



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M Phillips, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-15321

- a. Approve the Memorandum of Understanding (MOU) between the Monterey County Probation Department and the Salinas Union High School District, reimbursing the Probation Department up to \$766,946 for fiscal year 2021-2022 and up to \$789,955 for fiscal year 2022-2023, for an aggregate total of \$1,556,901, for collaborative campus-based services provided by the Probation Department;
- b. Authorize the Chief Probation Officer to execute the MOU, including the mutual indemnification provisions; and
- c. Authorize the Chief Probation Officer to sign up to three (3) future amendments to this MOU where each amendment does not exceed ten percent (\$76,694) of the initial fiscal year contract amount and does not significantly change the scope of work.

PASSED AND ADOPTED on this 15th day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 15, 2021.

Dated: June 17, 2021
File ID: A 21-272
Agenda Item No.: 49

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

A handwritten signature in blue ink, which appears to read "Julian Lorenzana", is written over a horizontal line. Below the signature, the name "Julian Lorenzana, Deputy" is printed in a standard black font.

Julian Lorenzana, Deputy

**MEMORANDUM OF UNDERSTANDING
COUNTY OF MONTEREY AND
SALINAS UNION HIGH SCHOOL DISTRICT
CAMPUS PROBATION OFFICER PROGRAM**

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:

Roles and Responsibilities under this MOU are valid from of July 1, 2021 through June 30, 2023, and are set forth as follows:

PRINCIPLES OF MEMORANDUM OF UNDERSTANDING

GENERAL AREAS OF RESPONSIBILITIES

Monterey County Probation Department agrees:

Beginning July 1, 2021 through June 30, 2023, MCPD shall assign up to nine (9) Deputy Probation Officers and one (1) Probation Aide to SUHSD school sites within SUHSD while this AGREEMENT is in effect and in force.

COVID-19 Modifications

During COVID-19 regulations, the Probation Department will adapt its protocols to each of the three (3) scenarios (A, B, and C) outlined in SUHSD Modified Operations (**Exhibit B**) as they are implemented at the various school locations.

Under SUHSD Scenario A. *No return of students on campus – virtual learning*, MCPD will assign and be reimbursed the partial cost of a reduced level of staffing, specifically four (4) Deputy Probation Officers to support schools selected at SUHSD’s discretion.

Upon SUHSD’s activation of Scenario B. *Partial return of students on campus* and C. *Full return of students on campus*, MCPD will assign and be reimbursed for the partial cost of full staffing, specifically nine (9) Deputy Probation Officers and one (1) Probation Aide.

Upon changing from Scenario A (reduced staffing) to Scenario B or C (full staffing), charges will be increased to the Full Budget amount (Exhibit A) on a pro-rata monthly basis.

SUSHD shall be proactive in notifying MCPD in writing of the change in scenario as soon as known to allow for the timely implementation of new protocol and the deployment of MCPD's staff.

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 utilize 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 to assist faculty to monitor and ensure school attendance of probationers and other students attending the specified school;
- e. To offer 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. To the extent possible assist in overall campus supervision and security and participate in regular campus safety meetings;
- j. The Deputy Probation Officers will be responsible for filing petitions, preparing court reports, attending mandated trainings, appearing for 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. 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. Maintain an independent attendance roster and determine the whereabouts of missing students on a daily basis and firmly enforce attendance requirements;
- f. Review contract terms and school rules with each student at time of acceptance into the program;
- g. Become familiar, where possible, with each student's gang affiliations, street friends, and criminal history, to make suggestions as to appropriate to classroom seating placements;
- h. 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;
- i. Accompany assigned classes on field trips;
- j. Visibly support the teachers in the classroom, by interacting with the students and staying aware of classroom activity;
- k. To the extent possible assist in overall campus supervision and security and participate in regular campus safety meetings;
- l. 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. SUHSD shall remit an amount up of **\$766,946** for fiscal year 2021-2022 and an amount up to **\$789,955** for fiscal year 2022-2023 (**Exhibit A**), based on services rendered under the COVID-19 modified scenarios; and for a minimum of **\$337,457** for fiscal year 2021-2022 and for a minimum of **\$347,581** for fiscal year 2022-2023 (**Exhibit A-1**) for the partial cost of 4 (four) Deputy Probation Officers under Scenario A.

