

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MONTEREY COUNTY PROBATION DEPARTMENT AND THE
MONTEREY COUNTY OFFICE OF EDUCATION
Salinas Community Schools**

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 Department, established Community Schools located at 710 Old Stage Road (Silver Star Youth Program at Rancho Cielo), 855 E. Laurel Road, Building H (Silver Star Resource Center), 1518 Moffett St. (Sea, Air, Fire and Earth - S.A.F.E.), and 901 Blanco Circle, WC8 (Innovation, Technology, Arts Pathway- iTAP, MCOE SC/IS), to serve youth who need an alternative school setting and 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 Community Schools and to enhance the level of assistance available to the students in attendance.

A. PRINCIPLES OF AGREEMENT

The primary purpose of this program is to assist in truancy prevention by providing services to 601 Welfare and Institutions (W&I) Code “minors habitually disobedient or truant”, 654 W&I, 725 W&I, and 602 W&I wards, who are in attendance of these programs.

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

I. MCPD shall:

Assign one full-time Deputy Probation Officer (DPO) who will be housed at the Silver Star Youth Program Community School at Rancho Cielo.

The duties of the DPO shall be, but not necessarily limited to, the following:

1. Maintain a caseload of probationers at Silver Star Youth Program at Rancho Cielo.
2. Supervise the probationers on his/her caseload, using established MCPD protocol, including the processing of violations of terms and conditions of probation, which may include home visits;
3. Support attendance efforts at Silver Star Youth Program and other sites to be determined, by following up on student absenteeism and documenting efforts on a daily report;

4. Work with the appropriate staff members of the Community Schools and the school district office of residence regarding the status of Inter-District Transferred/expelled students;
5. Monitor completion of school district readmission requirements and attend readmission hearings when possible;
6. Have a visible presence and assist in the supervision of students during school hours.
7. Assist MCOE staff with student misconduct resulting in removal from the classroom;
8. Attend MCOE Site and Department staff meetings as appropriate;
9. At the request of the Alternative Education Director or his/her designees, facilitate communications regarding issues of safety, violence or unrest concerning students on probation at other MCOE programs to the assigned Probation Services Manager or the Juvenile Field Probation Services Manager.
10. Provide the necessary safety equipment and training to the DPO.
11. Be responsible for the supervision of the DPO.
12. Process and forward claims for eligible Title IV-E reimbursement toward the DPO's salary and benefits.
13. Submit quarterly invoices, detailing staff costs, to MCOE for reimbursement.
14. As needed communicates/collaborates with MCOE prior to student movement to ensure best possible placement or adequate transition.

II. MCOE shall:

1. Provide secure workspaces, telephones, and locking file cabinets for the DPO.
2. MCOE shall regularly communicate all attendance and behavioral issues of Probation Students attending SAFE, iTAP, and MCOE SC/IS programs directly to their assigned DPO.
3. Designate the Community School staff that will be responsible for working closely with the MCPD staff to provide services to the students.
4. Reimburse MCPD for assigned staff's costs, including salary and benefits, vehicle usage, and necessary services and supplies, as shown in **Exhibit A** to this MOU. Each year MCPD will develop and submit to MCOE a projected budget identifying such expenses.

B. GENERAL PROVISIONS

I. COMMUNICATION

To the extent permitted by law, both MCPD and MCOE agree to share information regarding each prospective and enrolled students of the Community Schools 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.

1. MCPD has the authority to arm the DPO, if it deems it necessary, to ensure officer safety in the performance of his/her duties.
2. MCPD and MCOE shall work together in a cooperative manner to achieve the program's objectives. MCPD and MCOE will hold joint responsibility to maintain sufficient attendance and student enrollment numbers.

C. MUTUAL INDEMINIFICATION.

1. 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.
2. 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.
3. 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.
4. Neither party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior written consent of the other party.

5. 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.

D. TERM

The initial term of this MOU shall commence on July 1, 2021 through June 30, 2022.

If during the term of this MOU it is deemed necessary by either party, the agreement may be reviewed and thereafter revised by mutual written consent. Either party may terminate this MOU upon giving at least thirty (30) 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.

(Signatures on the following page)

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**

Todd Keating, Chief Probation Officer

By: _____
Signature of Garry Bousum
Associate Superintendent of Business Services

Dated: _____

Printed Name and Title

Dated: _____

By: _____
Signature of Deneen Guss
Monterey County Superintendent of Schools

Printed Name and Title

Dated: _____

Approved as to Form:

Anne K. Brereton,
Deputy County Counsel

Dated: _____

Approved as to Fiscal Provisions:

Gary Giboney,
Deputy Auditor Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Exhibit A		
County of Monterey - Probation Department		
Monterey County Office of Education		
Salinas Community Schools FY2021-22	Total Program Budget	MCOE to reimburse Probation Department
Salary & Benefits:	FY21-22	FY21-22
Deputy Probation Officer II (1.0 FTE)		
Salary	104,646	
Benefits	91,405	
	196,051	95,000 *
Total Salary and Benefits:	196,051	95,000
Services & Supplies & Vehicle Costs:		
Data /ERP System Allocation (\$737 per fiscal year per FTE)	737	0
County Insurance allocation	1,786	0
Cell phone @ \$30 mo. (Qty 1)	360	0
Laboratory Services & Drug Testing Supplies	500	500
Office Supplies \$21 mo.	252	252
Staff Training Charge \$25 mo.	300	0
Fuel/Maintenance @ \$75 mo.	900	600
Total Services, Supplies and Vehicle Costs:	4,835	1,352
Sub Total:	200,886	96,352
Administrative/Operational Costs (10%)	20,089	3,648
Grand Total	220,975	100,000
*Salary and Benefits indicate total costs for position - Step 7 per FY22 SBFS Budget download		
Prepared 03/19/2021 DDS		