

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Probation

J.P.

BOARD AGENDA # *B-14

Urgent

Routine

AGENDA DATE June 7, 2011

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval for the Chief Probation Officer to Enter into Agreements with Stanislaus County Office of Education and Riverbank Unified School District to Provide Ongoing School Probation Officer Services

STAFF RECOMMENDATIONS:

1. Authorize the Chief Probation Officer to enter into and sign agreements with Stanislaus County Office of Education and Riverbank Unified School District to provide ongoing prevention and intervention services.
2. Authorize the Chief Probation Officer to enter into and sign extensions to these agreements in subsequent years under the same terms and conditions.

FISCAL IMPACT:

The Probation Department has entered into revenue contracts with various school districts over the years to provide school-based prevention and intervention services. In the Proposed Budget for the 2011-2012 budget year, the Department has included \$207,073 to be received from the Stanislaus County Office of Education and \$55,000 from the Riverbank Unified School District. Existing staff is used to provide these services and there are no costs associated with this request to authorize the Chief Probation Officer to sign the revenue-based contracts.

BOARD ACTION AS FOLLOWS:

No. 2011-343

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) 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 Agreements with Stanislaus County Office of Education and Riverbank Unified School District to Provide Ongoing School Probation Officer Services

DISCUSSION:

The Stanislaus County Office of Education (SCOE) has a long history of contracting for probation services. The district has been utilizing the Probation Department's services since the early 1990's. In 2007 Riverbank Unified School District became interested in contracting for services following a community presentation conducted by the Chief Probation Officer where the district learned of the value on-site probation services has in reducing truancy and school disciplinary issues.

As the districts renew their requests for these ongoing services, the Department sees value in authority being granted to the Chief Probation Officer to enter into and sign the agreements. As additional districts seek these contracted services the Probation Department will come back to the Board to request initial approval for the Chief Probation Officer to enter into and sign agreements. As always, whenever additional appropriations or additional staff are needed to meet an increased demand, the Department will bring those requests before the Board.

POLICY ISSUES:

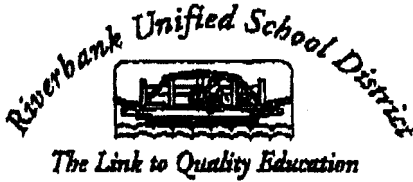
Board approval to authorize the Chief Probation Officer to enter into and sign school-based revenue contracts to deliver education and intervention services supports the Board priorities of a Safe Community and Efficient Delivery of Public Services.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT INFORMATION: Jill Silva, Assistant Chief Probation Officer. (209) 525-4503

Agreement for Special Contract Services
Page 1 of 5



Riverbank Unified School District
6715 7th Street
Riverbank, California, 95367
Phone (209) 869-2538
FAX (209) 869-1487

AGREEMENT FOR SPECIAL CONTRACT SERVICES
(Independent Contractor)

This agreement is between Riverbank Unified School District, hereinafter referred to as "RUSD" and Stanislaus County Probation, hereinafter referred to as "Independent Contractor."

WHEREAS, RUSD 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, RUSD 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 (8) hours / days under the terms of this Agreement.

3. RUSD agrees to pay Independent Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Fifty-five Thousand Dollars (\$ 55,000). RUSD to pay Independent Contractor according to the following terms and conditions upon receipt of invoice:

_____ Monthly	_____ Lump Sum
<u>X</u> Quarterly	_____ Other _____

Agreement for Special Contract Services
Page 2 of 5

4. RUSD shall not be 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 July 1, 2011 and shall terminate on June 30, 2012.
6. This agreement shall terminate on the last day of service as written in Article 5 except:
 - a. RUSD 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 Contractor whom RUSD may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from RUSD.
9. The parties intend that an independent contractor relationship be created by this contract and RUSD assumes no responsibility for workers' compensation liability. RUSD 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 RUSD 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 RUSD for any such claim or demand, and pay or satisfy any judgment that may be rendered against RUSD 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 RUSD for liability or damages resulting from the negligence or willful act, or omission of RUSD or its officers, agents or employees.

Agreement for Special Contract Services
Page 3 of 5

- 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 payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulation, or with any policies of Independent Contractors' current employer.
- 12. RUSD 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 RUSD. Proprietary materials will be exempted from this clause.
- 13. Independent Contractor certifies that he or she is not an employee of RUSD 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 RUSD 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

RUSD has determined that the following provision:

X 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(e)(1)). Attached is a list of the names of Independent Contractor's employees who may come in contact with pupils.

Agreement for Special Contract Services
Page 4 of 5

That the parties hereto have agreed, promised and covenanted to perform the obligations herein set forth we have subscribed our names hereto this _____ day of _____ at, Riverbank, County of Stanislaus, State of California.

Jerry Powers Chief Probation Officer
CONSULTANT¹


CONSULTANT SIGNATURE¹

2215 Blue Gum Ave
STREET ADDRESS

Modesto CA 95358
CITY STATE ZIP

209 525-4505 209 525-4588
PHONE FAX

Dr. Ken Geisjok, Superintendent

CONTRACT OFFICER OF THE
RIVERBANK UNIFIED SCHOOL
DISTRICT OF STANISLAUS CO.


