

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated November 18, 2025 and is between County of Fresno, a political subdivision of the State of California ("County"), and Fresno County Superintendent of Schools, a political subdivision of the State of California/a California Educational Organization, ("FCSS").

Recitals

7 A. The County, through its Probation Department (“Probation Department”), recognizes the
8 correlation between chronic school absenteeism and criminal activity, drug use and
9 incarceration, and believes a coordinated effort through an anti-truancy program will reduce
10 school absenteeism.

11 B. The Truancy Intervention Program (“TIP”) is a collaborative effort involving FCSS and
12 the following school districts and educational entities: Caruthers Unified School District,
13 Coalinga-Huron Unified School District, Firebaugh-Las Deltas Unified School District, Golden
14 Plains Unified School District, Kerman Unified School District, Laton Unified School District,
15 Mendota Unified School District, Orange Center Elementary School District, Pacific Union
16 Elementary School District, Raisin City Elementary School District, Sanger Unified School
17 District, Sierra Unified School District, Washington Colony Elementary, Washington Unified
18 School District, and the FCSS’s Violet Heintz Education Academy, each of which may be
19 referred to individually as a “District” and collectively as “Districts”.

20 C. FCSS and the representative Districts believe that the continued funding of TIP will help
21 to decrease truancy, improve attendance, increase learning opportunities, and raise financial
22 revenue for school districts throughout Fresno County.

D. FCSS has obtained separate agreements with the representative Districts to fund TIP.

24 E. Since the 2006-2007 school year, the Probation Department has provided Deputy
25 Probation Officers (DPOs) to support TIP.

26 F. Beginning the 2018-2019 school year, County was unable to fund sufficient DPO
27 positions for the purpose of continuing coordinated efforts in TIP. FCSS provided partial funding
28 to cover the costs of providing such services.

G. FCSS wishes to continue an agreement to receive services from the Fresno County Probation Department (“Probation”) for TIP, and is willing to provide partial funding for that purpose.

H. County is able to fund the remaining costs for two (2) DPOs with Juvenile Justice Crime Prevention Act (“JJCPA”) funds.

The parties therefore agree as follows:

Article 1

County's Responsibilities

1.1 **General Probation Services.** County shall assign two (2) DPOs on a full-time basis to be responsible for supporting TIP at school sites within the Districts, as determined by mutual written agreement of FCSS and County's Chief Probation Officer, while this Agreement is in effect and in force.

The performance of general probation services, including the standards of performance, the discipline of officers, and all other matters incident to the performance of probation services and the control of probation personnel shall be the right and responsibility of County. In the case of dispute between the parties as to the extent or duties to be rendered under this Agreement, of the minimum level or manner of such performance of such services, the determination made by the County, through County's Chief Probation Officer, or designee, shall be final and conclusive.

1.2 Scope of Services. The County shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

1.3 **Meetings.** County shall make every effort to provide a DPO to attend and participate in School Attendance Review Board (“SARB”) proceedings.

1.4 **Representation.** The County represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.5 Compliance with Laws. The County shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

FCSS's Responsibilities

2.1 FCSS shall compensate and remit payment to County as provided in Article 3.

2.2 FCSS shall enter into and maintain at its place of business a separate Memorandum of Understanding (MOU) with each District, establishing that District's financial contribution to the TIP fund. FCSS shall timely facilitate and be responsible for obtaining each District's financial contribution to the TIP fund. FCSS shall also be responsible for the timely transfer of each District's financial contribution into the TIP fund. A summary of each District's contribution to the TIP fund is set forth in Exhibit B, attached and incorporated by this reference. An example of the MOU between FCSS and each District is set forth in Exhibit C attached and incorporated by this reference.

Article 3

Compensation, Invoices, and Payments

3.1 FCSS agrees to pay, and the County agrees to receive, compensation for the performance of its services under this Agreement as described in this section. If the Agreement is extended beyond the first year, compensation shall increase by four percent (4%) for each subsequent year, for general operating cost increases, including salaries and benefits. For the first year of this Agreement, FCSS shall compensate County in the amount of One Hundred Fifty-Four Thousand Six Hundred Five Dollars (\$154,605), in four (4) payments of Thirty-Eight Thousand Six Hundred Fifty-One and 25/100 Dollars (\$38,651.25), paid on or about the dates of the 1st of the month following agreement execution, January 1, March 1 and June 1. If extended for the second year of this Agreement, FCSS shall compensate County in the amount of One Hundred Sixty Thousand Seven Hundred Eighty-Nine Dollars (\$160,789), in four (4) payments of Forty Thousand, One Hundred Ninety-Seven and 25/100 Dollars (\$40,197.25), paid on or about the dates of October 1, January 1, March 1 and June 1. If extended for the third year of this Agreement, FCSS shall compensate County in the amount of One Hundred Sixty-Seven Thousand Two Hundred Twenty-One Dollars (\$167,221), in four (4) payments of Forty-One

