SAN BERNARDINO COUNTY

Contract Number 20-388

SAP Number

Probation Department

Department Contract Representative	Mireya Macias
Telephone Number	909-387-5918
Contractor	Apple Valley Unified School District
Contractor Representative	
Telephone Number	760-247-8001
Contract Term	July 1, 2020 – June 30, 2021
Original Contract Amount	$62,470
Amendment Amount	N/A
Total Contract Amount	$62,470
Cost Center	4820001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County ("County") for and in consideration of the payments made to the said County by the Apple Valley Unified School District ("District"), as hereinafter set forth, does hereby agree to provide a full-time Probation Officer 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 Officer 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 a Probation Officer pursuant to a contract with the District. The Probation Officer shall be armed on and off school district property in 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 will:

A. Identify at risk youth in schools at earlier ages than is currently possible through the existing law enforcement system.

B. 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. Receive referrals from teachers and administrators using the Targeted Youth Guidelines on students who have demonstrated violent and negative behavior and for whom traditional disciplinary measures have not been effective.

D. Obtain resources/make referrals for youth exhibiting incorrigible behavior and problems to appropriate agencies.

E. Work as a team with the local school police or security, with youth who commit crimes on or around school campuses.

F. 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 at the Probation Officer's discretion.

I. May perform any other duties as stated in the Penal Code and Welfare and Institutions Code.

J. Be visible before and after school, as well as during lunch periods.

K. Attend Student Attendance Review Board (SARB) meetings on a regular basis.

L. Work closely with school administration and school counselors to assist with proactive youth management and a role in giving information to families as part of a disciplinary process.

M. Involvement with administrative meetings prior to the start of the year and attend in-service days throughout the year.

N. Make home visits in support of SARB and/or Independent Educational Plan activities.

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

D. Providing transportation for suspended students when no parent/guardian is available (Any exception to this activity must be approved and coordinated with the Probation Officer's supervisor and completed in conjunction with appropriate school administration and/or law enforcement officials).

E. Responding to adjoining areas of the campus where student may congregate before or after school.

F. Increased officer presence at any school based on actual or perceived campus unrest (Any exception to this activity must be approved and coordinated with the Probation Officer's supervisor and completed in conjunction with appropriate school administration and/or law enforcement officials).

G. Dressing down for school activities and events. Probation Officer dress will be in accordance with Department and County policy at all times. Business casual attire may be worn when appropriate and necessary.

3. Targeted Youth Guidelines

These are all the students on the assigned campuses exhibiting some of the problems listed below:

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.** Attendance problems, 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, martial 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 program.

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 Officer when the Probation Officer 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 District, for a total amount not to exceed $62,470 ($31,235 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 Officer assigned to the program shall remain a County employee 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 Probation Officer 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.

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 the Agreement, District, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

3. District Primary Contact

The District will designate an individual to serve as the primary point of contact for the Agreement. 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. Agreement Assignability

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

6. Agreement Amendments

District agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement 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 agreement 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 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, County of San Bernardino, 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, County of San Bernardino, 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 any Agreement 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 an Agreement 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, 2020 and shall terminate June 30, 2021. The contract term may be extended for an additional one-year period per Section III, Paragraph 6. 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 $129,000.

VIII. Notice

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

District
Superintendent
Apple Valley Unified School District
12555 Navajo Road
Apple Valley, CA 92308
(760)247-8001

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

IX. Conclusion

This Contract consisting of seven (7) pages and is the full and complete document describing the services to be rendered by County to District, including all covenants, conditions, and benefit.

BOARD OF SUPERVISORS

► _____

Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 09 2020

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
of the County of San Bernardino

By _____
Deputy

Apple Valley Unified School District
(Print or type name of corporation, company, contractor, etc.)

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

Name Trenae Nelson
(Print or type name of person signing contract)

Title Superintendent
(Print or Type)

Dated: April 9, 2020

Address 12555 Navajo Rd.
Apple Valley, CA 92308

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
for Jamie Ryan, Deputy County Counsel		Michelle Scray-Brown, Chief Probation Officer
Date 5/27/2020	Date	Date 5-29-20