will determine Substantial Compliance based on LACOE's
8 performance as described in the Detailed Plan. Alternatively, the Education SME may determine
9 that LACOE has achieved Substantial Compliance when the overall objectives of this Judgment
10 have been met, even where the specific requirements of substantive provisions of this Judgment
11 may only be in partial compliance.

12 28. This Judgment and the Court's jurisdiction will automatically terminate four years
13 after the effective date of this Judgment, unless LACOE has not achieved Substantial Compliance
14 for any substantive provisions of this Judgment. For those provisions, the Attorney General and
15 LACOE will engage in a meet and confer process, which shall not extend more than 45 days. If
16 the Attorney General's office and LACOE cannot agree on the length of time that the Judgment
17 shall be extended to allow LACOE to reach Substantial Compliance, then the Attorney General
18 may petition the Court for such an extension within 60 days of the close of the meet and confer
19 timeframe. The Parties shall be bound by the Superior Court's decision.

20 **XIII. DEFENDANTS' INDEPENDENT OBLIGATIONS**

21 29. Each of the respective Defendants to this action, LACOE and the County, shall not
22 be liable for, and no enforcement action pursuant to this Judgment, shall lie against either
23 respective Defendant for an alleged failure by the other Defendant to comply with this Judgment.
24 For any provision under this Stipulated Judgment or in the Detailed Plan that requires LACOE to
25 rely on the County's obligations for performance, LACOE cannot be held liable for, and no
26 enforcement action pursuant to this Judgment shall lie against LACOE, for the County's failure to
27 perform its obligations under that provision. If the County is no longer under the jurisdiction of
28 the Court in its Stipulated Judgment with the Attorney General's Office in this matter, LACOE

1 cannot be held liable for, and no enforcement action pursuant to this Judgment shall lie against
2 LACOE, under those provisions in which County's participation is required or necessary for
3 LACOE to perform in LACOE's Stipulated Judgment or in the Detailed Plan, and which the
4 County is failing to perform. The failure of any respective Defendant to perform its obligations
5 under this Judgment or the Order entered herewith shall not impact the full force and binding
6 effect of this Judgment as it relates to either Defendant. No Defendant will be held liable for any
7 aspect of the performance, or lack of performance, by any other Defendant of that Defendant's
8 obligations under this Agreement.

9 **XIII. SUCCESSORS AND ASSIGNS**

10 30. The injunctive provisions of this Judgment shall apply to LACOE, as well as any
11 successors, directors, officers, employees, agents and assigns, which or who may oversee, direct,
12 provide, or supervise educational and transition services in the Juvenile Halls.

13 **XIV. CONTINUING JURISDICTION OF COURT AND COMPLIANCE**

14 31. It is the intent of the Parties to work collaboratively to address any potential
15 violations of this Judgment. If the Attorney General denies, rejects, or objects to any policy, plan,
16 procedure, protocol, or any other document submitted to the Attorney General by LACOE as
17 required by this Judgment, the Attorney General shall, within 60 days of the date of the denial,
18 rejection, or objection advise LACOE of the Attorney General's position in writing, and negotiate
19 in good faith to reach a resolution of any dispute. If the Parties are unable to reach an agreement
20 regarding a provision of this Judgment that is subject to approval by the Attorney General, the
21 matter or matters upon which they disagree will be submitted to the Court for initiation of any
22 further proceedings that the Court may deem at its discretion necessary to reasonably resolve the
23 matters in dispute.

24 32. The Attorney General and LACOE may jointly stipulate to make changes,
25 modifications, and amendments to the Judgment for what the Parties deem to be material
26 revisions, which shall be effective after a joint motion is filed by the Parties and is granted by the
27 Court.

28 33. Any time limits for performance imposed by the Judgment may be extended by the

1 mutual agreement, in writing, of the Attorney General and LACOE, and/or by order of the Court
2 for good cause shown.

3 34. Jurisdiction is retained by the Court to enforce the Judgment for a period of four
4 years, unless time is extended or reduced pursuant to Section XI, for the purpose of enabling any
5 Party to the Judgment to apply to the Court at any time for such further orders and directions as
6 may be necessary or appropriate for the interpretation or the carrying out of this Judgment, for the
7 modification of any of the injunctive provisions hereof, for enforcement of compliance herewith,
8 and for the punishment of violations hereof, if any.

9 35. "Effective date" means the date the Court enters the signed Judgment as an order
10 of the Court.

11 36. Nothing in this Judgment alters the requirements of federal or state law to the
12 extent these laws may currently, or upon future amendment will, offer greater protection.

13 37. Nothing in this Judgment limits the powers vested in the Attorney General by the
14 California Constitution and state statutory law, including Government Code section 11180 et seq.,
15 to oversee or enforce any California laws or regulations, which the Attorney General may use to
16 monitor LACOE's compliance with the terms of the Judgment.

17 38. The clerk is ordered to enter this Judgment forthwith.

