

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MONTEREY COUNTY PROBATION DEPARTMENT AND
THE MONTEREY COUNTY OFFICE OF EDUCATION
Silver Star Resource Center**

This Memorandum of Understanding (MOU) is between the County of Monterey ("County") on behalf of the Monterey County Probation Department ("MCPD") and the Monterey County Superintendent of Schools on behalf of the Monterey County Office of Education ("MCOE").

RECITALS:

- A. MCOE, through its Alternative Education Programs Division, operates community schools throughout Monterey County. These schools serve at-risk youths that cannot attend school district schools as defined by Education Code, 1981 (a)-(d).
- B. MCPD and MCOE wish to collaborate in providing services to ensure the orderly and effective operation of the Silver Star Resource Center, Independent Study program and to enhance the level of assistance available to the students in attendance.

NOW, THEREFORE, the parties mutually agree to the following terms and conditions:

I. MCPD shall:

- A. Assign one full-time Deputy Probation Officer (DPO) to the Silver Star Resource Center Independent Study (SSRC IS) at 855 E. Laurel Drive, Bldg H., Salinas, CA 93905, as agreed upon by MCOE and MCPD. The duties of the assigned officer shall be, but not necessarily limited to, the following:
 - a. Maintain the caseload of probationers in attendance at the community schools;
 - b. Supervise the probationers on his/her caseload, using established MCPD protocol, including the processing of violations of terms and conditions of probation;
 - c. Work with the appropriate staff members of the community schools and the school district offices regarding the status of expelled students;
 - d. Monitor completion of school district readmission requirements and attend readmission hearings when possible.
 - e. Attend MCOE Site and Department staff meetings.
- B. Provide the necessary safety equipment and training to the DPO.
- C. Be responsible for the supervision of the DPO.
- D. Submit quarterly invoices, detailing staff costs, to MCOE for reimbursement.

II. MCOE shall:

- A. Provide a vehicle for the Probation Officer.
- B. Designate the community school staff who will be responsible for working closely with the MCPD staff to provide probation services to the students;

- C. Reimburse MCPD for assigned staff's costs, including salary and benefits, and necessary services and supplies (Exhibit A).
- III. To the extent permitted by law, both MCPD and MCOE agree to share information regarding each prospective and enrolled students of the Independent Study Program. The sharing of information relative to specific case histories, as permitted by law, is deemed essential to interagency collaboration. MCPD and MCOE acknowledge and agree any shared confidential information shall not be released, disclosed or otherwise made available to any individual or organization other than the designated personnel for this MOU.
- IV. MCPD and MCOE shall work together in a cooperative manner to achieve the program's objectives.
- V. **Mutual Indemnification.** Except as otherwise required by applicable law, MCPD and MCOE 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.
- VI. 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.
- VII. During the performance of this MOU, both MCPD and MCOE shall be responsible for providing any statutory benefits and insurance to their respective employees related to the services provided by this MOU.
- VIII. 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.
- IX. 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.

The initial term of this MOU shall commence on July 1, 2012 through June 30, 2013. If during the term of this MOU it is deemed necessary by either party, the agreement may be reviewed and thereafter revised by mutual consent. Either party may terminate this MOU upon giving at least thirty days written notice of such termination to the other party. Upon such

termination, MCPD shall be reimbursed for all services provided to MCOE, up to and including the date of termination.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives on the dates set forth below.

COUNTY OF MONTEREY and
MONTEREY COUNTY PROBATION
DEPARTMENT

MONTEREY COUNTY SUPERINTENDENT
and MONTEREY COUNTY OFFICE OF
EDUCATION

Manuel Real,
Chief Probation Officer
Monterey County Probation Department

For JPRM Assoc Supt

Dr. Nancy Kotowski,
Monterey County Superintendent of
Schools

Date: _____

Date: 8/3/12

APPROVED AS TO FORM:

APPROVED AS TO FISCAL TERMS:

Traci Kirkbride

Traci Kirkbride
Deputy County Counsel

Gary Giboney

Gary Giboney
Chief Deputy Auditor Controller

Date 9/17/12

Date 9-26-12

Reviewed by:

Gary Vincent

Gary Vincent, Director of Alternative Education

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGEMENT
COUNTY OF MONTEREY

~~APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE~~
Steve Mauck
Risk Management

By: *Dylan Schumaker*

Date: 9-21-12

Exhibit A		
County of Monterey - Probation Department		
Monterey County Office of Education		
Silver Star Resource Center - Independent Study FY2012-2013		
Salary & Benefits:	Actual Program Budget	MCOE to reimburse Probation Department
	for FY12-13	for FY12-13
Probation Officer II (1.0 FTE)		
Salary	86,250	86,250
Benefits	41,133	36,424
	127,383	122,674
Total Salary and Benefits:	127,383	122,674
Services & Supplies & Vehicle Costs:		
Data Processing Services (\$169 per workstation per mo) includes items 1-5 X1	2,028	2,028
1. Device Support @\$40 mo.		
2. E-Mail access @\$11 mo.		
3. Internet access @\$15 mo.		
4. Network access @\$38 mo.		
5. Enterprise @\$65 mo.		
Desk Phone Service Fee @\$20/mo X1	480	0
Phone Equipment Rental Charge @\$49 mo X1	588	588
Cell phone @\$40 mo. X1	0	0
Office Supplies \$21 mo X1	252	252
Vehicle		
Vehicle with Maintenance and Fuel to be provided by MCOE at 0.00 cost to MCPD	0	
Total Services, Supplies and Vehicle Costs:	3,348	2,868
Sub Total:	130,731	125,542
Administrative/Operational Costs (10%)	13,073	12,554
Grand Total	143,804	138,096
Salary and Benefits indicate total costs of positions. If program eligible, Title IV-E funds will be deducted for such eligible juveniles.		
compiled 07/18/2012 DDS		