

Fresno Unified School District Contract Approval Form

APPROVED
June 15, 2016
Agenda Item: A-9

Vendor Name: Fresno County DA's Office 2309 Tulare St. Fresno, Ca. 93721
Address

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

Term (Duration): 07/01/2016 through 06/30/2017

FUSD Contract Administrator: Ambra Dorsey
Name

Prevention and Intervention (559) 457-3360
Site/Department Telephone Number

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

Annual Cost \$ 200,000.00 (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" Act, as required therein. ☒ Yes ☐ No

Scope of Work Summary:

The duties of the assigned Deputy District Attorney are the following:

1. 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. Training of FUSD personnel regarding the legal requirements for truancy prosecution.
3. Participation in the school site parent group meetings at the eight designated elementary school sites (Lowell, Slater, King, Pyle, Jackson, Turner, Olmos, Wilson).
3. Attend the monthly SARB meeting for the Attendance Matters (AM) program.
4. Review cases that have not improved from the School Site Parent meeting from the eight designated elementary school sites and schedule DA Intervention mtgs. and follow up.

Date Item is to appear on Board of Education Agenda: 06/15/2016
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**

Reviewed & approved by **Director, Risk Management:**

[Signature] 6/6/16 *Signed Date*
[Signature] 6/3/16 *Signed Date*

Please return signed contract to: Caine Christensen Prevention & Intervention 457-3360
Name Department Telephone

A G R E E M E N T

THIS AGREEMENT is made and entered into this 1st day of July, 2016, 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 truancy by continuing the Attendance Matters Program, hereinafter referred to as "AM."

W I T N E S 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 a anti-truancy program will reduce school absenteeism; and

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

WHEREAS, FUSD agrees to fund AM during the 2016-17 fiscal year; and

WHEREAS, FUSD desires the continued coordinated efforts of the District Attorney and Fresno Unified School District in the anti-truancy program; 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 (\$200,000);

B. Assist the Deputy District Attorney in identifying eight (8) elementary schools that will participate in AM. The Deputy District Attorney may personally attend the School Site Parent Group Conference at these school sites. The Deputy District Attorney and FUSD will collaborate to provide the most effective schedule for the Deputy District Attorney to facilitate the goals of AM.

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

D. 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;

E. Send letters to the parents/guardians of the students receiving six (6) unexcused absences, inviting them to the School Site Parent Group Conference;

F. Provide Child Welfare Attendance Specialists (CWAS) to work with and monitor families with children who have accrued six (6) or more unexcused absences.

G. Send Student Attendance Review Board (S.A.R.B.) letters to the parents/guardians of the students whose attendance had not improved since the "DA Intervention meeting" (as defined hereinbelow). The S.A.R.B. letter may also be used for the other elementary school sites that are not in the AM program but whose students meet the criteria of truancy by law. The follow up for those students would be the obligation of FUSD.

H. Create, with the assistance of the Deputy District Attorney, a master and individual calendar of Parent meetings and DA Intervention meetings.

2. OBLIGATIONS OF THE COUNTY:

A. The Fresno County District Attorney shall assign one (1) Deputy District Attorney 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) Participation in School Site Parent Group Conference meetings at the eight (8) elementary school sites designated by FUSD. Informing the parents/guardians of students identified as chronic absentees of the AM program of attendance laws, legal sanctions, key school contact personnel, and family support agencies.
 - 4) The Deputy District Attorney, after eight (8) unexcused absences 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 (“DA Intervention Meeting”): The following people would be invited to attend: 1) Deputy District Attorney, 2) school site administration, 3) CWAS, 4) parent/guardian and students. 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 to 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.
 - 5) The Deputy District Attorney will attend the monthly S.A.R.B. meeting for the AM program for the 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 advice and 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, 2016 through June 30, 2017, inclusive, unless sooner terminated as provided in this Agreement.

4. TERMINATION:

A. Without Cause – Either party 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 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, 2016 and January 1, April 1, and July 1, 2017, 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 \$200,000.00. 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. MODIFICATION:

Any modifications to this Agreement requested either by COUNTY or FUSD may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto 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, or 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 Auditor General 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

Lisa A. Smittcamp
District Attorney
2220 Tulare, Suite 1000
Fresno, CA 93721

FRESNO UNIFIED SCHOOL DISTRICT

Michael E. Hanson
Fresno Unified School District
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 understanding of any nature whatsoever unless expressly included in this Agreement.

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

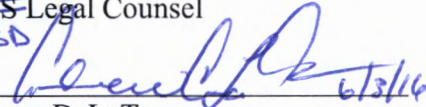
FRESNO UNIFIED SCHOOL DISTRICT


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

Date: 06/22/16

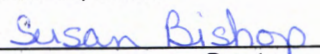
APPROVED AS TO LEGAL FORM:

~~ECSS~~ Legal Counsel

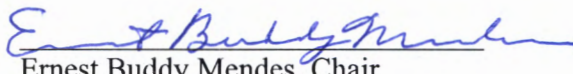

Andrew DeLaTorre,
Risk Management for FUSD

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 
Deputy

COUNTY OF FRESNO


Ernest Buddy Mendes, Chair
Board of Supervisors

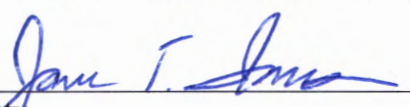
Date: 8-23-2016

REVIEWED & RECOMMENDED
FOR APPROVAL


Lisa A. Smittcamp, District Attorney

APPROVED AS TO LEGAL FORM:

Daniel C. Cederborg, County Counsel

By 
Deputy

APPROVED AS TO ACCOUNTING FORM:

Vicki Crow, CPA

Auditor-Controller/Treasurer- Tax Collector

By 
Deputy

FOR ACCOUNTING USE ONLY:

FUND: 0001
ORG: 2860
SUBCLASS: 10000
ACCOUNT: 3575