



LASSEN COUNTY PROBATION DEPARTMENT

☒ **Adult Probation**

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☐ **Juvenile Probation**

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MEMORANDUM

To: Board of Supervisors

From: Jennifer Branning, Chief Probation Officer 

Date: October 5, 2020

Subject: Memorandum of Understanding for the Truancy Reduction Program for FY 20/21

Recommendation: Board of Supervisors approve the Memorandum of Understanding (MOU) between Fort Sage Unified, Lassen County Office of Education, Susanville School District, Westwood Unified School District, Shaffer Union Elementary School District, and the Lassen County Probation Department

This MOU is for the Truancy Reduction Program services provided by the Lassen County Probation Department to the Schools and School Districts. The MOU covers what the program will provide to the schools and its targeted population. It also lists the collaborative responsibilities and the funding requirements of all parties.

For the past ten years the Truancy Reduction Program has been beneficial for the schools and school districts receiving the services provided by the Lassen County Probation Department. This program continues to be successful as a helpful deterrent to juvenile delinquency. This agreement delineates the responsibilities of all parties including fiscal responsibilities. All the districts have already had the MOU approved by their boards and have signed the agreement. This MOU will provide for increased supervision of our Lassen County juveniles.

Financial Impact: Revenue Grant MOU for Probation 145 (0561) in the amount of \$37,000.00.

Attachments: Copies of the Memorandum of Understanding

**2020/2021 MEMORANDUM OF UNDERSTANDING
BETWEEN
FORT SAGE UNIFIED SCHOOL DISTRICT,
LASSEN COUNTY OFFICE OF EDUCATION,
SUSANVILLE SCHOOL DISTRICT,
WESTWOOD UNIFIED SCHOOL DISTRICT, SHAFFER UNION
ELEMENTARY SCHOOL DISTRICT,
AND
THE LASSEN COUNTY PROBATION DEPARTMENT**

The parties to this Memorandum of Understanding (“MOU”) are Fort Sage Unified School District, Lassen County Office of Education, Susanville School District, Westwood Unified School District, Shaffer Union Elementary School District, 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 positions equaling the total amount of \$142,017; and

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

Whereas, the designated School Districts of Lassen County desire 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 Districts K-12.

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 County School Districts 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...).
- d. School staff needs to make reasonable efforts to make the first contact with truant youth and families.

IV. Lassen County Probation Department:

- a. On campus 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. Refers families to community resources.
- g. Preparing and present 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 District, Lassen County District Attorney, Lassen Works, Mental Health, CPS, and other County agencies involved with the student.
- d. School Conferences will be held at the School with the Principal present.

VI. Funding:

A portion of the salary for two and one half Probation Officers is \$142,017; The Districts named will pay a total of \$37,000.00 of the salary. This cost is based on demand and enrollment of students per District. The listed school districts will be invoiced semi-annually to occur by December 30, 2020 and May 1, 2021. 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.

Fort Sage Unified School District	\$6,500.00
Lassen County Office of Education	\$2,500.00
Susanville School District	\$17,000.00
Westwood Unified School District	\$5,500.00
Shaffer Union Elementary School District	<u>\$5,500.00</u>
	\$37,000.00

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 July 1, 2020, and shall continue for one year 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.

Bunning
Lassen County Probation Department

9/28/2020
Date

Ruth Brown
Fort Sage Unified School District

9-29-20
Date

Patricia Gunderson
Lassen County Office of Education

10-1-20
Date

S. Dackell
Susanville School District

9/29/2020
Date

Mike Alkemy
Westwood Unified School District

10/1/2020
Date

[Signature]
Shaffer Union Elementary School District

9-29-20
Date

Approved as to Form

SEP 21 2020

[Signature]
Lassen County Counsel