Thousand, Eight Hundred Five and 25/100 Dollars (\$41,805.25), paid on or about the dates of October 1, January 1, March 1 and June 1.

3.2 **Maximum Compensation.** In no event shall the maximum compensation amount payable to County under this Agreement if extended for the two (2) additional years under Section 4.2 exceed Four Hundred Eighty-Two Thousand, Six Hundred Fifteen Dollars (\$482,615). FCSS acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law.

3.3 **Invoices.** County shall submit quarterly invoices to FCSS addressed to: Superintendent/Chief Business Officer, 1111 Van Ness Avenue, Fresno, CA 93721. County shall submit each invoice within 30 days after the quarter in which County performs services and in any case within 30 days after the end of the term or termination of this Agreement.

If there are any periods during the term of this Agreement in which services are not provided, FCSS will not receive an invoice for these specified periods of time, upon mutual written agreement of FCSS and County's Chief Probation Officer or designee.

3.4 Payment. FCSS shall pay each correctly completed and timely submitted invoice within 45 days after receipt. FCSS shall remit any payment to the County's address specified in the invoice.

3.5 Incidental Expenses. The County is solely responsible for all of its costs and expenses that are not specified as payable by the FCSS under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is retroactively effective on July 1, 2025, and terminates on June 30, 2026, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two (2), one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The County's Chief Probation Officer, or designee, is authorized to sign the written approval on behalf of the County. The extension of this Agreement

1 by the County and FCSS is not a waiver or compromise of any default or breach of this
2 Agreement by the FCSS existing at the time of the extension whether or not known to the
3 County.

4 **Article 5**

5 **Notices**

6 **5.1 Contact Information.** The persons and their addresses having authority to give and
7 receive notices provided for or permitted under this Agreement include the following:

8 **For the County:**
9 Chief Probation Officer
10 County of Fresno
11 Probation Department
12 3333 E. American Ave, Suite B
13 Fresno, CA 93725
14 ProbationContracts@fresncountyca.gov

15 **For the Contractor:**
16 Superintendent
17 Fresno County Superintendent of Schools
18 1111 Van Ness Avenue
19 Fresno, CA 93721
20 [Email Address]

21 **5.2 Change of Contact Information.** Either party may change the information in section
22 5.1 by giving notice as provided in section 5.3.

23 **5.3 Method of Delivery.** Each notice between the County and the Contractor provided
24 for or permitted under this Agreement must be in writing, state that it is a notice provided under
25 this Agreement, and be delivered either by personal service, by first-class United States mail, by
26 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
Document Format (PDF) document attached to an email.

27 (A) A notice delivered by personal service is effective upon service to the recipient.

28 (B) A notice delivered by first-class United States mail is effective three County
29 business days after deposit in the United States mail, postage prepaid, addressed to the
30 recipient.

31 (C) A notice delivered by an overnight commercial courier service is effective one
32 County business day after deposit with the overnight commercial courier service,

1 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
2 the recipient.

3 (D) A notice delivered by telephonic facsimile transmission or by PDF document
4 attached to an email is effective when transmission to the recipient is completed (but, if
5 such transmission is completed outside of County business hours, then such delivery is
6 deemed to be effective at the next beginning of a County business day), provided that
7 the sender maintains a machine record of the completed transmission.

8 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
9 nothing in this Agreement establishes, waives, or modifies any claims presentation
10 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
11 of Title 1 of the Government Code, beginning with section 810).

12 Article 6

13 Termination and Suspension

14 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
15 contingent on the approval of funds by the appropriating government agency. If sufficient funds
16 are not allocated, then the County, upon at least 30 days' advance written notice to the FCSS,
17 may:

18 (A) Modify the services provided by the County under this Agreement; or
19 (B) Terminate this Agreement.