18 DATED:

19 _____
20 JUDGE OF THE SUPERIOR COURT
21
22
23
24
25
26
27
28

1 XAVIER BECERRA
Attorney General of California
2 MICHAEL L. NEWMAN
Senior Assistant Attorney General
3 SARAH E. BELTON
Supervising Deputy Attorney General
4 LAURA L. FAER, BAR NO. 233846
VIRGINIA CORRIGAN, BAR NO. 292035
5 DOMONIQUE C. ALCARAZ, BAR NO. 322761
LEE I. SHERMAN, BAR NO. 272271
6 Deputy Attorneys General
1515 Clay Street, Suite 2000
7 Oakland, CA 94612
Telephone: (510) 879-3304
8 E-mail: Laura.Faer@doj.ca.gov
Attorneys for THE PEOPLE OF THE
9 STATE OF CALIFORNIA

*Exempt from filing fees pursuant to
Government Code, section 6103*

10 RODRIGO A. CASTRO-SILVA, BAR No. 185251
County Counsel
11 AMIE S. PARK, BAR No. 273346
CARRIE CLARKE, BAR No. 150031
12 EMILY ISSA, BAR No. 276798
Deputy County Counsels
13 500 West Temple Street, Suite 600
Los Angeles, CA 90012
14 Tel: (213) 972-5725 Fax: (213) 626-7446
Email: apark@counsel.lacounty.gov
15 Attorneys for Defendant COUNTY OF LOS ANGELES

16 (Additional Counsel for LOS ANGELES COUNTY OFFICE OF EDUCATION on Last Page)

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF LOS ANGELES

20 **THE PEOPLE OF THE STATE OF**
21 **CALIFORNIA, EX. REL. XAVIER**
22 **BECCERRA, ATTORNEY GENERAL OF**
23 **THE STATE OF CALIFORNIA,**

Plaintiff,

24 v.

25 **COUNTY OF LOS ANGELES AND LOS**
26 **ANGELES COUNTY OFFICE OF**
27 **EDUCATION,**

28 Defendants.

Case No.

**STIPULATION FOR ENTRY OF FINAL
JUDGMENTS**

1 Plaintiff, the People of the State of California, by and through its attorney, Xavier Becerra,
2 Attorney General of the State of California (the Attorney General), and by Deputy Attorney
3 General Laura L. Faer, and Defendants County of Los Angeles (County) appearing through its
4 attorney Rodrigo A. Castro-Silva, County Counsel, and the Los Angeles County Office of
5 Education (LACOE), appearing through its attorney Vibiana Andrade, General Counsel, stipulate
6 as follows:

7 1. This Court has jurisdiction over the subject matter hereof and the parties to this
8 Stipulation for Entry of Final Judgments (Stipulation).

9 2. The County's Final Stipulated Judgment, a true and correct copy of which is
10 attached hereto as Exhibit 1, and LACOE's Final Judgment, a true and correct copy of which is
11 attached hereto as Exhibit 2, may be entered by any judge of the Superior Court.

12 3. The Attorney General may submit the Judgments to any judge of the Superior
13 Court for approval and signature, based on this Stipulation, during the court's ex parte calendar or
14 on any other ex parte basis.

15 4. The parties hereby waive their right to move for a new trial on the underlying
16 complaint or otherwise seek to set aside their respective Judgment through any collateral attack,
17 and further waive their right to appeal their respective Judgment, except the parties agree that this
18 Court shall retain jurisdiction for the purposes specified in their respective Judgment.

19 5. The parties jointly represent that they have worked collaboratively to come to an
20 agreement as set forth in the Judgments.

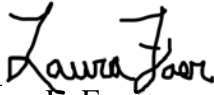
21 6. The parties have stipulated and consented to the entry of the Judgments by the
22 Court without the taking of proof and without trial or adjudication of any fact or law, without the
23 Judgments constituting evidence of or an admission by the County or LACOE regarding any
24 issue of law or fact alleged in the Complaint for Injunctive Relief on file herein, and without the
25 County or LACOE admitting any liability regarding allegations of violations that occurred prior
26 to the entry of the Judgments or conceding that they have failed to satisfy legal requirements in
27 the areas identified in the Judgments.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLAINTIFF THE STATE OF CALIFORNIA

XAVIER BECERRA
Attorney General of California

DATED: January 11, 2021



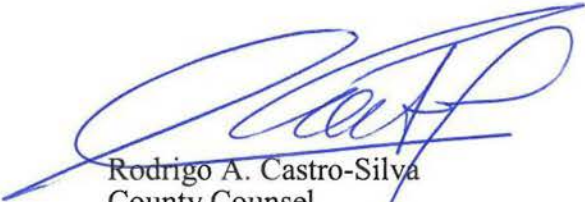
Laura L. Faer
Deputy Attorney General
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEFENDANT COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES

DATED: Jan. 11, 2021




Rodrigo A. Castro-Silva
County Counsel
Attorney for Defendant Los Angeles County

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**DEFENDANT LOS ANGELES COUNTY
OFFICE OF EDUCATION**

LOS ANGELES COUNTY OFFICE OF
EDUCATION


DATED: Jan 11, 2021



Debra Duardo, M.S.W., Ed.D.
Los Angeles County Superintendent of
Schools

Approved as to Form:

DATED: Jan 11, 2021



Vibiana Andrade
General Counsel
*Attorney for Defendant Los Angeles County
Office of Education*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Additional Counsel:

VIBIANA ANDRADE, BAR NO. 98333
General Counsel
JEAN BUCHANAN, BAR NO. 251711
Deputy General Counsel
Los Angeles County Office of Education
9300 Imperial Highway
Downey, CA 90242
Tel: 562-922-6123
Email: Andrade_Vibiana@lacoed.edu
Attorneys for Defendant LOS ANGELES
COUNTY OFFICE OF EDUCATION