

**2016/2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
LASSEN UNION HIGH SCHOOL COMMUNITY DAY SCHOOL
AND
THE LASSEN COUNTY PROBATION DEPARTMENT**

The parties to this Memorandum of Understanding ("MOU") are Lassen Union High School Community Day School and the Lassen County Probation Department ("Probation Department").

I. PROGRAM: Truancy Reduction Program

Whereas, the Crime Prevention Act 2000 with The Lassen County Probation Department, in collaboration with school funding pays a portion of two and one half positions equaling the total amount of \$144,534; and

Whereas, the Lassen County Probation Department has the desire and the expertise to provide such services; and

Whereas, the designated Lassen Union High School Community Day School desires to purchase such services from the Lassen County Probation Department;

Resolved, That the parties agree to establish two positions within the Probation Department that will be responsible for coordination of the Truancy Reduction Program and implement the following program:

a. Name:

School Probation/Truant Officers

II. General Description:

The Probation Officers will track students that are truant and/or at-risk. The Probation/Truant Officers will monitor and supervise truant students as well as juvenile probationers to see that they are in compliance with the terms and conditions of probation. The Officers will analyze emotional and behavioral disorders, and assess client's needs to develop an intervention plan.

a. Targeted Population:

1. Lassen County students within the Lassen Union High School Community Day School.

b. Expected Outcomes:

1. Improvement in attendance.
2. Increase in ADA funding
3. Improvement in academics.
4. Reduction in juvenile crime.
5. Share and secure information between Schools, Probation and the family.

6. Court intervention when necessary.
7. Improved overall citizenship.

III. Lassen Union High School Community Day School shall:

- a. Provide school attendance information to the Probation Officer as requested.
- b. Provide the Officer academic records.
- c. Provide any information regarding the student and the family (address, telephone numbers, family members, prior school records...).

IV. Lassen County Probation Department:

- a. On campus for one hour per day or 5 hrs. per week presence by Probation Officers.
- b. Contacts with students and family.
- c. Home visits, phone calls, conferences, distribution of letters, and transporting of students.
- d. Enforce family compliance with the law.
- e. Provide intensive supervision of students that are at-risk and/or truant.
- f. Refer families to community resources.
- g. Preparing and presenting reports for juvenile court hearings.

V. Collaborative responsibilities:

- a. Cooperate in exchange of information as it is related to the student in order to complete annual statistics for each student.
- b. Act as liaison between Family, School, Law Enforcement, and the Community.
- c. Work jointly with the School, Lassen County District Attorney, Lassen Works, Mental Health, CPS, and other County agencies involved with the student.

VI. Funding:

A portion of the salary for two and one half Probation Officers is \$144,534; The Lassen Union High School Community Day School will pay a total of \$2,372.50 of the salary. This cost is based on demand and enrollment of students. The Lassen Union High School Community Day School will be invoiced by June 30, 2017. All other salary, costs, and benefits will be paid by the Probation Department through the Juvenile Justice Crime Prevention Grant. The schools' contributions are as shown below.

LUHS Community Day School	13 weeks of FY16/17	\$2,372.50
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VII. Employees:

- a. The Lassen County Probation Department shall certify in writing to the LCOE that neither the employer nor any of its employees, subcontractors, or volunteers, who may come in contact with students, have been convicted of a felony as defined in Education Code Section 45122.1.

VIII. Indemnity:

- a. Each of the parties hereto shall be liable for the negligent or wrongful acts or omissions of its employees, contractors, or volunteers, including, but not limited to, that caused by active or passive negligence of its employees, contractors, or volunteers, occurring during the performance of this MOU, and, if any party becomes solely liable for damages caused by its employees, contractors, or volunteers, it shall pay such damages without contribution by the other parties. Each party hereto agrees to indemnify, defend, and save harmless the other parties, their officers, agents, and employees from any and all claims and losses, including attorney's fees, proximately caused by the party's negligent or wrongful acts or omissions.

Terms of Agreement:

- a. The term of this Agreement shall commence March 1, 2017, and ending June 30, 2017, or until modified or terminated by consensus of the parties, whichever occurs first. This agreement is dependent on federal, state, and county funding, which may be beyond the control of the parties to this agreement. The agreement may be terminated by any party provided 60 days written notice of termination. Should a district terminate their participation in the Truancy Reduction Program upon 60 days written notice, the agreed annual rate will then be adjusted. The agreement must be reviewed and updated annually.

Lassen County Probation Department

Date

Lassen Union High School Community Day School

Date