

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

DEPT: Probation ERS

BOARD AGENDA # \*B-8

Urgent  Routine

AGENDA DATE December 18, 2007

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval for the Chief Probation Officer to Enter into a Contract with Ceres Unified School District to Provide School Probation Officer Services and Increase the Budget

STAFF RECOMMENDATIONS:

1. Authorize the Chief Probation Officer to enter into a Contract with Ceres Unified School District to provide prevention and intervention services.
2. Direct the Auditor-Controller to increase the appropriations and estimated revenue in the amount of \$27,500 in the Probation Field Services Budget.

FISCAL IMPACT:

The contract allows up to \$27,500 towards the cost to provide prevention and intervention services for Ceres Unified School District for the remainder of this fiscal year. The Probation Department is requesting these funds be used on a one-time basis for vehicle and equipment needs related to school contracts. It is requested that appropriations and estimated revenue be increased by \$27,500 in the Probation Field Services budget

BOARD ACTION AS FOLLOWS:

No. 2007-1000

On motion of Supervisor Mayfield, Seconded by Supervisor Grover  
and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Chief Probation Officer to Enter into a Contract with Ceres Unified School District to Provide a School Probation Officer Services and Increase the Budget

**DISCUSSION:**

Ceres Unified School District became interested in contracting for probation services following a community presentation conducted by the Chief Probation Officer where the district learned the value of on-site probation services in reducing truancy and school disciplinary issues. An existing Deputy Probation Officer position that is currently funded will be assigned to Ceres Unified School District to address truancy and other school issues, in addition to supervising probationers who are living within Ceres Unified School District boundaries. The officer will be responsible for:

- Conducting home visits on students that are truant
- Assist with SARB notices and hearings
- Participate as a member of the Alternative Education Screening Committee
- Assist with campus security
- Provide special counseling, guidance and supervision services to both the minors and parents on SARB
- Provide Family Education Counseling services to both minors and parents and make the linkages and referrals for these families to needed community services
- Provide probation supervision services to juvenile probationers residing within Ceres Unified School District boundaries
- Participate with teaching and counseling staff to develop and implement a transition plan for students to be returned to the traditional school site

The effective dates of the proposed contract run from January 1, 2008 through June 30, 2008 for \$27,500 for the remaining six months of the fiscal year. If the contract is renewed in fiscal year 2008-09, the contract will be for \$55,000 for the entire fiscal year. With approval of this item, it is the goal of the Probation Department to provide services and activities to assist youth in their school attendance and performance, supervise juvenile probationers whom reside within the district, and to prevent criminal behaviors from occurring.

This contract is utilizing an existing funded position to perform more focused and specialized supervision. The department is requesting to use the funding from this contract this fiscal year to purchase an additional vehicle. Two previous contracts with school districts have included funding for vehicle associated operational and maintenance cost however, that funding is annualized and not adequate to purchase a vehicle. This contract provides the opportunity to purchase an additional vehicle to support the school contracts as well as meeting the needs of other programs supported by the Field Services Division for

Approval for the Chief Probation Officer to Enter into a Contract with Ceres Unified School District to Provide a School Probation Officer Services and Increase the Budget

traditional supervision officer's use. The operational and maintenance costs for this additional vehicle will be funded in the Probation Department's existing budget.

**POLICY ISSUES:**

This agreement will meet the Board's priority of Effective Partnerships by leveraging resources of the Ceres Unified School District to continue the collaboration and recognize the value that on-site intervention activities have on their students. This program also supports the Board's priority of a Safe Community by helping provide enhanced campus security, monitoring and intervention activities for the Ceres Unified School District.

**STAFFING IMPACT:**

An existing Casework Services position that is currently funded will be assigned to carry out the duties specified in this contract for services. The department is requesting that the revenue generated this fiscal year by this agreement be utilized to provide safety equipment and a vehicle.

