

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of October, 2018 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY") and the FRESNO COUNTY SUPERINTENDENT OF SCHOOLS, whose address is 1111 Van Ness Avenue, Fresno, CA 93721 ("FCSS"), for the purpose of continuing the Truancy Intervention Program, hereinafter referred to as "TIP." TIP is a collaborative effort involving the following school district entities: the Caruthers, Coalinga-Huron, Firebaugh-Las Deltas, Golden Plains, Kerman, Laton, Mendota, Sanger, Sierra and Washington Unified School Districts, Washington Colony Elementary School District, Fresno County Office of Education's Violet Heintz Education Academy, and Kermit Koontz Education Complex, each of which is hereinafter referred to individually as a "DISTRICT" and collectively referred to as "DISTRICTS."

WITNESSETH:

WHEREAS, the Fresno County Probation Department ("Probation Department") recognizes the correlation between chronic school absenteeism and criminal activity, drug use and incarceration, and believes a continued coordinated effort through an anti-truancy program will reduce school absenteeism;

WHEREAS, FCSS and the DISTRICTS believe that the continued funding of TIP will help decrease truancy, improve attendance, increase learning opportunities, and raise financial revenue for school districts throughout Fresno County;

WHEREAS, FCSS has obtained separate agreements with the representative DISTRICTS to fund TIP during the 2018-19 fiscal year;

WHEREAS, FCSS desires the continued coordinated efforts of the Probation Department in the anti-truancy program;

WHEREAS, the Probation Department does not have the means to fully fund TIP; and

WHEREAS, FCSS has agreed to continue funding TIP.

1 NOW, THEREFORE, in respect of the mutual promises contained herein, COUNTY and
2 FCSS agree as follows:

3 1. OBLIGATIONS OF THE CONTRACTOR

4 A. FCSS shall compensate and remit to COUNTY from the TIP fund, held by
5 FCSS, an amount that will partially fund the services of two (2) Deputy Probation Officers five
6 (5) days per week. The maximum amount payable under this Agreement shall not exceed one
7 hundred thirty nine thousand, six hundred and eighty eight dollars (\$139,688).

8 B. FCSS shall timely facilitate and be responsible for obtaining each
9 DISTRICT's financial contributions to the TIP fund. FCSS shall have and maintain at its place of
10 business a separate Memorandum of Understanding (MOU) with each DISTRICT, establishing
11 that DISTRICT's financial contribution to the TIP fund. FCSS shall also be responsible for the
12 timely transfer of each DISTRICT's financial contribution into the TIP fund. A summary of each
13 DISTRICT's contribution to the TIP fund is set forth in Exhibit "A," attached for reference
14 purposes only. An example of the MOU between FCSS and each DISTRICT is set forth in
15 Exhibit "B," attached for reference purposes only.

16 2. OBLIGATIONS OF THE COUNTY

17 The duties of the assigned Deputy Probation Officers shall include, but are
18 not limited to, the following:

- 19 1) Supporting the TIP system as developed by the DISTRICTS and the
20 Probation Department;
- 21 2) Participation in the training of school district personnel regarding the
22 TIP procedure and instruction in meeting the legal requirements of
23 compulsory education;
- 24 3) Participation in school site meetings with the parents/guardians of
25 students who have been identified as chronic absentees to notify them
26 of the TIP program, attendance laws, legal sanctions, key school
27 contact personnel, and family support agencies;
- 28 4) Participation in the school's School Attendance Review Board (SARB)

meetings with parents/guardians when possible;

- 5) Meetings and follow up with students and parents/guardians regarding compliance with SARB recommendations;
- 6) Participation in the mid-year and year-end meetings with all TIP participants regarding program status and recommendations for improvement;
- 7) Responding to calls from TIP participants regarding specific problems or questions;
- 8) Acting as needed in cooperation with the school directives regarding truants;
- 9) Assisting schools in supervising identified chronic truants; and
- 10) Making home visits, accompanied by a DISTRICT employee, to families with children who are at risk of truancy.

3. TERM

This Agreement shall become effective on July 1, 2018, and shall terminate on June 30, 2019, unless sooner terminated as provided in this Agreement.

4. TERMINATION

A. Without Cause – Either COUNTY or FCSS may terminate this Agreement without cause upon the giving of at least thirty (30) days advance written notice of such termination to the other party.

