

ORIGINAL

#3831

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

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 Community Schools located at 710 Old Stage Road (Silver Star Youth Program at Rancho Cielo) and 855 E. Laurel Road, Building H (Silver Star Resource Center), 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 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:

- a. Assign one full-time Deputy Probation Officer (DPO) to the Silver Star Youth Program Community School at Rancho Cielo.

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

- 1. Maintain a caseload of probationers in attendance at the community school;
- 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. Work with the appropriate staff members of the community school and the school district office regarding the status of Inter-District Transferred/expelled students;

4. Monitor completion of school district readmission requirements and attend readmission hearings when possible.
 5. The DPO will have a visible presence and assist in the supervision of students during school hours.
 6. Attend MCOE Site and Department staff meetings as appropriate.
- b. Assign one Probation Aide (PA) to the Silver Star Resource Center 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 monitor classrooms periodically during the instructional day;
2. Work closely with the community school's staff members to provide probation services to the students;
3. Attempt to maintain sufficient student attendance to keep the classroom full;
4. Review attendance records and report absences/tardies to the school staff as appropriate;
5. Attempt to determine the whereabouts of missing students on a daily basis and remind them of their attendance requirements;
6. Participate with community school teachers regarding classroom placement;
7. As appropriate, review school rules with students;
8. Maintain frequent contact with each student's parents or guardians and share pertinent information relating to home situations with appropriate school staff;
9. Become familiar with each student's gang affiliations, street friends, and criminal history, to make appropriate recommendations as to classroom placement;
10. 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;
11. Accompany community school classes on field trips; and other educational activities as needed;

12. 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;
 13. Maintain an activity log, documenting use of time and contacts with families;
 14. If the site Probation Aide 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.
 15. Attend MCOE Site and Department staff meetings as needed.
- c. Provide the necessary safety equipment and training to the DPO and the PA.
 - d. Be responsible for the supervision of the DPO and the PA.
 - e. Process and forward claims for eligible Title IV-E reimbursement towards the aide's and officer's salary and benefits.
 - f. Submit quarterly invoices, detailing staff costs, to MCOE for reimbursement.
 - g. As needed communicates/collaborates with MCOE prior to student movement to ensure best possible placement or adequate transition.

II. MCOE shall:

- a. Provide secure workspaces, telephones, and locking file cabinets for the PA(s) and Probation Officer.
- 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, less Title IV-E reimbursement, 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

- 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 INDEMINIFICATION.

- 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, 2016 through June 30, 2017.
- 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**

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 9-2-16

Deputy Auditor/Controller

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Approved as to Liability Provisions:

Dawn Tovey, Dir/Controller

Printed Name and Title

Risk Management

Dated: 9-6-16

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

Exhibit A

County of Monterey - Probation Department
Monterey County Office of Education

Salinas Community Schools FY2016-2017

	Actual Program Budget FY16-17	MCOE to reimburse Probation Department FY16-17
Salary & Benefits:		
<u>Probation Officer (PO) II (1.0 FTE)</u>		
Salary	88,274	
Benefits	60,357	
	148,631	
<u>Probation Aide (PA) (1.0 FTE)</u>		
Salary	48,826	
Benefits	34,405	
	83,231	
Total Salary and Benefits:	231,862	142,384
Services & Supplies & Vehicle Costs:		
Data Processing/ERP Services (\$321 per workstation per month) includes items X 2	7,704	3,720
2 total workstations PA share/PO own computer		
1. Device Support @ \$21 month		
2. E-Mail access @ \$51 month		
3. Security for County Information @ \$18 month		
4. Network access @ \$37 month		
5. Enterprise @ \$32 month		
6. ERP Upgrade @ \$126 month		
7. ERP Systems Alloc @ \$36 month		
Phone Equipment Rental Charge @ \$40 mo. X 2	960	960
Voice Mail Charge @ \$5 month X 2	120	120
Cell phone @ \$40 mo. (Qty 1)	480	480
Laboratory Services & Drug Testing Supplies	500	500
Office Supplies \$21 month X 2	504	504
Staff Training Charge \$11 month X 2	264	0
Fuel @ \$50 month	600	600
Total Services, Supplies and Vehicle Costs:	11,132	6,884
Sub Total:	242,994	149,268
Administrative/Operational Costs (10%)	24,299	11,647
Grand Total	267,293	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 08/01/16 - AY