**AUDITOR-CONTROLLER  
BUDGET JOURNAL**



Balance Type	Budget
Category	Budget - Upload
Source	
Currency	USD
Budget Name	LEGAL BUDGET
Batch Name	
Journal Name	
Journal description	Probation - Field Services
Period	Dec-07
Organization	Stanislaus Budget Org
	BO#

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	100	26110	84070	0	0	0.0	23,024.00			Car	
2	100	26110	81000	0	0	0.0	4,476.00			Equip - Car	
3	100	26110	40400			.0			27,500.00	Revenue - CUSD	
4						.0					
5						.0					
6						.0					
7						.0					
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21						.0					
22						.0					
23						.0					
24						.0					
25						.0					
Totals							27,500.00	27,500.00			

Explanation: To record revenue and appropriations for Ceres Unified School District Officer/Equipment.

<b>Requesting Department</b>		<b>CEO</b>	<b>Auditors Office Only</b>	
Signature	Signature		Prepared By	Admin Approval (\$75K+)
12/7/07	12-12-2007			12-12-07
Date	Date		Date	Date

Vicki Martin - X55455  
Contact Person & Phone Number

# Ceres Unified School District

“Committed to Excellence, Responsive to Every Student”

**SUPERINTENDENT:**  
Walt L. Hanline, Ed.D.

**CHILD WELFARE & ATTENDANCE**  
John Christiansen, Coordinator

## AGREEMENT FOR SPECIAL CONTRACT SERVICES (Independent Contractor)

This agreement is between Ceres Unified School District, hereinafter referred to as “CUSD” and Stanislaus County Probation hereinafter referred to as “Independent Contractor.”

WHEREAS, CUSD 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 required; and

WHEREAS, CUSD 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

### **See attached Probation Officer Duties**

2. Independent Contractor will provide the above service(s) as outlined in Paragraph 1 up to a total of eight hours / day under the terms of this Agreement.
3. CUSD agrees to pay Independent Contractor for services satisfactorily rendered Pursuant to this Agreement a total fee not to exceed Twenty-seven thousand, five hundred Dollars (\$27,500.). CUSD to pay Independent Contractor according to the following terms and conditions upon receipt of Invoice:

\_\_\_\_\_ Monthly  
X \_\_\_\_\_ Quarterly

\_\_\_\_\_ Lump Sum  
\_\_\_\_\_ Other

4. CUSD shall not liable to Independent Contractor for any costs or expenses paid or incurred by Independent Contractor in performing services for District.
5. The term of this Agreement shall commence on January 01, 2008 and shall terminate on July 01,2008.
6. This agreement shall terminate on the last day of service as written in Article 5 except:
  - a. CUSD may terminate at any time if Independent Contractor does not perform, or refuses to perform according to this Agreement.
  - b. In the event of early termination, Independent Contractor shall be paid for all work or services performed to the date of termination together with an amount of approved expenses due and owing.
  - c. Either party may terminate this Agreement at any time during the term of this Agreement upon thirty (30) days written notice.
7. This agreement includes the general terms and conditions as set forth on the following pages, and the Independent Contractor, by executing this Agreement, agrees to comply with all such general terms and conditions.
8. Independent Contractor shall, at all times, enforce strict discipline and good order among his/her employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Independent Contactor whom CUSD may deem incompetent or unfit shall be dismissed for the job site and shall not again be employed at site without written consent from CUSD.
9. The parties intend that an independent contractor relationship be created by this Contract and CUSD assumes no responsibility for worker' compensation liability. CUSD 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 CUSD 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 and 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 proceeding that may be instituted against CUSD for any such claim or demand, and pay or satisfy any judgment that may be rendered against CUSD in ay 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 CUSD for liability or damages resulting from the negligence or willful act, or omission of CUSD or its officers, agents or employees.

