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SAN BERNARDINO COUNTY

Contract Number 23-459

SAP Number

Probation Department

Department Contract Representative	Kimberly Epps
Telephone Number	909-387-6148
Contractor	Adelanto Elementary School District
Contractor Representative	
Telephone Number	760-246-8691
Contract Term	July 1, 2023 – June 30, 2024
Original Contract Amount	$99,411
Amendment Amount	N/A
Total Contract Amount	$99,411
Cost Center	4810001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County ("County"), through the County Probation Department, for and in consideration of the payments made to the County by the Adelanto Elementary School District ("District" or "Contractor"), 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, in consideration of the mutual covenants and conditions, the parties agree as follows:

I. RIGHTS AND RESPONSIBILITIES OF THE COUNTY

A. 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.

B. 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:

B.1 Will provide in-service presentations for school personnel, but Probation Officers will not provide training services for school personnel.

B.2 Will receive referrals from teachers and administrators using the Targeted Student Guidelines, defined below in Section D, on students who have demonstrated violent and negative behavior and for whom traditional disciplinary measures have not been effective.

B.3 Will obtain resources/make referrals for youth exhibiting incorrigible behavior and problems to appropriate agencies.

B.4 Will work with the local school police, other law enforcement personnel or security staff with youth who commit crimes on school campuses, The School Probation Officer will not take a lead role.

B.5 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.

B.6 May carry a small caseload of students on probation at their specific school site.

B.7 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.

B.8 Will perform the necessary pre-field case assessments, briefings and safety checks with applicable school personnel.

B.9 Will support school personnel by providing an on campus "presence" before and after school and during lunch periods.

B.10 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.

B.11 Will participate in administrative meetings prior to the start of the year and attend in-service days throughout the year.

B.12 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.

B.13 May provide transportation for suspended students who are on probation supervision when no parent/guardian is available

C. Disallowed Activities for School Probation Officers

C.1 Providing security at school functions. This includes, but is not limited to, dances, sporting events, or field trips.

C.2 Writing criminal citations against youth or parents/guardians for criminal activity or SARB violations.

C.3 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.

C.4 Taking possession of any property or evidence that may be involved in a new law violation.

C.5 Providing transportation for suspended students with physical injuries when no parent/guardian is available.

C.6 Responding to a nearby off campus area where students congregate before, during or after school as requested by school personnel.

C.7 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.

C.8 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.

D. Targeted Student Guidelines: Under this Contract, Probation Officers will be serving at risk students who are experiencing poor academic performance, chronic absenteeism (truancy), a pattern of skipping certain classes at certain times during the school day, and those at risk of entering the Juvenile Justice system, or those who are system involved. These risk factors may include, but are not limited to:

D.1 Family problems as exemplified by poor parental supervision and control; problems that negatively impact the youth; illness, substance use or abuse, trauma, homelessness, negative peer influences, or other stressors.

D.2 Delinquent Behavior as indicated by the youths' involvement in incidents of problem behavior or minor crimes that puts them at risk of entering the Juvenile Justice system or results in their involvement in the Juvenile Justice system.

E. Evaluation

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

F. 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

A. District agrees that the Probation Officers assigned to the school sites shall remain County employees and shall be supervised by County.

B. 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.

C. 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.

D. 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.

E. The County shall submit information concerning costs and billing quarterly for reimbursement to the District. District shall pay County within thirty (30) days.

III. RIGHTS & RESPONSIBILITIES OF THE DISTRICT

A. The District agrees, in consideration for services rendered by three (3) full-time Probation Officers under this Contract, to pay to the County:

The cost of salary, benefits and other supported costs for three (3) full-time Probation Officers assigned to the District, for a total amount not to exceed $99,411 ($33,137 per officer), for the term of this Contract.

B. 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.

C. To facilitate the performance of services hereunder by County, District, its officers, agents, and employees shall give their full cooperation and assistance within the scope of the duties and responsibilities of such officers, agents, and employees.

D. District shall hold County harmless for a reduction in law enforcement services resulting from labor relations actions and District's obligations to pay County shall be reduced for services not performed for that reason.

IV. GENERAL CONTRACT REQUIREMENTS

A. 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.

B. Representation of the County
In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County

C. 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.

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

E. Choice of Law
This Contract shall be governed by and construed according to the laws of the State of California

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

G. 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.

H. 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 Indemnification and Insurance Requirements.

I. Venue
The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that 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.

J. 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.

K. Conflict of Interest
District shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. District shall make a reasonable effort to prevent employees, District, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom District's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

L. 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 the 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.

M. 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.

N. Damage to County Property

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, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the District from the County, as determined at the County's sole discretion.

O. 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.

V. INDEMNIFICATION

The District agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any claims, actions, losses, damages, and/or liability arising out of this Contract resulting from the negligent acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefor except where such indemnification is prohibited by law.

The County agrees to indemnify, defend (with counsel reasonably approved by the District) and hold harmless the District and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract resulting from the negligent acts, errors or omissions of the County, its authorized officers, employees, agents or volunteers and for any costs or expenses incurred by the District on account of any claim therefor except where such indemnification is prohibited by law.

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.

VI. INSURANCE

A. District and County are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation. District and County warrant that through their respective program 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 agreement.

Waiver of Subrogation Rights
District shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employee, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the District and District's employees or agents from waiving the right of subrogation prior to a loss or claim. The District hereby waives all rights of subrogation against the County.

B. Additional Insured
All policies except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of service hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

C. Policies Primary and Non-Contributory
All policies required herein are to be primary and non-contributory with any insurance of self-insurance programs carried or administered by the County.

VII. TERM AND TERMINATION OF CONTRACT

This Contract shall be effective on July 1, 2023 and shall terminate June 30, 2024. 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. Upon such termination, payment will be made to the County for services rendered and expenses reasonably incurred prior to the effective date of 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.

VIII. 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 $133,873.

IX. NOTICE

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

District
Superintendent
Adelanto Elementary School District
11824 Air Expressway
Adelanto, CA 92301
(760)246-8691

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

X. 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.

XI. CONCLUSION

This Contract consisting of eight (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

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 23 2023

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

Adelanto Elementary School District
(Print or type name of corporation, company, contractor, etc.)

By ► Michael Krause
(Authorized signature - sign in blue ink)

Name MICHAEL KRAUSE
(Print or type name of person signing contract)

Title SUPERINTENDENT
(Print or Type)

Dated: May 15, 2023

Address 11824 Air Expressway
Adelanto, CA 92301

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► DocuSigned by: Jamie Ryan D6C6ED4503174D6...	►	► DocuSigned by: Tracy Reece 7E119300EB0F42A...
Jamie Ryan, Supervising Deputy County Counsel		Tracy Reece, Chief Probation Officer
Date 5/16/2023	Date	Date 5/18/2023