



Contract Number

SAP Number

Probation Department

Department Contract Representative	<u>Kathleen Huaman</u>
Telephone Number	<u>909-387-7425</u>
Contractor	<u>Upland Unified School District</u>
Contractor Representative	<u></u>
Telephone Number	<u>909-985-1864</u>
Contract Term	<u>July 1, 2022 – June 30, 2023</u>
Original Contract Amount	<u>\$64,344</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$64,344</u>
Cost Center	<u>4820001000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County ("County") for and in consideration of the payments made to the County by the Upland Unified School District ("District"), as hereinafter set forth, does hereby agree to provide full-time Probation Officers in the mutually agreed upon school(s) operated by the District. Probation Officer services will include the tasks outlined in the job description set forth by the County for the position of Probation Officer including, but not limited to, those described in the following Section I. The Probation Officers will be chosen by the County as agreed upon by the District.

WHEREAS, the District is entering into this Contract for such services.

I. Probation Officer Service Elements

The County will provide Probation Officers pursuant to this Contract with the District. The Probation Officers shall be armed on and off school district property in the performance of his/her duties and is empowered through their position with the County to make decisions with regard to providing the full range of services for students violating the law or not complying with school regulations. Some of these services are described below. The parties believe that a Probation Officer with peace officer status encourages students and parents to cooperate.

1. Probation Officer Activities

The Probation Officer is aware of resources in the school community. These include, but are not limited to, counseling agencies, providers of parenting programs, anger management, gang intervention, drugs and alcohol rehabilitation programs etc. The Probation Officer will be utilized as a resource guide to work with students and their families regarding problems that reach beyond the school setting and which are affecting the students' academic progress. The Probation Officer:

- A.** Will provide assistance by locating resources for at risk youth who cannot be arrested or detained at the age of 11 or younger.
- B.** Will provide in-service training for school personnel. Specific training may be offered to school security, school police, teachers, counselors and administrators, which is targeted to their needs and the types of cases the Probation Officer contacts within the school.
- C.** Will receive referrals from teachers and administrators using the Targeted Youth Guidelines, defined below, on students who have demonstrated violent and negative behavior and for whom traditional disciplinary measures have not been effective.
- D.** Will obtain resources/make referrals for youth exhibiting incorrigible behavior and problems to appropriate agencies.
- E.** Will work as a team with the local school police or security, with youth who commit crimes on or around school campuses.
- F.** Will take a lead role in ensuring open communication between the probation and school systems. At the initial interview with referred students, the Probation Officer will obtain a signed release of information from students and students placed on informal or formal probation. The Probation Officer will review grades, attendance, juvenile citations (including traffic), community service assignments and completion of terms and conditions of probation. The Probation Officer will assist by notifying school officials (or the appropriate juvenile court) when the terms and condition are not met.
- G.** May carry a small caseload of students on probation at their specific school site.
- H.** May conduct home visits as necessary and in support of Student Attendance Review Board (SARB) and/or Independent Educational Plan activities and will attend SARB meetings on a regular basis.
- I.** Will perform the necessary pre-field case assessments, briefings and safety checks with applicable school personnel.
- J.** May perform any other duties as stated in the Penal Code and Welfare and Institutions Code, as appropriate.
- K.** Will support school personnel by providing "presence" before and after school, as well as during lunch periods.
- L.** Will work closely with school administration and school counselors to assist with proactive youth management by providing information to families as part of a disciplinary process.
- M.** Will participate in administrative meetings prior to the start of the year and attend in-service days throughout the year.

- N. May wear casual office wear (including denim jeans without rips, holes or distressed look) when participating in student field trips, coaching or similar activities with the approval of their Supervising Probation Officer.
- O. May provide transportation for suspended students who are on probation supervision when no parent/guardian is available

2. Disallowed Activities for School Probation Officers

- A. Providing security at school functions. This includes, but is not limited to, dances, sporting events, or field trips.
- B. Writing criminal citations against youth or parents/guardians for criminal activity or SARB violations.
- C. Assuming lead as contact with combative, multi-student disruptions, or other disruptive activities, but may provide assistance to protect the public and /or prevent injury to school personnel or students when assistance is needed.
- D. Taking possession of any property or evidence that may be involved in a new law violation.
- E. Providing transportation for suspended students with physical injuries when no parent/guardian is available.
- F. Responding to adjoining areas of the campus where students may congregate before or after school.
- G. Mobilizing a Probation team to respond to school disruptions, increase presence of Probation on campus or to respond to campus unrest. Requests for additional “presence” or assistance from Probation, in conjunction with law enforcement, must be submitted to the Supervising Probation Officer.
- H. Dressing in non-duty dress during regularly scheduled day to day school activities. Officer dress will be in accordance with Department and County policy at all times.

3. Targeted Youth Guidelines

These problematic behaviors may include, but are not limited to:

- A. School behavior or performance problems. These problems consist of three individual identifiers which are:
 - i. Behavior problems including recent suspensions.
 - ii. Poor grades, as indicated by failing one or more classes.
 - iii. Chronic absenteeism, truancy or a pattern of “skipping” school for certain classes or at certain times of the day.
- B. Family Problems defined as:
 - i. Poor parental supervision and control; parents do not know where the minor goes, what he or she does, or with whom, and have little or no influence in such matters.
 - ii. Significant family problems; illness, substance abuse, recent trauma, major financial problems, marital or family discord or other significant stresses.
 - iii. Criminal family members exerting a negative influence on the minor.
 - iv. Documented child abuse or neglect, dependent child status or recent petitions filed on the minor’s behalf.
- C. Substance abuse includes the use of alcohol or drugs by minors.