CONTRACT OFFICER SIGNATURE

CONSULTANT SOC. SECURITY# OR IRS ID #²

- 1. Whenever organizational names are used, the contractual agreement must include the company file, LA, tracklist.
- 2. Whenever organizational names are used, the Employer EIN Identification Number must be used instead of a Social Security Number.

Agreement for Special Contract Services
Page 5 of 5

**RIVERBANK UNIFIED SCHOOL DISTRICT
2011-2012 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.
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.
3. **Active member of DART team**
4. **Active member of District Prevention/Intervention Options Committee**
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 8:00 a.m. daily unless working schedule is modified to incorporate evening events.**
2. **Probation officer to coordinate schedule with Riverbank Unified School District Director of Student Services.**
3. **Probation officer will report to the following schools as listed unless urgent and/or emergency issues require a change of schedule:**

a.	Monday	AHS/RHS
b.	Tuesday	CA AVE
c.	Wednesday	Mesa Verde/RHS
d.	Thursday	Cardozo
e.	Friday	RHS

(weekly schedule may be modified to meet the needs of school sites)
4. **RUSD shall provide a contract for 40 hours per week for the school year July 1, 2011, through June 30, 2012.**
5. **Office Space and a phone shall be provided by RUSD**



B14 6/7/11
200911
DL

Tom Changnon, Superintendent

BUSINESS SERVICES DIVISION

1100 H Street • Modesto, CA 95354 • (209) 525-5054 • FAX (209) 525-5112

**AGREEMENT FOR SPECIAL CONTRACT SERVICES
(Independent Contractor)**

This Agreement is between Stanislaus County Office of Education, hereinafter referred to as "Office," and Stanislaus County Probation Department, 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:

See attached 2011-2012 Description of Probation Officer Duties (services for Probation Officer Mirella DeLaHoya).

2. Independent Contractor will provide the above service(s) as outlined in Paragraph 1 up to a total of _____ (2080) 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 \$103,445 (2,000 to cover travel/in-services/workshops) (\$103,445). Office shall pay Independent Contractor according to the following terms and conditions upon receipt of invoice:

Monthly
 Quarterly

Lump Sum
 Other _____

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 July 1, 2011 and shall terminate on June 30, 2012.

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

7. Independent Contractor shall contact Office's designee, Scott Kuykendall, at (209) 238-1508, 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.

Click on the below link for the required EDD form

[EDD Form \(Required\)](#)

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

Office 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.
 - Schoolsite administrative.
 - Schoolsite grounds and landscape maintenance.
 - Pupil transportation.
 - Schoolsite 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.

13. 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 in contact with pupils.

AGREED:

BUSINESS NAME _____

INDEPENDENT CONTRACTOR SIGNATURE¹ _____

PHONE NUMBER _____

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

DATE _____

ADDRESS _____

EDD Requirement
Owner Name: _____
Social Security #: _____

Send all copies to the Business Office.
Distribution will be made as follows:

- White – Business Office
- Yellow – Independent Contractor
- Pink – Department Head
- Goldenrod - Originator: Name- Mary McCormick


DON GATTI
CONTRACT OFFICER FOR THE STANISLAUS
COUNTY OFFICE OF EDUCATION

DATE 5-19-11

INTERNAL USE

01 3010 0 5800 3500 3900 000 8000 = \$51,222.50


01 3025 0 5800 3500 3900 000 8000 = \$51,222.50

Account No. _____


Dept./Core Leadership Team Officer

Career, Charter & Alternative Education

Budget Program


Budget Approval

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



BOARD OF SUPERVISORS

2011 OCT 14 P 2:26

B14 6/7/11

000150

Tom Changnon, Superintendent

BUSINESS SERVICES DIVISION

1100 H Street • Modesto, CA 95354 • (209) 525-5054 • FAX (209) 525-5112

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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:

See attached 2010-2011 Description of Probation Officer Duties (services for Probation Officer Claudia Rivas)

2. Independent Contractor will provide the above service(s) as outlined in Paragraph 1 up to a total of 2080 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 \$107,628(\$2,000 to cover travel/in-services/workshops) (\$107,628.00). Office shall pay Independent Contractor according to the following terms and conditions upon receipt of invoice:

Monthly Quarterly

Lump Sum Other

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 July 1, 2011 and shall terminate on June 30, 2012.

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

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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.
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Click on the below link for the required EDD form

[EDD Form \(Required\)](#)

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Office has determined that the following provision:

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 - Pupil transportation.
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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.

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AGREED:

Stanislaus County Office of Education
 BUSINESS NAME

[Signature]
 INDEPENDENT CONTRACTOR SIGNATURE¹

PHONE NUMBER

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

DATE 5/19/11

ADDRESS

[Signature]
 DON GATTI
 CONTRACT OFFICER FOR THE STANISLAUS
 COUNTY OFFICE OF EDUCATION

DATE 5-19-11

INTERNAL USE

01 3010 0 5800 3500 3900 000 8000 = \$53,814
 01 3025 0 5800 3500 3900 000 8000 = \$53,814
 Account No. [Signature]

EDD Requirement

Owner Name: _____

Social Security #: _____

[Signature]
 Dept./Core Leadership Team Officer

[Signature]
 Career, Charter & Alternative Education
 Budget Program
 Budget Approval

Send all copies to the Business Office.

Distribution will be made as follows:

- White – Business Office
- Yellow – Independent Contractor
- Pink – Department Head

Goldenrod - Originator: Name- Mary McCormick

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