B. Breach of Contract – Either COUNTY or FCSS may immediately suspend or terminate this Agreement in whole or in part where in the determination of either party there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement; or
- 3) A substantially incorrect or incomplete report has been submitted.

The aggrieved party shall give written notice of such termination to the breaching party. In no event shall continued provision of services by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default that may then exist on the part of

1 FCSS. Neither shall continued provision of services by COUNTY to FCSS impair or prejudice any
2 remedy available to COUNTY with respect to the breach or default.

3 Upon any termination of this Agreement, COUNTY shall be compensated for
4 all services provided to FCSS, up to and including the date of termination based upon a prorated
5 amount: i.e. the total financial obligation of FCSS to COUNTY under this Agreement, as prorated,
6 based upon the period of time this Agreement is in effect, compared to the total one (1) year term
7 hereunder.

8 5. COMPENSATION/INVOICING

9 As compensation to COUNTY for the performance of its services under this
10 Agreement, FCSS agrees to pay COUNTY and COUNTY agrees to receive compensation from
11 the TIP fund on or after the dates of October 30, 2018, and January 1, April 1 and July 1, 2019,
12 respectively, that amount indicated in the billing of the Probation Department to FCSS for those
13 dates as set forth in this paragraph; however, not to exceed in aggregate the maximum amount
14 payable under this Agreement of \$139,688. COUNTY shall invoice FCSS as noted in this section,
15 addressed to: Fresno County Office of Education, Attention: TIP, 1111 Van Ness Avenue, Fresno,
16 CA 93721. Payments by FCSS shall be made within forty five (45) days of invoice for services
17 provided by COUNTY.

18 6. INDEPENDENT CONTRACTOR

19 In performance of the work, duties and obligations assumed by COUNTY under
20 this Agreement, it is mutually understood and agreed that COUNTY, including the two (2)
21 assigned Deputy Probation Officers, will at all times be acting and performing as an independent
22 contractor, and shall be an employee of COUNTY and not an employee or agent of FCSS.
23 Furthermore, FCSS shall have no right to control, supervise or direct the manner or method by
24 which COUNTY shall perform its work and function. However, FCSS shall retain the right to
25 administer this Agreement so as to verify that COUNTY is performing its obligations in accordance
26 with the terms and conditions thereof.

27 FCSS and COUNTY shall comply with all applicable provisions of law and the
28 rules and regulations, if any, of governmental authorities having jurisdiction over matters the

1 subject thereof.

2 7. MODIFICATION

3 Any modifications to this Agreement requested either by COUNTY or FCSS may
4 only be effected if mutually agreed upon in writing by duly authorized representatives of the parties
5 hereto without affecting the remainder of this Agreement. This Agreement shall not be modified or
6 any rights of it waived except by such a writing.

7 8. NON-ASSIGNMENT

8 Neither COUNTY nor FCSS may assign, transfer or subcontract their obligations
9 under this Agreement or any rights hereunder without the prior written consent of the other party.

10 9. NO THIRD PARTY BENEFICIARIES

11 Nothing express or implied in the terms and conditions of this Agreement is
12 intended to confer, nor shall anything herein confer, upon any person or entity other than
13 COUNTY or FCSS and their respective successors or assignees, any rights, remedies, or
14 obligations or liabilities whatsoever.

15 10. HOLD HARMLESS

16 COUNTY agrees to indemnify, save, hold harmless, and, at FCSS's request,
17 defend FCSS, their officers, agents and employees from all claims, losses, judgments, and
18 expenses, including attorney fees and costs, occurring, resulting, or arising from the negligent or
19 wrongful performance by COUNTY or its officers, employees, or agents, of obligations agreed to
20 be performed by COUNTY under this Agreement.

21 FCSS agrees to indemnify, save, hold harmless, and, at COUNTY's request,
22 defend COUNTY, its officers, agents, and employees from all claims, losses, judgments, and
23 expenses, including attorney fees and costs, occurring, resulting, or arising from the negligent or
24 wrongful performance by FCSS or its officers, employees, or agents, of obligations agreed to be
25 performed by FCSS under this Agreement.

