

**AGREEMENT FOR DEPUTY PROBATION OFFICER
ASSIGNED AS A SCHOOL-BASED PROBATION OFFICER**

This agreement entered into July 1, 2018, between the **Mt. Diablo Unified School District**, hereinafter referred to as "DISTRICT" and the **Contra Costa County Probation Department**, hereinafter referred to as "DEPARTMENT," who agree as follows:

1. Terms of Agreement. This agreement shall be effective as of July 1, 2018, and shall remain in effect until June 30, 2019. Terms will be renegotiated annually.
2. Goals and Objectives: It is understood and agreed that DEPARTMENT and DISTRICT officials share the following goals and objectives with regard to the Deputy Probation Officer (DPO):
 - a. To foster educational programs and activities that will increase students knowledge of and respect for the law and the function of law enforcement agencies using the DPO for instruction, presentation, and counseling as required;
 - b. To make a peace officer available to serve as a mentor and role model for students;
 - c. To act and swiftly and cooperatively with law enforcement personnel and school administration staff as dictated by the California Penal Code (830.5 subsection 5) for Probation/Peace Officer duties when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct, trespassers, the possession and use of weapons on campus, the illegal sale, use and distribution of controlled substances and alcohol, gang activity, and riots;
 - d. To act as an integral part of the campus Crisis Response Team, and to review and give input regarding the School Safety Plan;
 - e. To report serious crimes that occur on campus and to cooperate with law enforcement officials in the investigation of crimes that occur at school;
 - f. To cooperate with law enforcement officials in the investigations of criminal offenses which occur off campus but within the surrounding community and;
 - g. To work cooperatively to reduce the incidence of student truancy.
3. Scope of Service. During the term of this agreement, the DEPARTMENT agrees to employ DPO as described in paragraph 5.
4. Additional Campus Probation Officer. At the request of the DISTRICT, the DEPARTMENT "may" employ and assign DPOs in addition to those allocated pursuant to paragraph 3. Such assignments, the duties of DPOs so assigned, and compensation of the officer(s) shall be the subject of annual renegotiation of this contract.

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5. Assignments. The DEPARTMENT will assign two DPOs; one DPO to Mt. Diablo High School one DPO to Ygnacio Valley High School.
6. Employment. The DPO is an employee of the Contra Costa County Probation Department and remains subject to the administration, supervision and control of the DEPARTMENT. The DPO is subject to all personnel policies and practices of the DEPARTMENT and the County of Contra Costa.
7. Employment Costs. The DEPARTMENT agrees to provide and to pay the DPO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the DEPARTMENT and Memorandum of Understandings negotiated with recognized employee organizations.
8. Compensation. The DISTRICT agrees to pay for needed campus DPO equipment, supplies, and workspace as described in paragraph 15.
9. Employment Practices. The DEPARTMENT and DISTRICT, by execution of this agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.
10. Supervision and Control. The DEPARTMENT, in its sole discretion, shall have the power and authority to hire, assign, discharge and discipline the DPO. District staff may participate with Department staff in review and determination of DPO school placement/assignment as described in paragraph 5.
 - a. As an employee of the DEPARTMENT, the DPO shall follow the chain of command, reporting first to the assigned supervisor as prescribed by the DEPARTMENT.
 - b. In the performance of his/her duties, the DPO shall coordinate and communicate with the principal or the principal's designee of the school to which he/she is assigned.
11. Hours of Work.
 - a. The DPO will ordinarily work Monday through Friday. The DEPARTMENT receives the right to alter this schedule based on "MOU" agreements as previously established with employee organizations, Contra Costa County, and mandates directed by the Superior Court.
 - b. Specific DPO campus workday schedules will be established by agreement of the DPO Supervisor and the Principal.
 - c. For school vacations, holidays, and other times when school is not in session and/or his/her presence is not required on campus, the DPO will report to the DEPARTMENT.
 - d. The DPO will be assigned to the appropriate school handling programs during summer school, and report to the DEPARTMENT when summer school is not in session.