10. 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.
11. Independent Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payment hereunder are not in conflict with any federal, state, or local statutes, rules or regulation, or with any policies of Independent Contractor's current employer.
12. CUSD 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 CUSD. Proprietary materials will be exempted from this clause.
13. Independent Contractor certifies that he or she is not an employee of CUSD 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 CUSD 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

CUSD has determined that the following Provision:


- is not applicable to this Agreement pursuant to Education Code section 45125.1
- This Provision is applicable to this Agreement Pursuant to Education Code section 45125.1 because the services being provided are:
  - School and classroom janitorial
  - School site administrative
  - School site grounds and landscape maintenance
  - Public transportation
  - School site food-related.

And are not being provided in an emergency or exceptional situation and the Independent Contractor or employees of the Independent Contractor will have more than limited Contact With pupils.

14. Independent Contractor certifies that he/she has conducted a department of Justice Fingerprint check and none of his/her employees who may come in Contact with pupils Has been convicted of a serious or violent felony as defined by California law (see Education Code section 45122.1(c)(1). Attached is a list of the names of Independent Contractor's employees who may come on contact with pupils.


That the parties hereto have agreed, Promise and covenanted to perform the obligations herein set forth we have subscribed our names hereto this 12<sup>th</sup> day of December, Ceres, County of Stanislaus, State of California.

Scott Siegel, Asst. Superintendent

\_\_\_\_\_  
 CONSULTANT  
  
 CONSULTANT SIGNATURE

\_\_\_\_\_  
 CONTRACT OFFICER OF THE  
 CERES UNIFIED SCHOOL  
 DISTRICT OF STANISLAUS CO.  
 \_\_\_\_\_  
 CONTRACT OFFICER SIGNATURE

\_\_\_\_\_  
 STREET ADDRESS  
 \_\_\_\_\_  
 CITY STATE ZIP  
 \_\_\_\_\_  
 ( ) ( )  
 PHONE FAX

 12/12/07  
 Deputy Co. Counsel  
 Approval as to Form

\_\_\_\_\_  
CONSULTANT SOC. SECURITY# OR IRS # 2

1. Whenever organizational names are used, the authorized signature must include the company title, i.e. president.
2. Whenever organizational names are used, the Employer IRS Identification Number must be used instead of a Social Security Number.



# Ceres Unified School District

“Committed to Excellence, Responsive to Every Student”

**SUPERINTENDENT:**  
Walt L. Hanline, Ed.D.

**CHILD WELFARE & ATTENDANCE**  
John Christiansen, Coordinator

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WHEREAS, CUSD 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:

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### **See attached Probation Officer Duties**

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<u>X</u> _____ Quarterly	_____ Other

4. CUSD shall not liable to Independent Contractor for any costs or expenses paid or incurred by Independent Contractor in performing services for District.
5. The term of this Agreement shall commence on January 01, 2008 and shall terminate on July 01,2008
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7. This agreement includes the general terms and conditions as set forth on the following pages, and the Independent Contractor, by executing this Agreement, agrees to comply with all such general terms and conditions.
8. Independent Contractor shall, at all times, enforce strict discipline and good order among his/her employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Independent Contactor whom CUSD may deem incompetent or unfit shall be dismissed for the job site and shall not again be employed at site without written consent from CUSD.
9. The parties intend that an independent contractor relationship be created by this Contract and CUSD assumes no responsibility for worker' compensation liability. CUSD 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 CUSD 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 and 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 proceeding that may be instituted against CUSD for any such claim or demand, and pay or satisfy any judgment that may be rendered against CUSD in ay 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 CUSD for liability or damages resulting from the negligence or willful act, or omission of CUSD or its officers, agents or employees.

10. 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.
11. Independent Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payment hereunder are not in conflict with any federal, state, or local statutes, rules or regulation, or with any policies of Independent Contractor's current employer.
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DEPARTMENT OF JUSTICE CLEARANCE REQUIREMENTS

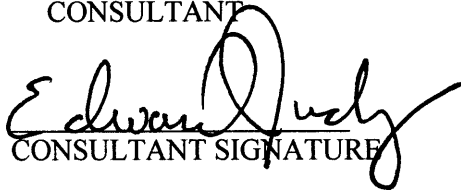
CUSD has determined that the following Provision:

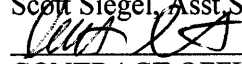
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  - School site administrative
  - School site grounds and landscape maintenance
  - Public transportation
  - School site food-related.