26 In the event of concurrent negligence on the part of COUNTY or any of its
27 officers, agents or employees, and FCSS or any of its officers, agents, or employees, the liability
28 for any and all such claims, demands and actions in law or equity for such losses, fines, penalties,

1 forfeitures, costs and damages shall be apportioned under the State of California's theory of
2 comparative negligence as presently established or as may be modified hereafter.

3 This Section 10 shall survive termination or expiration of this Agreement.

4 11. INSURANCE

5 Without limiting COUNTY's right to obtain indemnification from FCSS or any
6 third parties, FCSS, at its sole expense, shall maintain in full force and affect the following
7 insurance policies or a program of self-insurance, including, but not limited to, an insurance
8 pooling arrangement or Joint Powers Agreement throughout the term of this Agreement.
9 Coverage by FCSS shall be provided for General Liability and Worker's Compensation. Upon
10 request from COUNTY, FCSS shall provide a certificate of insurance or self-insurance providing
11 evidence of such coverage.

12 Without limiting FCSS's right to obtain indemnification from COUNTY or any
13 third parties, COUNTY, at its sole expense, shall maintain in full force and effect the following
14 insurance policies or a program of self-insurance, including, but not limited to, an insurance
15 pooling arrangement or Joint Powers Agreement throughout the term of this Agreement.
16 Coverage by COUNTY shall be provided for General Liability and Worker's Compensation. Upon
17 request from FCSS, COUNTY shall provide a certificate of insurance or self-insurance providing
18 evidence of such coverage.

19 12. AUDITS AND INSPECTIONS

20 COUNTY shall, at any time during business hours, make available to FCSS for
21 examination all of its records and data with respect to the matters covered by this Agreement.
22 COUNTY shall, upon request by FCSS, permit FCSS to audit and inspect all of such records and
23 data necessary to ensure COUNTY's compliance with the terms of this Agreement.

24 If this Agreement exceeds Ten Thousand Dollars (\$10,000.00), COUNTY shall
25 be subject to the examination and audit of the California State Auditor for a period of three (3)
26 years after final payment under contract (Government Code Section 8546.7).

27 FCSS shall, at any time during business hours, make available to COUNTY for
28 examination all of its records and data with respect to the matters covered by this Agreement.

1 FCSS shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such records
2 and data necessary to ensure FCSS's compliance with the terms of this Agreement.

3 If this Agreement exceeds Ten Thousand Dollars (\$10,000.00), FCSS shall
4 be subject to the examination and audit of the California State Auditor for a period of three (3)
5 years after final payment under contract (Government Code Section 8546.7).

6 13. NOTICES:

7 The persons and their addresses having authority to give and receive notices
8 under this Agreement include the following:

9 COUNTY

10 Chief Probation Officer
11 3333 E. American Ave., Suite B
12 Fresno , Ca 93725

FCSS

Fresno County Superintendent of
Schools
1111 Van Ness Avenue
Fresno, CA 93721

13 Any and all notices between the COUNTY and FCSS provided for under this
14 Agreement shall be in writing and shall be deemed duly served when personally delivered to one
15 of the parties, or in lieu of such personal services, when deposited in the United States Mail,
16 postage prepaid, addressed to such party.

17 14. GOVERNING LAW

18 The parties agree that for purposes of venue, performance under this
19 Agreement is to be in Fresno County, California.

20 The rights and obligations of the parties and all interpretation and
21 performance of this Agreement shall be governed in all respects by the laws of the State of
22 California.

23 15. ENTIRE AGREEMENT:

24 This Agreement constitutes the entire agreement between COUNTY and
25 FCSS with respect to the subject matter hereof and supersedes all previous agreement
26 negotiations, proposals, commitments, writings, advertisements, publications, and understandings
27 of any nature whatsoever unless expressly included in this Agreement.
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
2 of the day and year first hereinabove written.