2. To provide a secured workspace, telephone, computer and necessary equipment to the Deputy Probation Officers and Probation Aide assigned to the specified schools.
3. The nine (9) Deputy Probation Officers and Probation Aide are employees of the Monterey County Probation Department which retains supervision responsibility.

FISCAL

MCPD will invoice **SUHSD** quarterly for payment of actual services rendered, and will submit a statement of expenses to:

Salinas Union High School District
431 W Alisal Street
Salinas, CA 93901

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, 2021 through June 30, 2023** 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 UNION HIGH SCHOOL DISTRICT** do hereby approve this document.

COUNTY OF MONTEREY

SALINAS UNION HIGH SCHOOL DISTRICT

DocuSigned by:
Jodd Keating
54A4CC3FF2984CB...
Signature of Chief Probation Officer
Dated: 6/18/2021 | 10:16 AM PDT

DocuSigned by:
Dan Burns
490504911FF14F1...
By: Signature of Superintendent, SUHSD
Dan Burns Superintendent

Approved as to Fiscal Provisions:
DocuSigned by:
Gary Giboney
D3834BFEC1D8449...
Deputy Auditor/Controller

Printed Name and Title
Dated: 5/27/2021 | 5:17 PM PDT

Dated: 6/1/2021 | 6:38 PM PDT

DocuSigned by:
Ana Aguillon
A115EB4063EA403...
By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Ana Aguillon Ms.

Approved as to Liability Provisions:

Printed Name and Title
Dated: 6/1/2021 | 4:56 PM PDT

Risk Management
Dated:

Approved as to Form:
DocuSigned by:
Anne Brereton
44E083B3FBEA412...
Anne K. Brereton
Deputy County Counsel
Dated: 6/1/2021 | 5:04 PM PDT

EXHIBIT A						
Monterey County Probation Department Salinas Union High School District Campus Deputy Probation Officer Program Two Year Budget						5/6/2021
FY2021-22: July 1, 2021 to June 30, 2022						
FY2022-23: July 1, 2022 to June 30, 2023						
	FY2021-22 Annual Costs	FY2021-22 Funding From SUHSD	FY2021-22 Net Cost To Probation	FY2022-23 Annual Costs	FY2022-23 Funding From SUHSD	FY2022-23 Net Cost To Probation
Deputy Probation Officers & Probation Aide						
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	104,646			104,646		
Benefits	84,076			86,598		
	188,722			191,244		
Salary (per budget system) - DPO III Step 7 (1.0 FTE)	109,598			109,598		
Benefits	86,842			92,131		
	196,440			201,729		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	104,646			104,646		
Benefits	84,076			86,598		
	188,722			191,244		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	104,646			104,646		
Benefits	84,076			86,598		
	188,722			191,244		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	104,646			104,646		
Benefits	84,076			86,598		
	188,722			191,244		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	104,646			104,646		
Benefits	84,076			86,598		
	188,722			191,244		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	104,646			104,646		
Benefits	84,076			86,598		
	188,722			191,244		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	104,646			104,646		
Benefits	84,076			86,598		
	188,722			191,244		
Salary (per budget system) - Probation Aide - (1.0 FTE)	55,472			55,472		
Benefits	44,235			45,562		
	99,707			101,034		
Allocated County benefits (Workers Comp, OPEB, UI and Insurance Unit) @\$611/mo per FTE FY2021-22 and \$672/mo per FTE FY2022-23	73,320			80,640		
Salary & Benefits Total:	1,879,243	766,946	1,112,297	1,913,355	789,955	1,123,400
Cell Phone Monthly Service @\$30/mo per FTE (Probation Officers only = 9.00 FTE)	3,240			3,240		
ITD Data Processing Communication Services (E-mail, Desktop, Telecom, ERP Mnce and Upgr, Net work and ITD Support) @\$737 annually per FTE	7,370			7,370		
Vehicle Cost Pool @\$3,094 per month for program FTEs	37,128			37,128		
Office Supplies @\$250 per yr per FTE	2,500			2,500		
Training - Mandatory for Deputy Probation Officers @\$500 per yr per FTE	4,500			4,500		
Services & Supplies Total:	54,738	0	54,738	54,738	0	54,738
9.0 FTE Deputy Probation Officers and 1.0 FTE Probation Aide for Grand Total:	1,933,981	766,946	1,167,035	1,968,093	789,955	1,178,138
Salary & Ben amounts compiled from SBFS FY2020-21 Budget download						
Grand Total Includes allocated benefits and supplies/services						

