

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: DISTRICT ATTORNEY
Urgent _____ Routine _____

BOARD AGENDA # *B-10
AGENDA DATE November 20, 2001
4/5 Vote Required YES _____ NO

CEO Concurs with Recommendation YES NO _____
(Information Attached)

SUBJECT: APPROVAL OF CONTRACT BETWEEN THE STANISLAUS COUNTY OFFICE OF EDUCATION AND THE DISTRICT ATTORNEY'S OFFICE FOR A PROSECUTOR TO SERVE AS SCHOOL ATTENDANCE REVIEW BOARD MEMBER AND LIASION BETWEEN THESE OFFICES.

STAFF
RECOMMEN-
DATIONS:

APPROVE THE CONTRACT BETWEEN THE STANISLAUS COUNTY OFFICE OF EDUCATION AND THE DISTRICT ATTORNEY'S OFFICE FOR REIMBURSEMENT OF COSTS FOR A PROSECUTOR TO SERVE AS SCHOOL ATTENDANCE REVIEW BOARD MEMBER AND TO SERVE AS LIASION BETWEEN STANISLAUS COUNTY OFFICE OF EDUCATION AND DISTRICT ATTORNEY'S OFFICE. AUTHORIZE THE DISTRICT ATTORNEY TO SIGN THE CONTRACT.

FISCAL
IMPACT:

Monies paid to the District Attorney's office will offset expenditures made for a prosecutor's time spent serving as liaison and School Attendance Review Board (SARB) member, and will decrease the net county cost by approximately \$2,000.00 in FY 2001-2002.

BOARD ACTION AS FOLLOWS:

No. 2001-886

On motion of Supervisor Caruso, Seconded by Supervisor Blom
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None


Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
2) _____ Denied
3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy


File No.

APPROVAL OF CONTRACT BETWEEN THE STANISLAUS COUNTY OFFICE OF EDUCATION AND THE DISTRICT ATTORNEY'S OFFICE FOR A PROSECUTOR TO SERVE AS SCHOOL ATTENDANCE REVIEW BOARD MEMBER AND LIASION BETWEEN THESE OFFICES, page 2

DISCUSSION:

Truancy is a problem in Stanislaus County. Truancy often leads to crime, detracts from the education of our youth, and places our youth in a position to become victims. The Stanislaus County District Attorney's seeks to partner with the Stanislaus County Office of Education (SCOE) to address the truancy issue.

In 1999, the District Attorney's office began a pilot program with the Ceres Unified School District to have a prosecutor attend School Attendance Review Board (SARB) hearings. The result was quite significant. The authority of the District Attorney gave more meaning to the consequences to the parents if their child was not in school. We continue to provide a prosecutor, when available, to the Ceres Unified School District.

This contract, for the SCOE to reimburse the District Attorney's Office for the prosecutor's time spent on these matters, will allow the District Attorney to make available a prosecutor to attend the SARB hearings for the Peterson Alternative Center for Education and Allard. We anticipate the same success with county schools as we did with Ceres.

The District Attorney is proud to be a partner with the Stanislaus County Office of Education to defeat truancy one student at a time.

POLICY ISSUES:

This contract will help the District Attorney's office to insure a safe, healthy community, and will facilitate inter-jurisdiction cooperation.

STAFFING IMPACTS:

None at this time.

Stanislaus County Office of Education

801 County Center Three Court Modesto, CA 95355-4490 Tel. (209) 525-4900 (V/TDD) FAX (209) 525-4984

MARTIN G. PETERSEN, Superintendent

AGREEMENT FOR SPECIAL CONTRACT SERVICES (Independent Contractor)

This Agreement is between Stanislaus County Office of Education, hereinafter referred to as "Office," and Stanislaus County District Attorney's Office, hereinafter referred to as "Independent Contractor."

WHEREAS, Office is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Office is in need of such special services and advice; and

WHEREAS, Independent Contractor is specially trained and experienced and competent to perform the special services required by the Office, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Independent Contractor:

Act as a SARB Board Member and liaison between SCOE and the courts if need arises to prosecute any cases stemming from the SARB process.

2. Independent Contractor will provide the above service(s) as outlined in Paragraph 1 up to a total of 42 (hour) hours/days under the terms of this Agreement.

3. Office agrees to pay the Independent Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ in Dollars (\$ 2,000.00). Office shall pay Independent Contractor according to the following terms and conditions:

Will pay quarterly upon receipt of billing statement from the D.A.'s

4. Office shall not be liable to Independent Contractor for any costs or expenses paid or incurred by Independent Contractor in performing services for Office.