3
4 **FRESNO COUNTY SUPERINTENDENT
OF SCHOOLS**

5 Dr. Kathryn Catania
6 Jim Yovino
7 Superintendent
8 Fresno County Superintendent of Schools
9 Dr. Kathryn Catania, Deputy Superintendent

COUNTY OF FRESNO

Sal Quintero
Sal Quintero
Chairperson of the Board of
Supervisors of the County of Fresno

10
11 Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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16
17 By: Susan Bishop
Deputy

18 FOR ACCOUNTING USE ONLY:

19 FUND: 0001
20 ORG: 34300280
21 SUBCLASS: 0000
22 ACCOUNT: 4895
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EXHIBIT A

**2018 – 2019 TIP
Truancy Intervention Program**

**FINANCIAL OBLIGATIONS OF THE PARTICIPATING
SCHOOL DISTRICTS AND COUNTY SUPERINTENDENT**

Fresno County school districts participating in the Truancy Intervention Program (“TIP”) have agreed to contribute the following amounts to fund TIP for the 2017 – 2018 fiscal year:

- A. The Fresno County Superintendent of Schools shall contribute \$20,000.00;
- B. Caruthers Unified School District shall contribute \$4,827.06;
- C. Coalinga-Huron Unified School District shall contribute \$15,439.27;
- D. Firebaugh-Las Deltas Unified School District shall contribute \$8,131.50;
- E. Golden Plains Unified School District shall contribute \$6,756.37;
- F. Kerman Unified School District shall contribute \$17,172.51;
- G. Laton Unified School District shall contribute \$2,504.75;
- H. Mendota Unified School District shall contribute \$10,367.67;
- I. Sanger Unified School District shall contribute \$40,047.43;
- J. Sierra Unified School District shall contribute \$3,500.00;
- K. Washington Colony Elementary shall contribute \$1,549.13; and
- L. Washington Unified School District shall contribute \$9,392.31.

EXHIBIT B

[SAMPLE]

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FRESNO COUNTY SUPERINTENDENT OF SCHOOLS
AND _____ SCHOOL DISTRICT**

This Agreement is made and entered into by and between the Fresno County Superintendent of Schools ("FCSS") and _____ School District ("DISTRICT"), hereinafter referred to as "the Parties." The purpose of this Agreement is to fund the Truancy Intervention Program ("TIP"), a collaborative for addressing chronic absenteeism in Fresno County Schools. TIP shall provide for a coordinated multi-agency effort involving the Fresno County Office of Education; representative Fresno County school districts; and the Fresno County Probation Department ("COUNTY").

Services that shall be provided for the schools participating in TIP are included in the Master Agreement, attached hereto, for purposes of review by the DISTRICT.

THEREFORE, in respect of the mutual promises contained herein, the Parties agree as follows:

OBLIGATIONS OF THE FCSS

FCSS shall compensate and remit to COUNTY from the TIP fund to be held in the County School Service Fund, as provided herein, an amount equal to the cost of two (2) Deputy Probation Officers five (5) days per week, not to exceed, in aggregate, the maximum amount payable under this Agreement of One Hundred Thirty-Nine Thousand Six Hundred Eighty-Eight Dollars and 00/100 (\$139,688.00).

FCSS, or its designee, shall act as the central facilitator in the TIP program. FCSS shall have the power to terminate the Master Agreement for any reason as specified in the Master Agreement, and thereby release DISTRICT from this MOU from the date of termination of the Master Agreement.

OBLIGATIONS OF THE DISTRICT

DISTRICT shall contribute _____ Dollars (\$_____), which is DISTRICT'S portion of the cost of the TIP program.

FCSS shall invoice DISTRICT on a quarterly basis for actual cost of service as billed by Fresno County, and DISTRICT shall pay the fee within thirty (30) days of such invoice. Should DISTRICT payment not be made within thirty (30) days of said invoice, payment will be by automatic transfer approved by the FCSS from DISTRICT'S General Fund account to the TIP fund held in the County School Service Fund.

DISTRICT shall communicate to the FCSS any act as described in Section 4 of the Master Agreement that may be cause for termination of the Master Agreement. If FCSS terminates Master Agreement, DISTRICT shall contribute its prorated share of its contribution amount up to and including the date of termination.

TERM

This Agreement shall become effective on the 1st day of July 2018, and terminate on the 30th day of June, 2019.

This Agreement constitutes the entire agreement between FCSS and DISTRICT and supersedes all previous understandings regarding this Agreement.

The Parties have executed this Agreement on the day and year written below.

SUPERINTENDENT

Jim Yovino, Superintendent
Fresno County Schools

Date: _____

DISTRICT

_____, Superintendent

School District

Date: _____