# FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND ANDERSON UNIFIED HIGH SCHOOL DISTRICT

This First Amendment is entered into between the County of Shasta ("County"), through its Probation Department, a political subdivision of the State of California, and Anderson Unified High School District, ("District") (collectively, the "Parties" and individually a "Party") for the purpose of providing Deputy Probation Officers to serve as Juvenile Prevention Officers.

#### RECITALS

WHEREAS, County and District have previously entered into an agreement effective July 1, 2023 to provide Deputy Probation Officers to serve as Juvenile Prevention Officers ("Original Agreement"); and

WHEREAS, County and District desire to amend the agreement to add an additional Deputy Probation Officer to serve as a Juvenile Prevention Officer, increase District's responsibilities, and increase compensation payable to County ("First Agreement"); and

WHEREAS, the Original Agreement, and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 1. Responsibilities of District of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

## Section 1. <u>RESPONSIBILITIES OF DISTRICT</u>

Pursuant to the terms and conditions of this agreement, District shall:

- A. Provide appropriate non-exclusive professional office space for three Juvenile Prevention Officers (JPOs) to work.
- B. Schedule work week for each JPO consisting of:
  - 1. One JPO III will be assigned and report to North Valley High School. The JPO III work schedule at North Valley High School shall be as follows:
    - a. Work on regular school days, including District Workdays, and Staff Development days, from 7:30 a.m. to 4:30 p.m., excluding District holidays as listed on District's 2023-24 School Calendar and excluding County holidays as listed on County's 2023 Holiday Schedule, attached and incorporated herein as Attachment A. County will provide County's 2024 Holiday Schedule to District once it becomes available.

- 2. The JPO II will be assigned and report to West Valley High School. The JPO II work schedule at West Valley High School shall be as follows:
  - a. Work on regular school days, including District Workdays, and Staff Development days, from 7:30 a.m. to 4:30 p.m., excluding District holidays as listed on District's 2023-24 School Calendar and excluding County holidays as listed on County's 2023 Holiday Schedule, attached and incorporated herein as Attachment A. County will provide County's 2024 Holiday Schedule to District once it becomes available.
- 3. One JPO III will be assigned and report to Anderson High School. The JPO III work schedule at Anderson High School shall be as follows:
  - a. Work on regular school days, including District Workdays, and Staff Development days, from 7:30 a.m. to 4:30 p.m., excluding District holidays as listed on District's 2023-24 School Calendar and excluding County holidays as listed on County's 2023 Holiday Schedule, attached and incorporated herein as Attachment A. County will provide County's 2024 Holiday Schedule to District once it becomes available.
- 4. Changes to the schedule can be modified at the request of the District with approval of the Chief Probation Officer.
- C. Schedule home visits and after school activities with JPOs as approved by County.
- D. Compensate County as prescribed in Section 3 of this agreement.
- II. Section 2. Responsibilities of County of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

# **Section 2. RESPONSIBILITIES OF COUNTY**

Pursuant to the terms and conditions of this agreement, County will provide two Deputy Probation Officer III and one Deputy Probation Officer II to serve as JPOs to District during the times and at the locations as specified in this agreement. Each JPO shall:

- A. Work on regular school days, including District Workdays, and Staff Development days, from 7:30 a.m. to 4:30 p.m., excluding District holidays as listed on District's 2023-24 School Calendar is attached and incorporated herein as Attachment A, and excluding County holidays as listed on County's 2023 Holiday Schedule, attached and incorporated herein as Attachment B. County will provide County's 2024 Holiday Schedule to District once it becomes available.
  - 1. Monday through Thursday, the JPOs shall be in probation polo and uniform trousers.

- 2. Fridays, the JPOs shall have the option to wear school apparel provided by District, to be returned at the end of assignment. If JPOs do not elect to wear the school apparel provided, the JPOs shall be in probation polo and uniform trousers.
- 3. Should the assigned JPO be absent due to sick leave, vacation, or training for more than 24 consecutive working hours, the County shall provide another officer to cover the assigned duties of the JPO.
- B. Attend community events, school activities, outreach programs, and home visits outside of normal working hours as scheduled by District and approved by County.
- C. Provide class instruction as identified by District and approved by County.
- D. Participate on the Safety Committee.
- E. Provide general supervision during passing periods, breaks, and lunch.
- F. Assist school administration with parents/guardians.
- G. Provide home visits for youth who are struggling with truancy issues.
- H. Build relationships with staff, students, and parents.
- I. Be a liaison between students and parents and social services agencies and connect families with services as needed.
- J. Have a working relationship with local law enforcement agencies.
- III. Section 3. Compensation of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

#### Section 3. COMPENSATION

- A. FY 2023-24 Compensation to the County for the Juvenile Prevention Officers will be as follows:
  - 1. Two Juvenile Probation Officer IIIs will be compensated at \$166,122 each for total of \$332,244.
  - 2. Juvenile Probation Officer II will be compensated at \$154,622.
- B. District shall pay County administrative fee of \$10,000 per Juvenile Prevention Officer, for a total of \$30,000.
- C. District shall pay to County a maximum of \$516,866 for FY 2023-24 for all reasonable and necessary costs in accordance with applicable Circulars of the

Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum payable amount payable over the entire term of this agreement exceed \$516,866.

D. County's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

## IV. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

## V. <u>ENTIRE AGREEMENT</u>

The Agreement, as amended, and any attachments, constitute the entire understanding between County and District.

# VI. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that they have the authority to execute this First Amendment and to bind the Party on whose behalf their execution is made.

## **COUNTY OF SHASTA**

Date:	
	PATRICK JONES, CHAIR Board of Supervisors County of Shasta State of California
ATTEST:	
DAVID J. RICKERT Clerk of the Board of Supervisors	
By: Deputy	
Approved as to form: MATTHEW M. McOMBER Acting County Counsel	RISK MANAGEMENT APPROVAL
By: Grithun Stuhr 09/18/2023   11:12	AMPDTJames Johnson 09/18/2023   10:20 AM PD James Johnson
Senior Deputy County Counsel	Risk Management Analyst III
	DISTRICT
Date:	By: Brian Parker 09/19/2023   8:05 AM PDT
	Brian Parker  Acting Superintendent  Anderson Union High School District
	Tax I.D.#: On File