

**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF MONTEREY AND
SANTA RITA UNION SCHOOL DISTRICT
FOR CAMPUS PROBATION OFFICER PROGRAM**

This Memorandum of Understanding (“MOU”) is between the County of Monterey (“County”) through the Monterey County Probation Department (“Probation”) and the Santa Rita Union School District (“SRUSD”).

PURPOSE

This Memorandum of Understanding (MOU) was developed and entered into by the **MONTEREY COUNTY PROBATION DEPARTMENT**, hereafter known as (**Probation**), and the **SANTA RITA UNION SCHOOL DISTRICT**, hereafter known as (**SRUSD**). The purpose of this MOU is to provide a coordinated approach, utilizing available resources from both agencies, to closely monitor and supervise juvenile probationers and assist with at-risk students within the school system. Both agencies believe that campus-based probation officers will further this goal and agree to collaborate by coordinating and providing the following services outlined below.

Roles and responsibilities under this MOU are valid from **July 1, 2024** through **June 30, 2025**, and are set forth as follows:

PRINCIPLES OF MEMORANDUM OF UNDERSTANDING

GENERAL AREAS OF RESPONSIBILITIES

Monterey County Probation Department agrees:

1. Beginning July 1, 2024 through June 30, 2025, **Probation** shall assign one (1) Deputy Probation Officer to **SRUSD** school sites while this MOU is in effect and in full force.

The duties of the assigned Deputy Probation Officer (DPO) shall be, but not necessarily limited to, the following:

- a. Assist in the cooperative effort of probation and schools to closely monitor and supervise juvenile probationers attending specified schools and to utilize a spectrum of intervention/diversion programs designed to improve behavior in the community, home and school;
- b. Provide supervision of minors on formal and informal probation attending specific school campuses;
- c. Impose and monitor programs of informal probation and other dispositional options for minors attending specified school campuses who commit crimes and are referred for Intake Services by **Probation**;

- d. Work closely with school administrators and assist faculty to monitor and ensure school attendance of probationers and other students attending the specified school;
 - e. Offer school-based intervention options, such as work projects and other forms of community service, designed to hold minors accountable for misconduct and prevent further entry into the juvenile justice system;
 - f. Provide supportive services to the schools in the area of delinquency prevention and diversion;
 - g. Serve as resource person to the specified schools regarding dispositional options and assist the school in making appropriate referrals to collateral agencies or other components of the juvenile justice system;
 - h. Attend regular interagency meetings of the participating agencies;
 - i. To the greatest extent possible, assist in overall campus supervision and security and participate in regular campus safety meetings; and
 - j. Be responsible for filing petitions, preparing court reports, attending mandated trainings, appearing for necessary court appearances and performing duties consistent with **Probation** requirements.
2. The DPO is an employee of the Monterey County Probation Department which retains supervision responsibility.

Santa Rita Union School District agrees:

1. To remit an amount up of **\$234,614** for fiscal year 2024-2025 (**Exhibit A**) for the services rendered.
2. Provide a secured workspace, telephone, computer and necessary equipment to the DPO.

FISCAL

Probation will invoice **SRUSD** quarterly for payment of actual services rendered, and will submit a statement of expenses to:

Santa Rita Union School District
57 Russell Road
Salinas, CA 93906

INDEMNIFICATION AND INSURANCE

Mutual Indemnification. Except as otherwise required by applicable law, **Probation** and **SRUSD** agree that each party shall be responsible for their own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be

responsible for the acts and/or omissions of the other. Each party therefore agrees to save harmless and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this MOU.

During the term of this MOU, both parties shall take out and maintain: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability.

During the performance of this MOU, both **Probation** and **SRUSD** shall be responsible for providing any statutory benefits and insurance to their respective employees related to the services provided by this MOU.

EFFECTIVE DATE OF MOU

The initial term of this MOU shall commence on **July 1, 2024** through **June 30, 2025** unless sooner terminated as provided herein. Thereafter, this MOU may be renewed annually provided such renewal is in writing and signed by the parties hereto.

Either party may terminate this MOU upon giving at least thirty days written notice of such termination to the other party. Upon such termination, **Probation** shall be reimbursed for all services provided to **SRUSD**, up to and including the date of termination.

Neither party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.

No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

We, the undersigned, as authorized representatives of the **MONTEREY COUNTY PROBATION DEPARTMENT** and the **SANTA RITA UNION SCHOOL DISTRICT** do hereby approve this document.

COUNTY OF MONTEREY

SANTA RITA UNION SCHOOL DISTRICT

By: _____
Signature of Chief Probation Officer

By: *Summer Prather-Smith*
Signature of Director, SRUSD

Printed Name and Title

Summer Prather-Smith Director of Engagement

Printed Name and Title

Date: _____

Date: 5-30-2024

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz

E79EF64E57454F6
Deputy Auditor/Controller

By: N/A

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Date: 5/31/2024

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Date: _____

Date: _____

Approved as to Form:

DocuSigned by:
Anne K. Brereton

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Anne K. Brereton
Deputy County Counsel

Date: 5/31/2024

Exhibit A

MONTEREY COUNTY PROBATION DEPARTMENT	
SANTA RITA CAMPUS DEPUTY PROBATION OFFICER	
Quote - 1.0 FTE DPO II Step 7 with bilingual and educational stipends	
For: FY 2024-25	
Prepared: 5/14/2024 DDS	
ITEM & DESCRIPTION	Annual Program FY25
	Estimate
SALARY AND BENEFITS	
6111-6174 - Salary and Benefits: Deputy Probation Officer II - per SBFS detail	200,668
6122 - OPEB/Other Post-Employment Benefits	645
6148 - Unemployment Insurance	91
6161 - Workers Comp	6,086
SERVICE AND SUPPLIES	
6222 - Uniform & Safety Supplies	650
6261 - Insurance - General Liability (Non-recoverable)	872
6262 - Insurance - General Liability (Recoverable)	975
6266 - Insurance - Property	175
6268 - Insurance - Other	137
6410 - Office Supplies	250
6412 - Printing Graphics and Binding - External	100
6835 - Oth Spec Dep -	100
6861- Training Cost (Standard - State Required)	750
6864 - Fleet Service Charge (fuel and mnce)	4,490
6867 - Vehicle Usage/Replacement	5,700
7301 - COWCAP - County Cost Allocation	12,925
1.0 FTE DPO II Cost - GRAND TOTAL FY 2024-25:	234,614
Notes:	
*6864 vehicle fuel \$70 per week plus \$850 annual vehicle mnce	
*6867 vehicle lease cost of \$475 per month	