

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of August, 2018 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the FRESNO UNIFIED SCHOOL DISTRICT, whose address is 2309 Tulare Street, Fresno, CA 93721, hereinafter referred to as "FUSD," for the purpose of working cooperatively to reduce and eliminate chronic absenteeism by continuing the Attendance Matters Program, hereinafter referred to as "AM."

W I T N E S E T H:

WHEREAS, the Fresno County District Attorney's Office and the Fresno Unified School District recognize the correlation between chronic school absenteeism and criminal activity, drug use, and incarceration, and therefore believe a coordinated multi-agency effort through an anti-truancy program will reduce school absenteeism; and

WHEREAS, the FUSD believes that a program targeting attendance will help decrease truancy and chronic absenteeism, increase instruction time, and raise financial revenue for the school district; and

WHEREAS, FUSD agrees to fund AM during the 2018-19 fiscal year; and

WHEREAS, FUSD desires the continued coordinated efforts of the District Attorney and Fresno Unified School District in AM; and

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

1. OBLIGATIONS OF FUSD:

FUSD shall:

A. Compensate and remit to COUNTY as provided herein, an amount equal to the cost of one (1) Deputy District Attorney (\$240,000);

B. Assist the Deputy District Attorney in identifying eight (8) elementary schools that will participate in AM;

C. Work with the Deputy District Attorney to provide technical and staff training to the school sites to implement AM;

- D. Send letters to the parents/guardians of students receiving six (6) unexcused absences, inviting them to the School Site Parent Group Conference. The AM school site is responsible for scheduling and presenting the attendance material and compact;
- E. Assign Child Welfare Attendance Specialists (CWAS) to work with and monitor families with children who have accrued six (6) or more unexcused absences and to refer these families to the DA Intervention Meeting (as defined in Section 2.B-4 below) if there is continued absenteeism;
- F. Assist the Deputy District Attorney in coordinating and scheduling DA Intervention Meetings;
- G. Create, with the assistance of the Deputy District Attorney, a master and individual calendar of Parent meetings and DA Intervention Meetings;
- H. Send Student Attendance Review Board (S.A.R.B.) letters to parents/guardians of the students whose attendance has not improved since the DA Intervention Meeting;
- I. Establish and implement a database for AM which will follow the progress of the students in the program and their families, including but not limited to the following: a) documentation of resources provided to such families; b) follow-up documentation on the outcome of the resources provided; c) dates of contacts made to such families; d) transfers, if any, students in the program; e) a student's attendance progress; and f) financial gain or loss relating to attendance.

2. OBLIGATIONS OF THE COUNTY:

- A. The Fresno County District Attorney shall assign one (1) Deputy District Attorney to work in partnership with FUSD to operate, manage, and direct the AM program on a full-time basis;
- B. The duties of the assigned Deputy District Attorney shall include, but are not limited to the following:
 - 1) The development of a system by which FUSD can advance chronic absentee cases properly under the applicable law, and so meet all requirements for potential truancy prosecution;
 - 2) The training of FUSD personnel regarding the legal requirements for truancy prosecution;

- 3) Attend the School Site Parent Group Conference meetings at four (4) identified elementary school sites designated by FUSD to educate parents/guardians of the purpose and goals of AM;
- 4) The Deputy District Attorney, upon receipt of a referral from the CWAS, will draft and send a letter to the parent/guardian of the student advising them to attend a DA Intervention Meeting to be held at the school site as follows: The following people would be invited to attend: 1) Deputy District Attorney, 2) school site administration, 3) CWAS, 4) parent/guardian and student. The Deputy District Attorney will inform the parent/guardian of the attendance laws, legal sanctions, key school contact personnel, and the family support agencies. The meeting shall address the root cause of the chronic absences and assist the family in resolving the issues. With the assistance of the elementary school site personnel the DA Intervention Meeting will further assist in improving the student(s) attendance. The Deputy District Attorney will keep track of DA Intervention attendance and will make attempts to reschedule one time for those who failed to attend the Meeting;
- 5) The Deputy District Attorney will be invited to attend the S.A.R.B. meeting for the AM program of parents/guardians of students who have not improved their attendance since the School Site Parent Group Conference and the DA Intervention Meeting;
- 6) Review cases that have not improved from the School Site Parent Group Conference, DA Intervention Meeting and S.A.R.B. and are deemed appropriate for prosecution by the District Attorney's Office;
- 7) Provide ongoing guidance to AM program participants regarding issues that relate to truancy and the law;
- 8) Work with FUSD to create and maintain a master and individual calendar of School Site Parent Group Conferences, DA Intervention Meetings and S.A.R.B. meetings for the designated school sites, FUSD and the Deputy District Attorney;

3. TERM:

This term of this Agreement shall run from July 1, 2018 through June 30, 2019, inclusive, unless sooner terminated as provided in this Agreement.

4. TERMINATION:

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

B. Breach of Contract – Either COUNTY or FUSD 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 FUSD. Neither shall continued provision of services by COUNTY impair or prejudice any remedy available to COUNTY with respect to the breach or default.

