



MEMORANDUM OF UNDERSTANDING
Between
Monterey County Office of Education
And
Monterey County Probation Department
For Implementation of the
Through and Beyond-Transition to Success Program

Purpose

This agreement was developed and entered into by the Monterey County Probation Department and the Monterey County Office of Education, hereafter referred to as MCOE. The purpose of this agreement is to specify the services to be provided within the framework of the "Through and Beyond-Transition to Success Program," hereafter referred to as Through and Beyond. An additional purpose is to specify the general areas of responsibility assigned to MCOE and to Monterey County Probation Department. This agreement conforms to applicable state and federal laws.

Through and Beyond Collaborative

Through and Beyond originated as a collaborative grant program under the High Risk Youth Education and Public Safety Program (SB 1095). It was awarded by the California Department of Education to provide academic, vocational, and behavioral support, and supplemental services, to high risk youth and their families. The outcomes of the project were to help students plan for success in their lives and re-enroll in school. .

The Through and Beyond collaborative is comprised of the Monterey County Superintendent of Schools, Monterey County Health Department Behavioral Health Division, Monterey County Probation Department, Monterey County school districts, and community groups. The Collaborative will coordinate personalized support services to help eligible youth achieve optimum academic, vocational and behavioral success.

Principles of Agreement

In accordance with the funded proposal, MCOE agrees to:

- Serve as the Lead Agency for the Through and Beyond Collaborative
- Provide leadership of the collaborative necessary for successful implementation of the program
Conduct the program evaluation
- Serve as the fiscal agent for the grant
- Provide up to \$185,909 to Monterey County Probation Department for actual services delivered in fiscal year 2014-15 for the Through and Beyond Program by a 1.0 FTE Probation Officer III as Case Transitional Coordinator, and by a 1.0 FTE Probation Aide as support and transportation staff.

In accordance with the funded proposal, Monterey County Probation Department agrees to:

- recruit, hire, and supervise a Probation Officer III to function as the Case Transitional Coordinator and a Probation Aide who will work with the MCOE Student Transition Specialist to coordinate the implementation of the Through and Beyond program to ensure each participating youth's successful transition from an intensive structural program to a less

- restrictive school placement.
- Assign an administrator and/or appropriate personnel to participate on the Through and Beyond Advisory Board, Youth Intake Team, Youth Educational Transition Team, and Youth Outpatient Team.

Payment

Monterey County Probation Department will invoice MCOE quarterly for payment of actual services rendered to eligible Through and Beyond participants, and will submit a statement of expenses and log of services provided, to be approved by MCOE prior to payment.

INVOICES SHALL BE SENT TO: Monterey County Office of Education

Attention: Maricela Cruz

Alternative Education

P.O. Box 80851

Salinas, CA 93912-0851

Financial Records

MCOE and the Monterey County Probation Department agree to maintain financial records associated with the expenditure of these funds for three (3) years after the close of each fiscal year. Monterey County Probation Department will submit to MCOE quarterly financial reports on expenditures for the periods ending September 30, December 31, March 31, and June 30 of each fiscal year.

Confidentiality

To the extent permitted by law, both MCOE and the Monterey County Probation Department agree to share information regarding the court-involved youth affected by this Memorandum of Understanding. Information from the youthful offenders' history shall be used only to gain an understanding of the needs of the youth and to improve the planning, delivery and evaluation of services. The sharing of information related to specific case histories, as permitted by law, is deemed essential to interagency collaboration.

Mutual Indemnification

The Monterey County Probation Department shall indemnify, defend, and hold harmless MCOE, its County Board of Education, County Superintendent of Schools, officers, employees, representatives and volunteers from and against all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Subcontractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Subcontract, except such loss or damage which was caused by the sole negligence or willful misconduct of MCOE.

MCOE shall indemnify, defend, and hold harmless the Monterey County Probation Department, the Monterey County Board of Supervisors, its officers, employees, representatives and volunteers from and against all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with MCOE's performance of work hereunder or its failure to comply with any of its obligations contained in the Subcontract, except such loss or damage which was caused by the sole negligence or willful misconduct of the Monterey County Probation Department.

Statement of Assurances

These funds provide services to youth who are at risk of dropping out of school, including but not exclusively youth on probation who are enrolled in the MCOE Alternative Education programs through extended school day programs. Funds are to be used to supplement, not supplant, services provided to students in these programs.

Recovery of Fees

In case of any litigation commenced with respect to the MOU, allocation of costs will be settled by the California State courts with venue in Monterey County.

Term

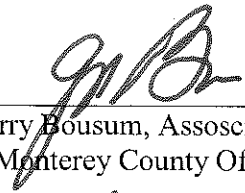
This MOU shall become effective July 1, 2014 and will terminate on June 30, 2015.

The terms of this agreement will be renegotiated annually or by

- a. Change in funding amount from the California Department of Education Pupil Retention Block Grant
- b. Both parties calling a meeting to redefine
- c. After delivery of a "Notice to Renegotiate" by either party

This agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

Authorized Signatures
Representative for MCOE




Garry Bousum, Associate Superintendent.
Monterey County Office of Education
Date: 11-20-14

Representative for Monterey County
Probation Department

Manuel Real, Chief Probation Officer
Monterey County Probation Department
Date: _____

REVIEWED:

BY: 

Faris Sabbah, Ed.D.
Assistant Superintendent

APPROVED AS TO LEGAL FORM:

Charles J. McKee, County Counsel
Date: _____

MCOE Budget Code:
0100-7390-0-8600-21 00-580000-000-0563-501

Traci Kirkbride, Deputy County Counsel

APPROVED BY RISK MANAGEMENT:

Steve Mauck, Risk Manager
Date: _____