5. The term of this Agreement shall commence on November 1, 2001 and shall terminate on May 1, 2002.

6. This Agreement may be terminated at any time during the term by either party upon 30 (days) days written notice. (optional)

7. Independent Contractor shall contact Office's designee, Eric Merchant, at (209) 602 - 0358, with any questions regarding performance of the services outlined above. Office's designee shall determine if and when Independent Contractor has completed the services described.
8. The parties intend that an independent contractor relationship be created by this contract and Office assumes no responsibility for workers' compensation liability. Office likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.

Independent Contractor agrees to hold harmless and to indemnify Office for:

Any injury to person or property sustained by Independent Contractor or by any person, firm or corporation employed directly or indirectly by the Independent Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Independent Contractor, or any person, firm or corporation directly or indirectly employed by Independent Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and Independent Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against Office for any such claim or demand, and pay or satisfy any judgment that may be rendered against Office in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Independent Contractor to hold harmless or indemnify Office for liability or damages resulting from the negligence or willful act, or omission of Office or its officers, agents, or employees.

9. This Agreement is for the personal services of Independent Contractor, and Independent Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Independent Contractor.
10. Independent Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Independent Contractor's current employer.
11. Office shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the Office. Proprietary materials will be exempted from this clause.
12. Independent Contractor certifies that he or she is not an employee of the Office and is self-employed in the performance of the services specified. Independent Contractor agrees that he or she assumes all responsibility in relation to providing the Office with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

*****DEPARTMENT OF JUSTICE CLEARANCE REQUIREMENTS*****

- 13. Independent Contractor certifies that he or she nor any of independent contractor's employees is subject to D.O.J. clearance because they will either not come in contact or come in limited contact with pupils.
- 14. If Independent Contractor has employees who may come in contact with pupils, he or she certifies that none of his or her employees have been convicted of a felony, i.e. certain serious or violent crimes, sex or drug offenses. Attached is a list of the names of my employees who may come in contact with pupils.

AGREED:

Stanislaus County District Attorney
BUSINESS NAME

Carol Shipley
INDEPENDENT CONTRACTOR SIGNATURE¹

Assistant District Attorney

94-6000540

[Signature]
JOHN A. GONGAWARE

CONTRACT OFFICER FOR THE STANISLAUS
COUNTY OFFICE OF EDUCATION

Social Security or Federal I.D. Number
Incorporated Yes No

12/10/01
DATE
P.O. Box 442 Modesto, CA 95353-0442
ADDRESS

11-5-01
DATE

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY [Signature]
11-9-01

Account No.
<u>[Signature]</u> Department/Core Leadership Team Officer
<u>2420/400 4300 3500 2100 5800</u> Budget Program
<u>Gongaware, A. Wiley 11/5/01</u> Budget Approval

¹ Whenever organizational names are used, the authorized signature must include company title, such as president.

Send all copies to the Business Office.
Distribution will be made as follows:
White - Business Office
Yellow - Independent Contractor
Pink - Department Head/Core Leadership Team Officer
Goldenrod - Originator

Stanislaus County Office of Education

801 County Center Three Court Modesto, CA 95355-4490 Tel. (209) 525-4900 (V/TDD) FAX (209) 525-4984

MARTIN G. PETERSEN, Superintendent

INDEPENDENT CONTRACTOR POSITION DESCRIPTION

Position Title: SARB Board Member

Independent Contractor: Stanislaus County District Attorney's Office

Education Code Section 24214 specifies an earnings limitation for STRS retired members. The earnings limitation applies whether or not the member performs service as an employee of a school district, as an independent contractor, or through an independent third party.

Brief Description of Duties of Position: (use separate sheet if necessary)

The Stanislaus County Office of Education will hereby pay the District Attorney's Office \$2,000 to present a deputy district attorney at bi-monthly SARB hearings to be held at 1100 H Street in Modesto, CA. The District Attorney's Office will provide the personnel to attend two SARB hearings a month consisting of two hours a hearing. In addition, the D.A's office will act as a liaison between SCOE and the courts. What are the technical reasons this person is being hired as an Independent Contractor rather than an Employee?

As explained above.

The 20 Common-Law Factors were evaluated. This position is in compliance with the factors.


CERTIFICATION:

This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of Independent Contractor status, including IRS Revenue Ruling 87-41, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal Independent Contractor status.

Department of Justice Clearance Requirements:

All signatures below certify that the independent contractor and the contractor's employees are in compliance with fingerprinting requirements and may be hired as stipulated in this agreement.

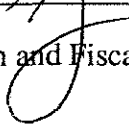
Submitted by:

Program Manager: 

Date: 11-5-01

CORE Administrator: 

Date: 11-5-01

Assistant Superintendent-Human and Fiscal Resources: 

Date: _____

(Note: This completed form must be attached to the "Agreement for Special Contract Services")