20 6.2 **Termination for Breach.**

21 (A) Upon determining that a breach (as defined in paragraph (C) below) has
22 occurred, either the County or FCSS may give written notice of the breach to the other
23 party. The written notice may suspend performance under this Agreement, and must
24 provide at least 30 days for the other party to cure the breach.

25 (B) If the County or FCSS fails to cure the breach to the other party's satisfaction
26 within the time stated in the written notice, the County or FCSS may terminate this
27 Agreement immediately.

28 (C) For purposes of this section, a breach occurs when the County or FCSS has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 Termination without Cause. In circumstances other than those set forth above, the County or FCSS may terminate this Agreement by giving at least 30 days advance written notice to the other party.

6.4 No Penalty or Further Obligation. Any termination of this Agreement by the County or FCSS under this Article 6 is without penalty to or further obligation of the County or FCSS.

Article 7

Independent Contractor

7.1 **Status.** In performance of the work, duties, and obligations assumed by County under this Agreement, it is mutually understood and agreed that County, including any and all of the County's officers, agents, employees, and volunteers, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of FCSS. However, FCSS shall retain the right to administer this Agreement so as to verify that County is performing its obligation in accordance with the terms and conditions thereof.

7.2 Verifying Performance. FCSS shall have no right to control, supervise, or direct the manner or method of the County's performance under this Agreement, but FCSS may verify that the County is performing according to the terms of this Agreement. FCSS and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters on the subject thereof.

7.3 **Benefits.** The parties shall be solely liable and responsible for providing to, or on behalf of, their employees all legally-required employee benefits. In addition, parties shall be solely responsible and save the other party harmless from all matters relating to the payment of each party's employees, including compliance with Social Security withholding and all related

regulations. Because if its status as an independent contractor, the County has no right to employment rights or benefits available to FCSS employees.

7.4 Services to Others. The parties acknowledge that, during the term of this Agreement, the County may provide services to others unrelated to FCSS.

Article 8

Indemnity and Defense

8.1 **Indemnity.** FCSS shall indemnify and hold harmless, and at County's request, defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, FCSS, or any third party that arise from or relate to the performance or failure to perform by FCSS (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the FCSS's obligation to indemnify and hold harmless or defend the County.

County shall indemnify and hold harmless, and at FCSS's request, defend FCSS (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to FCSS, County, or any third party that arise from or relate to the performance or failure to perform by County (or any of its officers, agents, subcontractors, or employees) under this Agreement. FCSS may conduct or participate in its own defense without affecting the County's obligation to indemnify and hold harmless or defend FCSS.

In the event of concurrent negligence on the part of County or any of its officers, agents or employees, and FCSS or any of its officers, agents, or employees, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified thereafter.

8.2 Survival. This Article 8 survives the termination or expiration of this Agreement.

Article 9

Insurance

9.1 FCSS and County shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 Inspection of Documents. FCSS shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of FCSS's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. FCSS shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the FCSS's compliance with the terms of this Agreement.

10.2 State Audit Requirements. If the compensation to be paid by the County under this Agreement exceeds \$10,000, FCSS is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

10.3 Public Records. The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that FCSS may provide to the County. The County's public disclosure of this Agreement or any record or data that FCSS may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that FCSS may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that FCSS may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that FCSS may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) (“CPRA”).

(E) This Agreement, and any record or data that FCSS may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that FCSS may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

10.4 Public Records Act Requests. If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the FCSS's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the FCSS deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the FCSS. Within five business days after the County's demand, FCSS shall (a) deliver to the County all of the requested records that are in FCSS's possession or control, together with a written statement that FCSS, after conducting a diligent search, has produced all requested records that are in the FCSS's possession or control, or (b) provide to the County a written statement that FCSS, after conducting a diligent search, does not possess or control any of the requested records. FCSS shall cooperate with the County with respect to any County demand for such records. If FCSS wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the

1 County and assert the exemption by citation to specific legal authority within the written
2 statement that it provides to the County under this section. FCSS's assertion of any exemption
3 from disclosure is not binding on the County, but the County will give at least ten (10) days'
4 advance written notice to FCSS before disclosing any record subject to the FCSS's assertion of
5 exemption from disclosure. FCSS shall indemnify the County for any court-ordered award of
6 costs or attorney's fees under the CPRA that results from the FCSS's delay, claim of exemption,
7 failure to produce any such records, or failure to cooperate with the County with respect to any
8 County demand for any such records.

