

**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 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 938 S. Main St. (Innovation, Technology, Arts Pathway- iTAP, MCOE SC/IS), 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) 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 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 Juvenile Field Services Probation Services Manager.
- b. Assign one Probation Aide (PA) to be housed at the Silver Star Resource Center Community School, as agreed upon by MCOE and MCPD.

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

1. Monitor classrooms periodically during the instructional day;
 2. Work closely with staff members to provide probation services to the students;
 3. Make every effort to maintain sufficient student attendance to keep classrooms full, which may include facilitating transportation of students, to school as determined by MCOE and MCPD leadership;
 4. Review attendance records and report absences/tardies to the Community School staff as appropriate;
 5. Make every effort 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. As appropriate, maintain frequent contact with each student's parents or guardians and share pertinent information relating to home situations with appropriate school staff;
 9. If available, become familiar with each student's gang affiliations, street friends, and criminal history, to make appropriate recommendations as to classroom placement;
 10. 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 as determined by MCOE and MCPD leadership;
 12. 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 PA is unable to perform his/her duties for an extended period (such as sick leave, training or vacation), the MCPD shall make every 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 PA's and DPO'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 DPO.
- b. 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.
- c. Designate the Community School staff that will be responsible for working closely with the MCPD staff to provide probation services to the students.
- d. 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

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.

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

- 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. 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.
- e. 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, 2017 through June 30, 2018.
- 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 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**

MONTEREY COUNTY

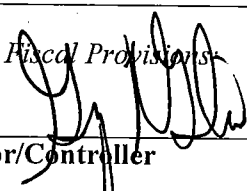
CONTRACTOR

Marcia Parsons, Chief Probation Officer

By: 

Signature of Garry Bousum,
Associate Superintendent of
Business Services

Dated: _____

Approved as to Fiscal Provisions: 

Deputy Auditor/Controller

Dated: 8-23-17

Printed Name and Title

Dated: 8-21-17

Approved as to Liability Provisions: _____

By: 

Signature of Nancy Kotowski
Monterey County Superintendent of Schools

Printed Name and Title: County Superintendent

Dated: 8/21/17

Risk Management

Dated: _____

Approved as to Form: _____



Deputy County Counsel

Dated: 8.22.17

Exhibit A

County of Monterey - Probation Department
 Monterey County Office of Education

Salinas Community Schools FY2017-2018

Salary & Benefits:Probation Officer (PO) II (1.0 FTE)

Salary

Benefits

Probation Aide (PA) (1.0 FTE)

Salary

Benefits

Total Salary and Benefits:**Services & Supplies & Vehicle Costs:**

Data Processing/ERP Services (\$321 per workstation per month)
 includes items X 2

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

Voice Mail Charge @ \$5 month X 2

Cell phone @ \$40 mo. (Qty 1)

Laboratory Services & Drug Testing Supplies

Office Supplies \$21 month X 2

Staff Training Charge \$11 month X 2

Fuel @ \$50 month

Total Services, Supplies and Vehicle Costs:

Sub Total:

Administrative/Operational Costs (10%)

Grand Total**Actual Program****Budget****FY17-18**

**MCOE to
reimburse
Probation
Department**

FY17-18

92,290

66,389

158,679

*

50,788

42,147

92,935

*

251,614

142,384*

7,440

3,720

960

960

120

120

480

480

500

500

504

504

264

0

600

600

10,868

6,884

262,482

149,268

26,248

11,647

288,730

160,915

*Salary and Benefits indicate total costs of positions.