

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MONTEREY COUNTY PROBATION DEPARTMENT AND  
SALINAS UNION HIGH SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is between the County of Monterey ("County") on behalf of the Monterey County Probation Department ("MCPD") and the Salinas Union High School District ("SUHSD").

**PURPOSE**

This Memorandum of Understanding was developed and entered into by the **MONTEREY COUNTY PROBATION DEPARTMENT**, hereafter known as (**MCPD**), and the **SALINAS UNION HIGH SCHOOL DISTRICT**, hereafter known as **SUHSD**. 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:

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

**PRINCIPLES OF MEMORANDUM OF UNDERSTANDING**

**GENERAL AREAS OF RESPONSIBILITIES**

Monterey County Probation Department agrees:

Beginning July 1, 2012 through June 30, 2013, MCPD shall assign eight (8) Deputy Probation Officers and one (1) Probation Aide to SUHSD to be assigned to school sites within SUHSD while this AGREEMENT is in effect and in force.

1. 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 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 MCPD;

- 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 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 MCPD requirements;
2. The duties of the assigned Probation Aide shall be, but not necessarily limited to the following:
- a. Report to his/her assigned school site on those days in which school is in session and remain on campus during the instructional day;
  - b. Work closely with the SUHSD staff members to provide probation services to the students;
  - c. Recruit and attempt to maintain sufficient student attendance to keep the classroom full;
  - d. Review attendance records (should minor be a ward), and report absences to the Deputy Probation Officer (DPO);
  - e. Determine the whereabouts of missing students on a daily basis and firmly enforce attendance requirements;
  - f. Maintain an independent attendance roster;
  - g. Determine, in consultation with the DPO (should minor be a ward), if invalid absences or tardiness will result in detention and/or probation violation;
  - h. Interview prospective students and confer with SUHSD teachers regarding placement;

- i. Review contract terms and school rules with each student at time of acceptance into the program;
- j. Maintain frequent contact with each student's parents or guardians and share pertinent information relating to home situations with appropriate school staff;
- k. Become familiar with each student's gang affiliations, street friends, and criminal history, to make appropriate placement and enforcement decisions;
- l. Hold each student accountable for attitude and behavior; work closely with the teachers to encourage and support positive behavior and to modify or eliminate negative behavior;
- m. Accompany assigned classes on field trips;
- n. Visibly support the teachers in the classroom, by interacting with the students and staying aware of classroom activity;
- o. Maintain an activity log, documenting use of time and contacts with families.
- p. If the assigned Probation Aide is unable to perform his/her duties for an extended period of time, the MCPD shall make a reasonable effort to provide an interim replacement so that MCPD presence in the classroom/program is continued.

Salinas Union High School District agrees:

1. MCPD shall invoice and SUHSD shall remit an amount equal to \$538,356 per year **(Exhibit A)**.
2. To provide available work space, telephone, computer and necessary equipment to the Deputy Probation Officers and Probation Aide assigned to the specified schools.
3. The eight Deputy Probation Officers and Probation Aide are employees of the Monterey County Probation Department that retains supervision responsibility.

### **INDEMNIFICATION AND INSURANCE**

**Mutual Indemnification.** Except as otherwise required by applicable law, MCPD and SUHSD 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 SUHSD 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 AGREEMENT 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 SUHSD, 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.

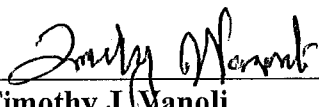
No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

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

**COUNTY OF MONTEREY and  
MONTEREY COUNTY PROBATION  
DEPARTMENT**

**SALINAS UNION HIGH SCHOOL  
DISTRICT  
SUPERINTENDENT of SCHOOLS**

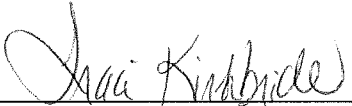
\_\_\_\_\_  
**Mike Derr**  
Contracts/Purchasing Manager  
Monterey County

  
\_\_\_\_\_  
**Timothy J. Yanoli**  
Superintendent of Salinas Union High School  
District

Date: \_\_\_\_\_

Date: 7/10/12

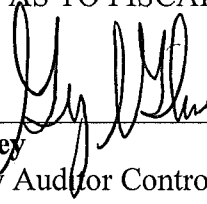
APPROVED AS TO FORM:



**Traci Kirkbride**  
Deputy County Counsel

Date 7-17-12

APPROVED AS TO FISCAL TERMS:



**Gary Giboney**  
Chief Deputy Auditor Controller

Date 7-17-12

ENTERED  
JUL 20 2012  
CCC

<b>EXHIBIT A</b>			
<b>Monterey County Probation Department</b>			
<b>Campus Probation Officer Program</b>			
<b>One Year Budget - Fiscal Year July 1, 2012 to June 30, 2013</b>			
	<b>FY13</b>		
	<b>Annual</b>	<b>Funding From</b>	<b>Net Cost</b>
<b>Probation Officers &amp; Probation Aide</b>	<b>Costs</b>	<b>SUHSD</b>	<b>To Probation</b>
Salary (per budget system) - PO II Step 7 (1.0 FTE)	78,818		
Benefits - 45%	35,731		
	<b>114,549</b>	0	114,549
Salary (per budget system) - PO III Step 7 (1.0 FTE)	82,842		
Benefits - 49%	41,329		
	<b>124,171</b>	0	124,171
Salary (per budget system) - PO II Step 7 (1.0 FTE)	78,818		
Benefits - 45%	35,731		
	<b>114,549</b>	35,000	79,549
Salary (per budget system) - PO II Step 7 (1.0 FTE)	78,818		
Benefits - 45%	35,731		
	<b>114,549</b>	35,000	79,549
Salary (per budget system) - PO II Step 7 (1.0 FTE)	78,818		
Benefits - 45%	35,731		
	<b>114,549</b>	101,667	12,882
Salary (per budget system) - PO II Step 7 (1.0 FTE)	78,818		
Benefits - 45%	35,731		
	<b>114,549</b>	101,667	12,882
Salary (per budget system) - PO II Step 7 (1.0 FTE)	78,818		
Benefits - 45%	35,731		
	<b>114,549</b>	101,666	12,883
Salary (per budget system) - PO II Step 7 (1.0 FTE)	78,818		
Benefits - 45%	35,731		
	<b>114,549</b>	101,666	12,883
Salary (per budget system) - Probation Aide - (1.0 FTE)	44,906		
Benefits - 61%	27,471		
	<b>72,377</b>	61,691	10,686
<b>8.0 FTE Probation Officers and 1.0 FTE Probation Aide for Grand Total:</b>	<b>998,390</b>	<b>538,356</b>	<b>460,033</b>
All figures compiled as of 06 22 12 DDS			
From FY13 Budget download with allocated benefits			