

WORKING AGREEMENT
BETWEEN
THE CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT
AND
THE SAN BERNARDINO COUNTY PROBATION DEPARTMENT

This **WORKING AGREEMENT (“Agreement”)**, entered into on the dates indicated on the signature page (page 4) by and between the Chaffey Joint Union High School District, herein after referred to as the **DISTRICT** and the San Bernardino County Probation Department, herein after referred to as **PROBATION**, describes the agreement and lists the services and responsibilities of each agency.

RECITALS

WHEREAS, PROBATION wishes to share office and classroom space with the **DISTRICT** within the Chaffey Adult School, located at 211 West 5th Street, Ontario, California, for the purpose of providing services to the **DISTRICT** and its students and their parents, consisting of counseling and education classes provided by **PROBATION’S** Focus West program; and

WHEREAS, Focus West’s mission is to identify, intervene, and divert at-promise youth from further involvement with the criminal justice system with the objective to enhance student accountability and modify negative behavior; and

WHEREAS, the DISTRICT wishes to collaborate with **PROBATION** by providing space for **PROBATION** staff in order to facilitate these classes, at no cost to **PROBATION**;

THEREFORE, the DISTRICT and PROBATION agree to the following:

I. **RESPONSIBILITIES**

A. **PROBATION**

1. Provide the services of the one full-time Probation Officer II, who may utilize the assistance of Probation Volunteers-in-Probation (VIP’s)
2. Develop curricula and provide instruction for classes to address:
 - Anger Management
 - Character & Theft Accountability
 - Family Dynamics
 - Substance Abuse
 - Truancy
 - Weapons Diversion
 - Additional Curriculum as needed
3. Accept referrals from County of San Bernardino Juvenile Delinquency Court/ Superior Court, Chaffey Joint Union High School District, County of San Bernardino Children and Family Services, County of San Bernardino Juvenile Probation Officers, and Youth Accountability Boards (collectively, “Referring Agencies”).

4. Provide Referring Agencies with reports of enrollment, attendance, and completion of classes.
5. Provide telephone, computer, and copy machine.

B. DISTRICT

1. Provide classroom and office space with janitorial services, at no cost.
2. Provide Internet access and fax machine, at no cost.
3. Provide student and/or parent referrals.

II. TERM

This Agreement shall be effective July 1, 2021 through June 30, 2024 with the option to renew for two, one-year agreements.

III. TERMINATION

- A. The **DISTRICT** is authorized to exercise its rights with respect to any termination of this Agreement. The Superintendent, or designee, shall be the only one authorized to exercise termination rights on behalf of **DISTRICT**.
- B. **PROBATION** is authorized to exercise its rights with respect to any termination of this Agreement. The Chief Probation Officer, or designee, shall be the only one authorized to exercise termination rights on behalf of **PROBATION**.

IV. COST

- A. There shall be no cost to the County
- B. Each class shall be provided free of charge to individuals referred.

V. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of the Agreement, unless specifically allowed in the Agreement, shall be valid only when they have been reduced to writing, duly signed, and approved by the authorized representatives of both parties as an amendment to this Agreement. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No delay or failure of a party in exercising any right under this Agreement shall effect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by it having partially exercised that right or it having previously abandoned or discontinued steps to enforce that right.

It is agreed that no prior course of dealing not expressly set forth in this Agreement shall be admissible to explain, modify, or contradict this Agreement in any way.

VI. **HOLD HARMLESS**

- A. **DISTRICT** agrees, at its own expense, cost, and risk, to indemnify, defend, save, and hold harmless **PROBATION**, its agents, employees, and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys' 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 Agreement. It is understood that employees and any subcontractor of the **DISTRICT** in its performance under this Agreement are not agents or employees of **PROBATION**.
- B. **PROBATION** 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 attorneys' fees, arising out of any act or omission or the condition of any property owned or controlled by **PROBATION** in the performance of this Agreement. It is understood that employees and any subcontractor of **PROBATION** in its performance under this Agreement are not agents or employees of the **DISTRICT**.
- C. In the event that the **DISTRICT** and/or **PROBATION** are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the **DISTRICT** and/or **PROBATION** shall indemnify the other to the extent of its comparative fault.
- D. Neither party is responsible to pay for the other party's attorney's fees and costs, except for indemnity obligations.

VII. **INSURANCE**

- A. The **DISTRICT** has general liability coverage of \$1,000,000 and **PROBATION** is self-insured under the laws of the State of California.
- B. **DISTRICT** and **PROBATION** are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automotive 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 agreement. **DISTRICT** and **PROBATION** agree to waive all rights of subrogation against each other.

VIII. **GOVERNING LAW**

Governing law is the State of California, and venue is San Bernardino County.

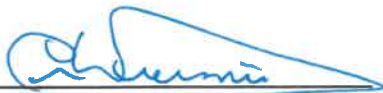
IX. **ELECTRONIC SIGNATURES**

This Agreement 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 Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

**CHAFFEY JOINT UNION
HIGH SCHOOL DISTRICT**



Richard G. Wiersma
Assistant Superintendent of Business

Date: 4/21/21

**COUNTY OF SAN BERNARDINO
PROBATION DEPARTMENT**

Curt Hagman, Chair
San Bernardino County Board of Supervisors

Date: _____