

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MONTEREY COUNTY PROBATION DEPARTMENT AND
THE MONTEREY COUNTY OFFICE OF EDUCATION
Salinas/Warner Davis 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 Division, established a Community School to 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 Community School 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; 601 Welfare and Institutions (W&I) Code “minors habitually disobedient or truant” 654 W&I, 725 W&I, and wards are in attendance of this program.

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 Salinas/Warner Davis Community Schools Program.

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

1. Maintain the caseload of probationers in attendance at the community schools;
2. Conduct an on-site visit at the Warner Davis Community School two times per week
3. 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;
4. Work with the appropriate staff members of the community schools and the school district offices regarding the status of expelled students;

5. Monitor completion of school district readmission requirements and attend readmission hearings when possible.
 6. The DPO will have a **visible** presence and assist in the supervision of the Probation Aids and students during school hours.
 7. Attend MCOE Site and Department staff meetings.
- b. Assign two Probation Aides (PA) to the Salinas/Warner Davis Community School, as agreed upon by MCOE and MCPD.

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

1. Report to his/her assigned community school on those days in which school is in session and remain in the classroom during the instructional day;
2. Work closely with the community school's staff members to provide probation services to the students;
3. Recruit and attempt to maintain sufficient student attendance to keep the classroom full;
4. Review attendance records and report absences to the DPO;
5. Determine the whereabouts of missing students on a daily basis and firmly enforce attendance requirements;
6. Maintain an independent attendance roster.
7. Determine, in consultation with the DPO, if invalid absences or tardiness will result in detention and/or probation violation;
8. Interview prospective students and confer with community school teachers regarding placement;
9. Review contract terms and school rules with each student at time of acceptance into the program;
10. Maintain frequent contact with each student's parents or guardians and share pertinent information relating to home situations with appropriate school staff;
11. Become familiar with each student's gang affiliations, street friends, and criminal history, to make appropriate placement and enforcement decisions;

12. 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;
 13. Accompany community school classes on field trips; and other educational activities as needed.
 14. Will have a **visible** presence and support the teachers in the classroom, by interacting/participating with the students (at the teacher's discretion) and staying aware of classroom activity;
 15. Maintain an activity log, documenting use of time and contacts with families.
 16. If the site Probation Aide/officer is unable to perform his/her duties for an extended period of time (such as sick leave, training or vacation), the MCPD shall make any reasonable effort to provide an interim replacement so that MCPD support in the classroom/program is continued.
 17. Attend MCOE Site and Department staff meetings.
- c. Provide the necessary safety equipment and training to the DPO and the PA's.
 - d. Be responsible for the supervision of the DPO and the PA's.
 - e. Process and forward claims for eligible Title IV-E reimbursement towards the aides' and officer's salary and benefits.
 - f. Submit quarterly invoices, detailing staff costs, to MCOE for reimbursement.
 - g. Communicates/Collaborates with MCOE prior to student movement to ensure best possible placement or adequate transition.

II. MCOE shall:

- a. Provide a workspace, telephone, and locking file cabinet for each PA;
- 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, vehicle usage, and necessary services and supplies (Exhibit A), less Title IV-E reimbursement. Each year MCPD will develop and submit to MCOE a projected budget identifying such expenses.

B. GENERAL PROVISIONS

I. COMMUNICATION

- a. 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.
- b. MCPD has the authority to arm the DPO, if it deems it necessary, to ensure officer safety in the performance of his/her duties.
- c. 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 to adequately fund the level of service/support.

C. MUTUAL IMDEMINIFICATION.

- a. 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.
- b. 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.
- c. 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.
- d. In the event MCOE requires the Probation Officer or Probation Aide to transport juveniles, MCOE will provide a MCOE vehicle. MCPD and MCOE are in agreement that the Probation Officer and Probation Aide will be included under the MCOE Auto Liability insurance.

- e. 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.
- f. 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

- a. The initial term of this MOU shall commence on July 1, 2012 through June 30, 2013
- b. 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

Mike Derr
Contracts/Purchasing Officer

Nancy Kotowski

Dr. Nancy Kotowski
Monterey County Superintendent of
Schools

Date: _____

Date: 9/11/12

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Manuel Real
Chief Probation Officer

Traci Kirkbride

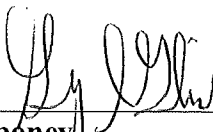
Traci Kirkbride
Deputy County Counsel

Date _____

Date 9/17/12

APPROVED AS TO FISCAL TERMS:

APPROVED AS TO INSURANCE PROVISIONS:




Gary Giboney
Chief Deputy Auditor Controller

Date 9/21/12

RISK MANAGEMENT
COUNTY OF MONTEREY

2012-2013

~~APPROVED~~ AS TO INDEMNITY/
~~RISK~~ LANGUAGE

By: 
Date: 9-21-12

Reviewed by Alternative Education Director: _____
Gary Vincent Date

Exhibit A		
County of Monterey - Probation Department		
Monterey County Office of Education		
Salinas Community Schools FY2012-2013	Actual Program Budget	MCOE to reimburse Probation Department
Salary & Benefits:	FY12-13	FY12-13
Probation Officer II (1.0 FTE)		
Salary	81,974	60,444
Benefits	41,133	24,056
	123,107	84,500
Probation Aide (1.0 FTE)		
Salary	44,906	37,476
Benefits	21,277	15,812
	66,183	53,288
Total Salary and Benefits:	189,290	137,788
Services & Supplies & Vehicle Costs:		
Data Processing Services (\$169 per workstation per mo) includes items 1-5 X2	4,056	3,720
2 total workstations PA share/PO own computer		
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 X2	480	480
Phone Equipment Rental Charge @\$49 mo X2	1,176	1,176
Cell phone @\$40 mo. (Qty 1)	480	480
Laboratory Services & Drug Testing Supplies	500	500
Office Supplies \$21 mo X2	504	504
Vehicle Lease and Maintenance @\$300 per mo.	3,600	3,600
Fuel \$85 mo.	1,020	1,020
Total Services, Supplies and Vehicle Costs:	11,816	11,480
Sub Total:	201,106	149,268
Administrative/Operational Costs (10%)	11,647	11,647
Grand Total	212,753	160,915
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		