- D.** Delinquent Behavior as indicated by:
 - i.** A pattern of stealing.
 - ii.** Weapon possession or use.
 - iii.** A runaway pattern.
 - iv.** Fights and assaults.
 - v.** Gang member or associate.
 - vi.** School Attendance Review Board cases.

4. Evaluation

The County and District will mutually provide general and specific information necessary to assist in the evaluation of the Probation Officers' services.

5. Schedules

An operating work schedule will be developed by the County and approved by the school site principal or identified administrator. The schedule will reflect regular reporting dates and times to the serviced sites and what services will be provided by the Probation Officers when the Probation Officers and school sites schedules may differ.

II. Mutual Terms

- 1.** The District agrees, in consideration for services rendered by two (2) full-time Probation Officers under this Contract, to pay to the County:

The cost of salary, benefits and other supported costs for two (2) full-time Probation Officers assigned to the District, for a total amount not to exceed \$64,344 (\$32,172 per officer), for the term of this Contract.

- 2.** The County shall submit information concerning costs and a billing quarterly for reimbursement to the District. District shall pay County within thirty (30) days.
- 3.** District agrees that the Probation Officers assigned to the school sites shall remain County employees and shall be supervised by County.
- 4.** District agrees to provide reliable office space, equipment (desk, computer, copy machine, phone, Internet access, etc.), and suitable storage lockers for public safety equipment to allow the Probation Officers to sufficiently function within the District.
- 5.** District and County agree that the Probation Officer Service Elements, as outlined in Section I, will provide an operating guide for services rendered pursuant to this Contract. By mutual written agreement and Board of Supervisor's approval, the elements in Section I may be modified, supplemented or eliminated.
- 6.** All personnel concerns relating to a Probation Officer shall be immediately dealt with by contacting the Supervising Probation Officer. Contact by school personnel with the Probation Officer to discuss personnel issues is not authorized.
- 7.** Discussion of all other topics related to the Probation Officer and/or his/her duties shall occur at quarterly meetings with the school personnel in charge (Principal, Child Welfare Attendant or as applicable per District etc.) and the designated Probation Department Director(s) as set by the Probation Department. This does not preclude school district contact with the Supervising Probation Officer as needed in between these quarterly meetings.

III. General

- 1. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Representation of the County

In the performance of this Contract, the District, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

3. District Primary Contact

The District will designate an individual to serve as the primary point of contact. District or designee must respond to County inquires within two (2) business days. District shall not change the primary contact without written notification and acceptance of the County. District will also designate a back-up point of contact in the event the primary contact is not available.

4. Change of Address

District shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

5. Contract Assignability

Without the prior written consent of the County, this Contract is not assignable by the District either in whole or in part.

6. Contract Amendments

District agrees that any alterations, variations, modifications, or waivers of the provisions of this Contract shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of District and the County.

7. Termination for Convenience

The County for its convenience may terminate this Contract in whole or in part upon fifteen (15) calendar day's written notice. Any such termination date shall coincide with the end of the calendar month. Such adjustment shall provide for payment to the District for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, the District shall promptly discontinue services unless the notice directs otherwise. District shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section IV, Paragraph 1.

9. Venue

The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

10. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the District shall notify the County within one (1) working day, in writing and by telephone.

11. Conflict of Interest

District shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the District or officer or employee of the District.

12. Improper Consideration

District shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

District shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from District. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

13. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or District's relationship with County may be made or used without prior written approval of the County.

14. Damage to County Property, Facilities, Buildings or Grounds

The District shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of District or employees or agents of the District. Such repairs shall be made immediately after District becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the District fails to make timely repairs, the County may make any necessary repairs. The District, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the District from the County.

15. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

IV. Indemnification

1. District agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless County, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the District in the performance of this Contract. It is understood that employees and any subcontractor of District in its performance under this Contract are not agents or employees of County.

2. County agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the District, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by County in the performance of this Contract. It is understood that employees and any subcontractor of County in its performance under this Contract are not agents or employees of the District.
3. In the event that the County and/or District are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Contract, the County and/or District shall indemnify the other to the extent of its comparative fault.

V. Insurance

County and District are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.

VI. Term

This Contract shall be effective on July 1, 2022 and shall terminate June 30, 2023. This Contract may be terminated at any time without cause by District or by County upon written notice given to the other at least fifteen (15) days before the date specified for such termination. Any such termination date shall coincide with the end of the calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination. After termination, neither party shall have any further obligation to the other as a result of this Contract. Notwithstanding the forgoing, if either party to this Contract fails to perform any material obligation under this Contract, then, in addition to any other remedy provided by law, the other party may terminate this Contract immediately upon written notice given to the other party.

VII. Program Funding Conditions

In the event circumstances require termination of program funding during the Contract period, County is willing to offer the services of a Probation Officer at the District's cost, prorated for the remainder of the Contract period. The average annual cost of a Probation Officer is currently \$129,974.

VIII. Notice

Any written notice provided pursuant to this Contract shall be given as follows:

District

Superintendent
Upland Unified School District
390 North Euclid Avenue
Upland, CA 91785
(909)985-1864

County

Chief Probation Officer
San Bernardino County Probation Department
175 West 5th Street, 4th Floor
San Bernardino, CA 92415-0460
(909)387-5841

IX. Electronic Signature

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

X. Conclusion

This Contract consisting of seven (8) pages is the full and complete document describing the services to be rendered by County to District, including all covenants, conditions, and benefit.

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Upland Unified School District

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Jamie Ryan, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Tracy Reece, Chief Probation Officer

Date _____