9 **Article 11**

10 **Disclosure of Self-Dealing Transactions**

11 **11.1 Applicability.** This Article 11 applies if FCSS is operating as a corporation, or
12 changes its status to operate as a corporation.

13 **11.2 Duty to Disclose.** If any member of FCSS's board of directors is party to a self-
14 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-
15 Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the
16 County before commencing the transaction or immediately after.

17 **11.3 Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
18 a party and in which one or more of its directors, as an individual, has a material financial
19 interest.

20 **Article 12**

21 **General Terms**

22 **12.1 Modification.** Except as provided in Article 6, "Termination and Suspension," this
23 Agreement may not be modified, and no waiver is effective, except by written agreement signed
24 by both parties. FCSS acknowledges that County employees have no authority to modify this
25 Agreement except as expressly provided in this Agreement.

26 **12.2 Non-Assignment.** Neither party may assign its rights or delegate its obligations
27 under this Agreement without the prior written consent of the other party.

1 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. FCSS consents to California jurisdiction for actions arising from or related to
5 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
6 and maintained in Fresno County.

7 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 12.8 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
18 intent.

19 12.9 **Nondiscrimination.** During the performance of this Agreement, FCSS shall not
20 unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

25 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
26 of the Contractor under this Agreement on any one or more occasions is not a waiver of
27 performance of any continuing or other obligation of FCSS and does not prohibit enforcement
28 by the County of any obligation on any other occasion.

1 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
2 between FCSS and the County with respect to the subject matter of this Agreement, and it
3 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature unless those things are expressly included in
5 this Agreement. If there is any inconsistency between the terms of this Agreement without its
6 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
7 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
8 exhibits.

9 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
10 create any rights or obligations for any person or entity except for the parties.

11 12.13 **Authorized Signature.** FCSS represents and warrants to the County that:

12 (A) FCSS is duly authorized and empowered to sign and perform its obligations
13 under this Agreement.

14 (B) The individual signing this Agreement on behalf of FCSS is duly authorized to do
15 so and his or her signature on this Agreement legally binds FCSS to the terms of this
16 Agreement.

17 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
18 electronic signature as provided in this section.

19 (A) An “electronic signature” means any symbol or process intended by an individual
20 signing this Agreement to represent their signature, including but not limited to (1) a
21 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
22 electronically scanned and transmitted (for example by PDF document) version of an
23 original handwritten signature.

24 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
25 equivalent to a valid original handwritten signature of the person signing this Agreement
26 for all purposes, including but not limited to evidentiary proof in any administrative or
27 judicial proceeding, and (2) has the same force and effect as the valid original
28 handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

12.15 Counterparts. This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 FRESNO COUNTY SUPERINTENDENT OF COUNTY OF FRESNO
3 SCHOOLS

4  Dr. Michele Cantwell-Copher, Superintendent

5  Ernest Buddy Mendes, Chairman of the
6 Board of Supervisors of the County of Fresno

7 1111 Van Ness Avenue
8 Fresno, CA 93721

9 Attest:
10 Bernice E. Seidel
11 Clerk of the Board of Supervisors
12 County of Fresno, State of California

13 By: 
14 Deputy

15 For accounting use only:

16 Org No.: 34300280
17 Account No.: 4895
18 Fund No.: 0001
19 Subclass No.: 10000

Exhibit A

Scope of Services

- I. **Service Description.** The DPOs works under the direct supervision of the Probation Department. The duties of the assigned DPOs shall be, but are not limited to, the following:
 1. Support the TIP system, as developed by the Districts and the Probation Department.
 2. Participation in the training of school district personnel regarding the TIP procedure and instruction in meeting the legal requirements of compulsory education.
 3. Participation in school site meetings with the parents/guardians of students who have been identified as chronic absentees, to notify them of the TIP program, attendance laws, legal sanctions, key school contact personnel, and family support agencies.
 4. Participation in the school's SARB meetings with parents/guardians when possible.
 5. Attend meetings and follow-up with students and parents/guardians regarding compliance with SARB recommendations.
 6. Participation in the mid-year and year-end meeting with all TIP participants regarding program status and recommendations for improvement.
 7. Respond 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.
 10. Making home visits, accompanied by a District employee, to families with children who are at risk of truancy.
- II. **Service Locations.** County shall assign two (2) DPOs on a full-time basis to be responsible for supporting TIP at school sites within the districts listed below, as determined by mutual agreement of FCSS and County's Chief Probation Officer.

