

THE FAMILY WELLNESS COURT

Memorandum of Understanding Between the County of El Dorado, El Dorado County Office of Education, and Shingle Springs Band of Miwok Indians

Introduction

This Memorandum of Understanding (MOU) is entered into by the County of El Dorado (County), a political subdivision of the State of California; the El Dorado County Office of Education, (Office of Education); and the Shingle Springs Band of Miwok Indians (Tribe), a federally recognized tribe, (the Parties). The Parties intend this MOU to be a living document that represents the coming together of different jurisdictions in support of the creation of the Family Wellness Court for the purpose of serving tribal youth and families.

Purpose and Scope

The Parties are forming a collaboration to address the needs of youth and their families who are either currently engaged in local state or tribal court proceedings or who are at risk of becoming engaged with the local state or tribal court. This collaboration has resulted in the establishment of a new alternative court, called the Family Wellness Court (Court), whose purpose is to develop and implement a family focused program consisting of prevention, intervention and post-adjudication services that will be guided by the Medicine Wheel teachings and the Ten Wraparound Principles of the National Wraparound Initiative. The mission of the Court is to empower youth and families to create positive change.

Family Wellness Court Model

Two judges, one from the Shingle Springs Tribal Court and one from the El Dorado County Superior Court, will preside over the new Court. The Court will act with input from a Team of Tribal, County, community and education partners who will be responsible for advising the Court and providing services in a wraparound program based on the individualized needs of the Court participants. With input from the Team, the Court will establish a culturally based Family Service Plan that may include behavioral health services, substance abuse services, cultural activities, educational services, and other social services designed to address identified risks.

Partnership in the Provision of Services

The Parties agree to designate available personnel to participate in a Team that will advise the Court. The Team will meet before Court hearings as scheduled by the Court twice per month. Depending on the type of case, a Team may be comprised of representatives from:

- El Dorado County Probation
- El Dorado County Health and Human Services
- El Dorado County Public Defender
- School Attendance Review Board (SARB)
- Tribal Wellness Board
- Tribal Behavioral Health
- Tribal Council
- Tribal Legal Department
- Tribal Court Advocate
- Tribal Elders
- Designees from the External Public Service Partners identified below

The Parties further agree to partner in the provision of services and to coordinate all available services, both tribal and non-tribal, to assist the Court participants.

Expenses Related to Family Wellness Services

The Parties are responsible for their own expenses related to this MOU and the cost of providing services in connection with the Court. No exchange of funds is necessary for the tasks associated with this MOU. The Parties agree that the Tribe will bear the cost of Court incentives, such as family recreational activities, for tribal members and their families.

External Public Service Partners

The Parties recognize the importance of community support for the effective implementation of the Family Wellness Court, and will seek and accept the support of External Partners, who may be a part of the Team advising the Court depending on the type of case. These External Partners include, but are not limited to:

- Local Schools of Attendance
- El Dorado County District Attorney
- El Dorado County Sheriff
- Placerville Police Department
- Court Appointed Special Advocates
- Court Appointed Counsel
- Volunteer Retired Professionals

Cooperative Working Relationship

The Parties agree that effective implementation of a new alternative court will require the Parties to work together to solve problems that may arise as the Family Wellness Court Program is implemented. The Parties agree to make their best efforts to resolve disputes arising under this MOU by (1) meeting as soon as possible after the event giving rise to the dispute, (2) giving each other written notice describing the dispute with specificity, and (3) conferring in a good faith attempt to resolve the dispute. If the Parties are unable to resolve a dispute after meeting and conferring in good faith, the Parties agree to participate in a dispute resolution session facilitated by the California Judicial Council who will recommend either a solution for the program or termination of the program.

Mutual Responsibility

Each Party agrees to be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees arising in any way out of their participation in the Family Wellness Court Program.

Term of Understanding

This MOU takes effect upon its execution by the authorized representatives of the County, the Office of Education, and the Tribe. It shall remain in effect until terminated by any Party for any reason, or upon 30 days advance written notice. It shall be reviewed at least annually by the Parties, with input from the Court, to ensure that it is fulfilling its purpose and to make any necessary revisions. Upon written agreement of the Parties, this MOU can be modified at any time.

SHINGLE SPRINGS BAND OF MIWOK INDIANS



Nicholas H. Fonseca, Chairman, Tribal Council

Date 5-8-15

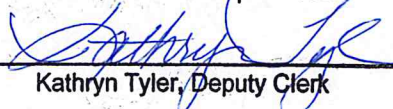
EL DORADO COUNTY



Brian Veerkamp, Chair, Board of Supervisors


Date 7-14-15

ATTEST: James S. Mitrison
Clerk of the Board of Supervisors

By 

Kathryn Tyler, Deputy Clerk

EL DORADO COUNTY OFFICE OF EDUCATION



Jeremy M. Meyers, Superintendent

Date 6/3/15