

MEMORANDUM OF UNDERSTANDING
between
MONTEREY COUNTY PROBATION DEPARTMENT
and
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

General Provisions

PURPOSE

This Memorandum of Understanding was developed and entered into by the **MONTEREY COUNTY PROBATION DEPARTMENT**, hereafter known as **PROBATION**, and the **MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT**, hereafter known as **MPUSD**. The purpose of this agreement 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:

PRINCIPLES OF MEMORADUM OF UNDERSTANDING

GENERAL AREAS OF RESPONSIBILITIES

Monterey County Probation Department agrees:

1. Beginning July 1, 2012 through June 30, 2013, PROBATION shall assign three (3) Deputy Probation Officers to MPUSD to the designated school site within MPUSD while this AGREEMENT is in effect and in force. The total cost of the three (3) positions will be shared between PROBATION and MPUSD.

Designated school sites;

Monterey High School located at 101 Herrmann Drive, Monterey, CA
Seaside High School located at 2200 Noche Buena, Seaside, CA
Central Coast High School located at 2995 Rendova Road, Marina, CA

2. The duties of the assigned Deputy Probation Officers shall be, but not necessarily limited to, the following:
 - a. To assist in the cooperative effort of probation, sheriff and schools to closely monitor and supervise juvenile probationers attending specified schools and to develop and operate a spectrum of intervention/diversion programs designed to improve behavior in the community, home and school.
 - b. To provide supervision of minors on formal and informal probation attending specific school campuses.

- c. To 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. To work closely with school administrators and faculty to monitor and ensure school attendance of probationers and other students attending the specified school.
- e. To develop 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. To provide supportive services to the middle schools in the area of delinquency prevention and diversion.
- g. To serve as resource persons to the specified schools regarding dispositional options and to assist the school in making appropriate referrals to collateral agencies or other components of the juvenile justice system.
- h. To attend regular interagency meetings of the participating agencies.
- i. The Deputy Probation Officers will be responsible for filing petitions, preparing court reports, making necessary court appearances and performing duties consistent with PROBATION requirements.

Monterey Peninsula Unified School District agrees:

1. PROBATION shall invoice and MPUSD shall remit an amount equal to \$35,000 per shared-cost officers (3) for a total of \$105,000 per year (**Exhibit A**).
2. To provide available work space, telephone, computer and necessary equipment to the Deputy Probation Officer assigned to the specified school.
3. The three Deputy Probation Officers are employees of the PROBATION Department that retains supervision responsibility.

INDEMNIFICATION AND INSURANCE

Mutual Indemnification. Except as otherwise required by applicable law, PROBATION and MPUSD 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 MCPD and MPUSD 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 AGREEMENT

The initial term of this MOU shall commence on July 1, 2012 through June 30, 2013, unless sooner terminated as provided herein. Thereafter, this MOU may be renewed annually for a term not to exceed one fiscal year, provided such renewal is in writing and signed by the parties hereto. Either party may terminate this MOU at any time upon thirty (30) days' advance written notice to the other party.

Either party may terminate this AGREEMENT 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 MPUSD, up to and including the date of termination.

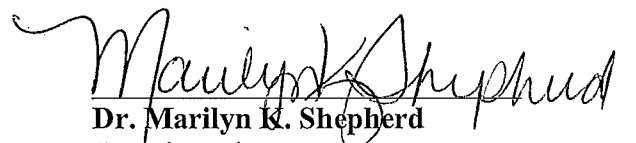
Neither party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.

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.

In the event of unforeseen expansion in student population at MPUSD school sites and MPUSD agree to provide and pay for an additional Deputy Probation Officer or Probation Aide to meet the same requirements and services set forth in this MOU. An amendment will be made in writing and signed by the parties hereto.

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

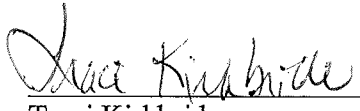
Manuel Real
Chief Probation Officer
Monterey County Probation Department


Dr. Marilyn K. Shepherd
Superintendent
Monterey Peninsula Unified School District

Date: _____

Date: 8/8/12

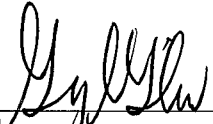
APPROVED AS TO FORM:



Traci Kirkbride
Deputy County Counsel

Date 9/17/12

APPROVED AS TO FISCAL TERMS:



Gary Giboney
Chief Deputy Auditor Controller

Date 9-17-12

APPROVED AS TO INSURANCE PROVISIONS:

Steve Mauck
Risk Manager

Date _____

**EXHIBIT
A**

**Monterey County Probation Department
MPUSD Campus Probation Officer Program
One Year Budget - Fiscal Year 2012-2013**

	Annual Costs	Funding From MPUSD	Net Cost To Probation
<u>Probation Officers</u>			
Salary (per budget system) - PO III Step 7 (1.0 FTE)	86,154		
Benefits	38,769		
	<u>124,923</u>	35,000	89,923
Salary (per budget system) - PO II Step 7 (1.0 FTE)	81,484		
Benefits	36,668		
	<u>118,152</u>	35,000	83,152
Salary (per budget system) - PO II Step 7 (1.0 FTE)	81,484		
Benefits	36,668		
	<u>118,152</u>	35,000	83,152
	361,227	105,000	256,227
<u>Employee Training</u>			
Mandatory yearly training @\$500 pr yr per FTE	1,500	0	1,500
<u>Communications</u>			
Cell Phone Monthly Service @\$30/mo per FTE	1,080	0	1,080
Data Processing Services (E-mail, Desktop, Network and Support) @\$206 mo per FTE	7,416	0	7,416
<u>Supplies</u>			
Office Supplies @\$250 pr yr per FTE	750	0	750
	<u>10,746</u>	<u>0</u>	<u>10,746</u>
Total Operating Expenses	371,973	105,000	266,973

All figures compiled as of 06 18 2012 DDS
Fiscal Year 2012-2013