EXHIBIT A-1						
Monterey County Probation Department Salinas Union High School District Campus Deputy Probation Officer Program Two Year Budget						5/6/2021
FY2021-22: July 1, 2021 to June 30, 2022						
FY2022-23: July 1, 2022 to June 30, 2023						
	FY2021-22 Annual Costs	FY2021-22 Funding From SUHSD	FY2021-22 Net Cost To Probation	FY2022-23 Annual Costs	FY2022-23 Funding From SUHSD	FY2022-23 Net Cost To Probation
Deputy Probation Officers & Probation Aide						
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	104,646			104,646		
Benefits	84,076			86,598		
	188,722			191,244		
Salary (per budget system) - DPO III Step 7 (1.0 FTE)	109,598			109,598		
Benefits	86,842			92,131		
	196,440			201,729		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	104,646			104,646		
Benefits	84,076			86,598		
	188,722			191,244		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	104,646			104,646		
Benefits	84,076			86,598		
	188,722			191,244		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)				0		
Benefits				0		
	0			0		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)				0		
Benefits				0		
	0			0		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)				0		
Benefits				0		
	0			0		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)				0		
Benefits				0		
	0			0		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)				0		
Benefits				0		
	0			0		
Salary (per budget system) - Probation Aide - (1.0 FTE)				0		
Benefits				0		
	0			0		
Allocated County benefits (Workers Comp, OPEB, UI and Insurance Unit) @\$611/mo per FTE FY2021-22 and \$672/mo per FTE FY2022-23	29,328			32,256		
Salary & Benefits Total:	791,934	337,457	454,477	807,717	347,581	460,136
Cell Phone Monthly Service @\$30/mo per FTE (Probation Officers only =4.00 FTE)	1,440			1,440		
ITD Data Processing Communication Services (E-mail, Desktop, Telecom, ERP Mnce and Upgr, Net work and ITD Support) @\$737 annually per FTE	2,948			2,948		
Vehicle Cost Pool @\$3,094 per month for program FTEs	37,128			37,128		
Office Supplies @\$250 per yr per FTE	1,000			1,000		
Training - Mandatory for Deputy Probation Officers @\$500 per yr per FTE	2,000			2,000		
Services & Supplies Total:	44,516	0	44,516	44,516	0	44,516
4.0 FTE Deputy Probation Officers for Grand Total:	836,450	337,457	498,993	852,233	347,581	504,652
Salary & Ben amounts compiled from SBFS FY2020-21 Budget download Grand Total Includes allocated benefits and supplies/services						

EXHIBIT B

SALINAS UNION HIGH SCHOOL DISTRICT PROPOSED MODIFIED OPERATION SCENARIOS DUE TO COVID-19

A. No return of students on campus – virtual learning

Specifically focusing on the following areas:

- Assist Attendance Technician by conducting truancy checks for school sites as requested.
- Assist Registrar and Attendance Technician by conducting home address verifications for school sites as requested.
- Assist school administration by conducting wellness checks for students who pose a risk to their own safety, either self-reported or reported by school staff, counselor, therapist, family member or student.
- Assist school administration by conducting home visits for students experiencing connectivity and/or virtual learning participation issues to help identify the problem and give proper guidance to the student and parent(s) to be able to resolve issue.
- Assist school administration and community liaison to identify and make referrals to appropriate services for the student and family.
- Conduct and/or assist school administration with virtual and/or in person meetings with students and parent(s) as needed.
- Present to teachers/administration different informational topics as appropriate (gang trends, Probation 101, drug/alcohol, etc.).
- Participate in tier 2-3 team meetings to offer suggestions and recommendations for student intervention when appropriate.
- Participate in Wellness Center Trainings.
- Mobile to respond to any issues at the direction of the school.

B. Partial return of students on campus

Operations will be conducted pursuant to agreement.

- Same as above. Schedule is based on individual school operations.
- The following services will be provided virtually:
 - parent conferences
 - check-in support for student
 - participate in safety team meetings
 - participate in PBIS tier 2-3 meetings

C. Full return of students on campus

Operations will be conducted pursuant to agreement.

- DPO on campus before school, during lunch and afterschool. DPO also available to school as needed throughout the day and for other school related activities such as actively participate in safety team, attend PBIS tier 2/3 meetings, participate in Wellness Center trainings, assembly, assist with campus security, parent conferences, monitoring of passing periods, contacts with student body as appropriate, etc.