Exhibit A

1 Sites may be modified through mutual agreement between FCSS and County's Chief
2 Probation Officer.

3 1. Caruthers Unified School District, Coalinga-Huron Unified School District,
4 Firebaugh-Las Deltas Unified School District, Golden Plains Unified School
5 District, Kerman Unified School District, Laton Unified School District,
6 Mendota Unified School District, Orange Century Elementary School District,
7 Pacific Union Elementary School District, Sanger Unified School District,
8 Sierra Unified School District, Washington Colony Elementary, Washington
9 Unified School District, and the FCSS's Violet Heintz Education Academy

10 **III. Hours of Operation.** DPOs shall be available Monday through Friday from 8 AM to
11 5 PM to provide services during normal school hours. Probation shall ensure
12 appropriate notification is given to FCSS and Districts if assigned DPO is not
13 available due to leave or mandatory Probation training. DPO participation in special
14 events occurring after school hours at the request of FCSS and Districts shall be
15 reviewed and approved by the DPO's Supervisor.

16 **IV. Data Collection and Outcomes Measurement.** FCSS and Districts and County
17 shall work collaboratively together to develop and implement data collection and
18 outcome measurements, and may adjust such data and outcomes periodically
19 throughout the duration of the Agreement, as needed, to best measure the
20 effectiveness of the services as determined by FCSS and Districts, and County.

21 1. County will provide monthly statistics to the FCSS representative by the
22 15th of the month for the prior month's services.

Exhibit B

Truancy Intervention Program

FINANCIAL OBLIGATIONS OF THE PARTICIPATING SCHOOL DISTRICTS AND COUNTY SUPERINTENDENT

Fresno County school districts and educational entities participating in the Truancy Intervention Program (“TIP”) have agreed to contribute the following amounts to fund TIP:

	2025-2026
Fresno County Superintendent of Schools	\$20,000.00
Caruthers Unified School District	\$5,057.08
Coalinga-Huron Unified School District	\$16,162.19
Firebaugh-Las Deltas Unified School District	\$8,525.82
Golden Plains Unified School District	\$7,084.31
Kerman Unified School District	\$17,994.01
Laton Unified School District	\$2,619.76
Mendota Unified School District	\$10,860.57
Orange Center Elementary School District	\$2,168.58
Pacific Union Elementary School District	\$3,614.30
Raisin City Elementary School District	\$3,614.30
Sanger Unified School District	\$41,936.88
Sierra Unified School District	\$3,500.00
Washington Colony Elementary	\$1,631.28
Washington Unified School District	\$9,835.92
TOTAL	\$154,605

Changes to contribution amounts on this Exhibit B may be adjusted by the Fresno County school districts as long as these changes do not result in a change to the total maximum compensations under Article 3 of this Agreement.

If the agreement is extended for the second and third years, FCSS shall provide the rest of the Fresno County school districts and education entities with an updated breakdown for each year extended.

Exhibit C

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 County of Fresno 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.

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 for five (5) days per week, not to exceed, in aggregate, the maximum amount payable under this Agreement of _____ Dollars.

FCSS, or their 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 Memorandum of Understanding (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 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

Exhibit C

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 2025, and terminate on the 30th day of June 2026.

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

DISTRICT

Dr. Michele Cantwell-Copher,
Superintendent or
Authorized Designee
Fresno County Schools

_____, Superintendent
_____, School District

Date: _____

Date: _____

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the FCSS or any third parties, FCSS, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. FCSS shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the FCSS's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

If FCSS is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the FCSS signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the FCSS has waived its right to recover from the County, its officers, agents, employees,

Exhibit D

and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the FCSS's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, FCSS shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, FCSS shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, FCSS shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of FCSS or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If FCSS has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, FCSS shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** FCSS waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. FCSS is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but FCSS's waiver of subrogation under this paragraph is effective whether or not FCSS obtains such an endorsement.

(F) **County's Remedy for Contractor's Failure to Maintain.** If FCSS fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon

Exhibit D

the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to FCSS. The County may offset such charges against any amounts owed by the County to FCSS under this Agreement.

(G) **Subcontractors.** FCSS shall require and verify that all subcontractors used by FCSS to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize FCSS to provide services under this Agreement using subcontractors.

Exhibit E

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno (“County”), members of a contractor’s board of directors (“County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.”

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit E

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	