And are not being provided in an emergency or exceptional situation and the Independent Contractor or employees of the Independent Contractor will have more than limited Contact With pupils.

14. Independent Contractor certifies that he/she has conducted a department of Justice Fingerprint check and none of his/her employees who may come in Contact with pupils Has been convicted of a serious or violent felony as defined by California law (see Education Code section 45122.1(c)(1)). Attached is a list of the names of Independent Contractor's employees who may come on contact with pupils.

That the parties hereto have agreed, Promise and covenanted to perform the obligations herein set forth we have subscribed our names hereto this 12<sup>th</sup> day of December at, Ceres, County of Stanislaus, State of California.

\_\_\_\_\_  
 CONSULTANT  
  
 CONSULTANT SIGNATURE

Scott Siegel, Asst Superintendent  
  
 CONTRACT OFFICER OF THE  
 CERES UNIFIED SCHOOL  
 DISTRICT OF STANISLAUS CO.

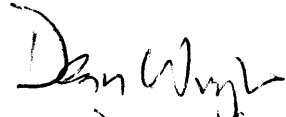
\_\_\_\_\_  
CONTRACT OFFICER SIGNATURE

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

( ) ( )  
PHONE FAX

\_\_\_\_\_  
CONSULTANT SOC. SECURITY# OR IRS # 2

  
 Dep. C. Lessor 12/24/07

1. Whenever organizational names are used, the authorized signature must include the company title, i.e. president.  
 2. Whenever organizational names are used, the Employer IRS Identification Number must be used instead of a Social Security Number.

# Ceres Unified School District

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**SUPERINTENDENT:**  
Walt L. Hanline, Ed.D.

**CHILD WELFARE & ATTENDANCE**  
John Christiansen, Coordinator

## 2007 – 2008 PROBATION OFFICER DUTIES

### Overall Responsibilities

1. Truancy and SARB
  - a. Conduct home visits on students who are truant or identified as high risk
  - b. Deliver truancy and SARB notices to students' homes
  - c. Assist in setting up SARB hearing dates
  - d. Assist in the promotion of a positive attendance atmosphere at sites
2. Assist with campus security at all sites
  - a. Be an active member on campuses to assist with security issues and general discipline of all students
  - b. Meet with parents and students when needed
  - c. Interact with students before school, during breaks, lunch and after school
  - d. Be available to assist with after school and evening school events
  - e. Communicate and share information among the junior high schools and high schools
3. Active member of SART team
4. Active member of District Prevention/Intervention Options Committee
  - a. Participate in district Gang prevention meetings/activities
5. Conduct student/parent information sessions
6. Provide ongoing contact and assistance with identified high risk students
7. Provide and conduct diversion classes
  - a. anger management
  - b. substance abuse
  - c. gang awareness

### Other

1. The probation officer will report to school campuses by 7:30 a.m. daily unless working schedule has been modified to incorporate evening events, training schedule or unforeseen events.
2. Probation officer to coordinate schedule with Ceres Unified School District Child Welfare and Attendance (CWA) Liaison
3. Probation officer will report to the following schools as listed unless urgent and/or emergency issues require a change of schedule.
  - a. Monday CHS
  - b. Tuesday Argus
  - c. Wednesday Argus
  - d. Thursday Argus
  - e. Friday CVHS(weekly schedule may be modified to meet the needs of school sites as well as probation)
4. CUSD shall provide a contract for up to 40 hours per week for the school year Jan.01, 2008 through June 30, 2008.
5. Office space and a phone shall be provided by CUSD.