

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

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

PURPOSE

This Memorandum of Understanding (MOU) was developed and entered into by the **COUNTY OF MONTEREY PROBATION DEPARTMENT**, hereafter known as (**Probation**), and the **SALINAS UNION HIGH SCHOOL DISTRICT**, hereafter known as (**SUHSD**). The purpose of this MOU 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 outlined below.

Roles and Responsibilities under this MOU are valid from of **July 1, 2023** through **June 30, 2024**, and are set forth as follows:

PRINCIPLES OF MEMORANDUM OF UNDERSTANDING

GENERAL AREAS OF RESPONSIBILITIES

Probation agrees to the following:

Beginning July 1, 2023 through June 30, 2024, Probation shall assign up to eleven (11) Deputy Probation Officers and one (1) Probation Aide to SUHSD school sites within SUHSD while this MOU is in effect and in full force.

1. The duties of the assigned **Deputy Probation Officers** shall be, but not necessarily limited to the following:
 - a. 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. Provide supervision of minors on formal and informal probation attending specific school campuses;

- c. 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 Probation;
 - d. Work closely with school administrators and assist faculty to monitor and ensure school attendance of probationers and other students attending the specified school;
 - e. 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. Provide supportive services to the schools in the area of delinquency prevention and diversion;
 - g. 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. Attend regular interagency meetings of the participating agencies;
 - i. To the greatest extent possible, assist in overall campus supervision and security and participate in regular campus safety meetings; and
 - j. Be responsible for filing petitions, preparing court reports, attending mandated trainings, appearing for necessary court appearances and performing duties consistent with Probation's 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; and
 - k. To the greatest 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, Probation shall make a reasonable effort to provide an interim replacement so that Probation presence in the classroom/program is continued.
3. The eleven (11) Deputy Probation Officers and one (1) Probation Aide are employees of the County of Monterey Probation Department, which retains the supervision responsibility.

Salinas Union High School District agrees to the following:

1. SUHSD shall remit an amount up of **\$1,027,585** for fiscal year 2023-2024 (**EXHIBIT A**) for the services rendered.
2. Provide a secured workspace, telephone, computer and necessary equipment to the Deputy Probation Officers and Probation Aide assigned to the specified schools.

FISCAL

Probation 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, Probation 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 Probation 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 MOU

The initial term of this MOU shall commence on **July 1, 2023 through June 30, 2024** 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 MOU upon giving at least thirty days written notice of such termination to the other party. Upon such termination, Probation 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 **COUNTY OF MONTEREY PROBATION DEPARTMENT** and the **SALINAS UNION HIGH SCHOOL DISTRICT** do hereby approve this document.

COUNTY OF MONTEREY

SALINAS UNION HIGH SCHOOL DISTRICT

Signature of Chief Probation Officer

Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7EB57875454AE
Deputy Auditor/Controller

Date: 6/14/2023

Approved as to Liability Provisions:

Risk Management

Date: _____

Approved as to Form:

DocuSigned by:
AB
U7U72531F05291F41...
Anne K. Brereton
Deputy County Counsel

Date: 6/14/2023

DocuSigned by:
By: **Dan Burns**
490504911FF14F1...

Signature of Superintendent, SUHSD

Dan Burns, Superintendent
Printed Name and Title

Date: 6/14/2023

DocuSigned by:
By: **Ana Aguillon**
A115FB4003EA403...

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

Ana Aguillon, Manager of Business Services/C.B.O.
Printed Name and Title

Date: 6/14/2023

EXHIBIT A

Monterey County Probation Department			4/18/2023
Salinas Union High School District (SUHSD) Campus Deputy Probation Officer Program			
FY2023-24: July 1, 2023 to June 30, 2024			
	FY2023-24 Annual Costs	FY2023-24 Funding From SUHSD	FY2023-24 Net Cost To Probation
Deputy Probation Officers & Probation Aide			
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	114,276		
Benefits	88,710		
	202,986		
Salary (per budget system) - DPO III Step 7 (1.0 FTE)	119,312		
Benefits	91,764		
	211,076		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	114,276		
Benefits	88,710		
	202,986		
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Benefits	88,710		
	202,986		
Salary (per budget system) - DPO II Step 7 (1.0 FTE)	114,276		
Benefits	88,710		
	202,986		
Salary (per budget system) - Probation Aide - (1.0 FTE)	59,480		
Benefits	48,426		
	107,906		
Allocated County benefits (Workers Comp, OPEB, UI and Insurance Unit) @ \$595/mo per FTE FY2023-24	85,680		
Salary & Benefits Total:	2,434,522	1,027,585	1,406,937
Cell Phone Monthly Service @\$30/mo per FTE (Probation Officers only = 11.00 FTE)	3,960		
ITD Data Processing Communication Services (E-mail, Desktop, Telecom, ERP Mnce and Upgr, Net work and ITD Support) @\$695 annually per FTE	8,340		
Vehicle Cost Pool @\$3,127per month for program FTEs	37,524		
Office Supplies @\$250 per yr per FTE	3,000		
Training - Mandatory for Deputy Probation Officers @\$500 per yr per FTE	5,500		
Services & Supplies Total:	58,324	0	58,324
11.0 FTE Deputy Probation Officers and 1.0 FTE Probation Aide for Grand Total:	2,492,846	1,027,585	1,465,261
Salary & Ben amounts compiled from SBFS FY2023-24 Budget download			
Grand Total Includes allocated benefits and supplies/services			