

C2 Approve an amendment to the agreement with the Anderson Union High School District for Deputy Probation Officers to serve as Juvenile Prevention Officers which adds a Deputy Probation Officer III to serve as a Juvenile Prevention Officer at Anderson Union High School and increases compensation payable to the County.

STAFF REPORT

BOARD MEETING DATE: October 3, 2023

CATEGORY: Consent Calendar 2

SUBJECT: Approve an amendment to the agreement with the Anderson Union High School District for Deputy Probation Officers to serve as Juvenile Prevention Officers which adds a Deputy Probation Officer III to serve as a Juvenile Prevention Officer at Anderson Union High School and increases compensation payable to the County.

DEPARTMENT: Probation

SUPERVISORIAL DISTRICT #: All

DEPARTMENT CONTACT: Tracie Neal, Chief Probation Officer, (530) 245-6200

STAFF REPORT APPROVED BY: Tracie Neal, Chief Probation Officer

<u>Vote Required?</u> Simple Majority Vote	<u>General Fund Impact?</u> No General Fund Impact
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RECOMMENDATION

Approve an amendment to the agreement with the Anderson Union High School District to provide Deputy Probation Officers to serve as Juvenile Prevention Officers which adds one additional Deputy Probation Officer III to serve as a Juvenile Prevention Officer at Anderson Union High School and increases compensation payable to County by \$176,122 for a new maximum compensation not to exceed \$516,866 for period October 3, 2023 through June 30, 2024.

DISCUSSION

Currently, the County provides a Deputy Probation II to West Valley High School and a Deputy Probation Officer III to North Valley High School to serve as Juvenile Prevention Officers (JPO) and to support school operations. Anderson Union High School District (AUHSD) has requested one additional Deputy Probation Officer III to serve as a JPO at Anderson Union High School for a total of two DPO III and one DPO II.

Prevention and early intervention prevent the onset of delinquency behavior and supports the development of a youth’s assets and resilience A Deputy Probation Officer, as a JPO, provides prevention and early intervention services for youth involved in, and at risk of becoming involved in, the Juvenile Justice System, and for youth displaying truancy behaviors or status offenses. The JPO provides mentoring, supporting, and addressing truancy, conducting presentations on youth related issues, and coordinating services and evidence-based programs. Building relationships with the staff, students, school counselors, and parents will be a primary role of the JPO.

This proactive approach is designed to engage the students with a pro-social adult who will foster relationships with the focus of on-going and early prevention of the above-mentioned behaviors. Engagement is one of the most difficult aspects of the probation system, yet research shows that building rapport with our population considerably reduces the risk of re-offense. The JPO serves as the liaison between students and parents and social services agencies and community-based organizations and connect families with services as needed. The JPO works with parents and staff to create strategies that will increase parental involvement and support collaborative school efforts. The JPO attends community events, school activities, outreach programs and conduct home visits as needed in order to provide prevention and early intervention services.

Addressing and reducing truancy will also be a top priority for our JPO. Studies show youth who regularly attend school are less likely to become involved in crime. Increasing school attendance and participation in education is an important aspect of raising well developed youth who have the pro-social and cognitive skills to become productive members of the community.

ALTERNATIVES

The Board could decide not to approve the amendment, provide direction to staff or request additional information. Not approving the amendment would leave AUHSD without an assigned JPO at Anderson High School and the County would forego the revenue to offset the costs budgeted with the approved position.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the amendment as to form. Risk Management has approved the amendment. The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

Appropriations for the Deputy Probation Officer III position are included in Probation's Fiscal Year 2023-24 adopted budget. Revenue received by AUHSD will fund JPO position with Net County Cost being zero.

ATTACHMENTS:

1: AUHSD Amendment

**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. RESPONSIBILITIES OF DISTRICT

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. **ENTIRE AGREEMENT**

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: DocuSigned by:
Gretchen Stulor 09/18/2023 | 11:12 AM PDT

9AA4581D8B5042E
Trisha C. Weber
Senior Deputy County Counsel

By: DocuSigned by:
James Johnson 09/18/2023 | 10:20 AM PDT

0DBC25FD751A458...
James Johnson
Risk Management Analyst III

DISTRICT

Date: _____

By: DocuSigned by:
Brian Parker 09/19/2023 | 8:05 AM PDT

6A1FE40440A74CD...
Brian Parker
Acting Superintendent
Anderson Union High School District

Tax I.D.#: On File