Upon any termination of this Agreement, COUNTY shall be compensated for all services provided to FUSD, up to and including the date of termination based upon a prorated amount: *i.e.* the total financial obligation of FUSD to COUNTY under this Agreement, as prorated, based upon amount of time that this Agreement is in effect compared to the total term of this Agreement.

5. COMPENSATION / INVOICING:

As compensation to COUNTY for the performance of its services under this Agreement, FUSD agrees to pay COUNTY and COUNTY agrees to receive compensation from FUSD on or after the dates of October 30, 2018 and January 1, April 1, and July 1, 2019, respectively, that amount indicated in the billing of the Fresno County Office of the District Attorney for AM program services provided to FUSD for those dates as set forth in this paragraph, however, not to exceed in aggregate the maximum amount payable under this Agreement of \$240,000.00. COUNTY shall invoice FUSD as noted in this section, addressed to: Department of Prevention and Intervention

1350 M Street Fresno, CA 93721. Payments by FUSD shall be made within 45 days of invoice for services provided by COUNTY.

6. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by COUNTY under this Agreement, it is mutually understood and agreed that COUNTY, including the assigned Deputy District Attorney, will at all times be acting and performing as an independent contractor, and shall be an employee of COUNTY and not an employee or agent of FUSD. Furthermore, FUSD shall have no right to control, supervise or direct the manner or method by which COUNTY shall perform its work and function. However, FUSD shall retain the right to administer this Agreement so as to verify that COUNTY is performing its obligations in accordance with the terms and conditions thereof.

FUSD and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

7. AMENDMENT:

This Agreement may only be amended if mutually agreed upon in writing by duly authorized representatives of the parties without affecting the remainder of this Agreement. This Agreement shall not be modified except by such a writing.

8. NON-ASSIGNMENT:

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

9. NO THIRD PARTY BENEFICIARIES:

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

10. HOLD HARMLESS:

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

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

11. INSURANCE:

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

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

12. AUDITS AND INSPECTIONS:

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

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

13. NOTICES:

The persons and their addresses having authority to give and receive notices under this

Agreement include the following:

COUNTY
District Attorney
2220 Tulare, Suite1000
Fresno, CA 93721

FRESNO UNIFIED SCHOOL DISTRICT
Superintendent
2309 Tulare Street
Fresno, CA 93721

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

14. GOVERNING LAW:

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

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

15. ENTIRE AGREEMENT:

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

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

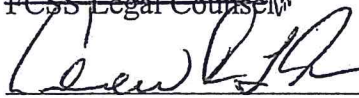
FRESNO UNIFIED SCHOOL DISTRICT


Ruth F. Quinto, Deputy Superintendent/CFO
Fresno Unified School District

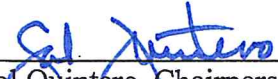
Date: 06/15/18

APPROVED AS TO LEGAL FORM:

~~FCSS Legal Counsel~~

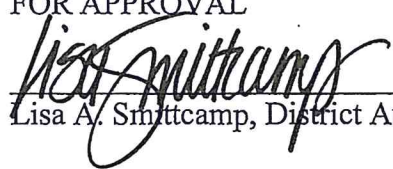

Andrew DeLaTorre,
Risk Management for FUSD

COUNTY OF FRESNO


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

Date: 8-7-18

REVIEWED & RECOMMENDED
FOR APPROVAL


Lisa A. Smittcamp, District Attorney

APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg, County Counsel

By Lindsay Beavers
Deputy

APPROVED AS TO ACCOUNTING FORM:
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer- Tax Collector

By Oscar J Garcia
Deputy

ATTEST:

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

By Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:

FUND: 0001
ORG: 28624000
SUBCLASS: 10000
ACCOUNT: 3575

Fresno Unified School District Contract Routing Form

Completed Independent Contractor Services Agreement must accompany this form

Board Approved
June 13, 2018
Agenda item A-12

Vendor Name: Fresno County District Attorney's Office 2220 Tulare Suite 1000 Fresno CA 93721
Address

(559) 600-4420 Jeff Dupras
Phone Number Vendor Contact

Term (Duration): 07/01/2018 through 6/30/2019
06/28/2019

FUSD Contract Administrator: Caine Christensen
Name

Prevention & Intervention 457-3940
Site/Department Telephone Number

Budget: 030-0640-0935-000-7200-5899
(Fund-Unit-Dept.-Activity-Object)

Annual Cost \$ \$ 240,000.00 (Contract will not be authorized to exceed this amount w/o BOE approval)

Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya School Safety Act" as required therein. ☒ Yes ☐ No

Scope of Work Summary:

Fresno County District Attorney's Office and Fresno Unified School District will coordinate efforts and work cooperatively to reduce and eliminate chronic absenteeism through the Attendance Matters Program. The program will target chronic absence and truancy to increase attendance rates and instruction time. Services include both preventative and intervention services.

Date Item is to appear on Board of Education Agenda:

06/13/2018

Reviewed & approved by Cabinet Level Officer:

Reviewed & approved by Director, Risk Management:

(Contracts of \$150,000.00 or more)
Signed [Signature] Date 5/9/18
Signed [Signature] Date 5/9/18

Please return signed contract to: Tanya Thomas, Secretary II Prevention & Intervention 457-3940
Name Department Telephone