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12. Absences. In the event the DPO is absent from work when school is in session, the DPO shall notify both his/her supervisor in the DEPARTMENT and the Principal (or designee) of the school to which the DPO is assigned. The DEPARTMENT will make reasonable efforts not to re-assign the DPO when school is in session. The DISTRICT recognizes that there will be times when the DPO is necessarily absent from campus, including but not limited to staffing shortages, emergencies, mandated court functions and training. Under such circumstances, and as availability may dictate, DPOs at other designated district school sites may be utilized by the DEPARTMENT to support the absent school site. The DISTRICT also recognizes that the DPO may express his/her right to transfer from the DPO assignment, per existing DEPARTMENT policy and MOUs between Contra Costa County and the effected labor organization.
13. Additional Assignments.
- a. For extra-curricular activities closely related to the duties of the DPO, the DPO may flex his/her hours beyond the normal working hours with the authorization of his/her supervisor.
 - b. Should the DISTRICT desire the DPO to attend functions outside of normal school hours, which are not closely associated with his/her duties, such as dances, sporting events, etc., the DPO Supervisor may authorize adjusting DPO hours in order to provide coverage and support of such school activities. The DISTRICT retains sole responsibility and authority to determine and fulfill school site security needs.
14. Equipment, Supplies, and Work Space.
- a. Safety Equipment. The DEPARTMENT agrees to make available safety equipment as prescribed by department policy for each DPO.
 - b. Motor Vehicles. The DEPARTMENT shall provide each DPO with access to a vehicle as prescribed by department policy. If not utilizing a county vehicle, DPOs may receive mileage reimbursement for utilization of private vehicle as prescribed by department policy.
 - c. Computers. The DEPARTMENT shall provide the DPO with access to department and law enforcement programs and networks as prescribed by department policy. The DISTRICT agrees to provide to each campus DPO access to the district email system and such other computerized systems as are specifically authorized in writing by the designated district office level administrator responsible, but only to the extent necessary to carry out the purposes of this agreement, and only to the extent privacy or other laws are not compromised.
 - d. Telecommunications. The DEPARTMENT agrees to supply the DPO with a cellular phone. The DISTRICT agrees to furnish an on campus telephone instrument and dedicated telephone line for business use by the DPO. The DISTRICT agrees to furnish a facsimile machine or make a facsimile machine available on each campus for DPO use.
 - e. Radio Communications. If the DISTRICT operates a radio network for staff or security at the campus to which the DPO is assigned, the DISTRICT agrees to furnish the DPO with a transceiver with that capability.
 - f. Supplies. The DISTRICT agrees to provide each DPO with the usual and customary office supplies and forms required in the performance of their

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- duties. The DEPARTMENT agrees to supply each DPO with specialized law enforcement/court/departments forms.
- g. Workspace. The DISTRICT agrees to provide each DPO with a private office accessible to the students on campus and equipped with suitable seating, work surface, and secure storage. The DISTRICT agrees to provide such workspace that will not infringe upon a DPO/minors right to confidentiality in probation manners.
15. Student Records.
- a. The DISTRICT shall allow the DPO to inspect and copy any pupil records maintained by the school including yearbooks and student directory information as defined in Education Code 49061.
 - b. If information in a student's cumulative or other confidential record is needed in an emergency to protect the health or safety of the student or other individuals, the District shall disclose to the DPO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
 - c. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a court order, or by written authorization of the parent/guardian.
 - d. The DEPARTMENT and the DPO will comply with policies of the DISTRICT relative to release of student information. Also refer to the attached Guidelines for Working With Probation Peace Officers and Exchanging Student Information.
16. Applicable Laws. The DEPARTMENT provides the services specified herein in accordance with any applicable federal and state statutes, regulations, and directives.
17. The DISTRICT shall indemnify, defend and hold harmless the DEPARTMENT, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of the DISTRICT, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the DISTRICT, regardless of whether caused in part by a party indemnified hereunder.
18. The DEPARTMENT shall indemnify, defend and hold harmless the DISTRICT, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of the DEPARTMENT, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the DEPARTMENT, regardless of whether caused in part by a party indemnified hereunder.

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19. Termination. Either party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other party.
20. Amendments. No modification or amendment to this agreement shall be valid unless it is set forth in writing and is signed by the parties thereto.
21. Entire Agreement. This contract constitutes the entire agreement between the DISTRICT and the DEPARTMENT regarding the subject matter of this contract.
22. Time. Time is of the essence in each and all provisions of this Agreement.
23. Notices. Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

TO DISTRICT
Mt. Diablo Unified School District
1936 Carlotta Dr.
Concord, CA 94519

TO DEPARTMENT
CCC Probation Department
50 Douglas Drive # 200
Martinez, CA. 94553

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Dr. Nellie Meyer, Superintendent of Schools

CONTRA COSTA COUNTY PROBATION

By: Todd Billeci Date: 7/20/18
Todd Billeci, Chief Probation Officer

**Mount Diablo Unified School District
Guidelines for
Working with Probation Peace Officers
And
Exchanging Student Information**

Access to School Grounds

The authority of Peace Officers extends to all schools in California (Penal Code Section 830). Peace Officers do not need permission to enter school grounds, and school officials must not hinder or resist Peace Officers in carrying out their duties on school grounds (Penal Code Section 148).

Deputy Probation Officers have Peace Officer authority as specifically outlined in Penal Code Section 830.5; wherein, while engaged in the performance of their duties, the following additionally applies:

- Throughout the State of California;
- To conditions of probation by any person in this state while active on probation;
- To violations of probation by any penal provision of law which are discovered while performing the usual or authorized duties of his/her employment;
- To rendering of mutual aid to any other law enforcement agency.

Contra Costa County Probation Department policy requires all Deputy Probation Officers to carry department designated identification while on duty. While not required per Penal Code Section 830 above, all Deputy Probation Officers are directed by department policy to identify themselves to school administration when entering upon a school campus.

Taking A Minor Into Custody

W & I Code Section 625 gives Peace Officers the power to take a minor into custody under the age of 18 without a warrant if there is reasonable cause to believe such person is a minor described in W & I Code Sections 601 and 602. The fact that the minor is at school does not limit the authority given to the Peace Officer. Notification to parents of the release of a minor to a Peace Officer is required (Education Code Section 48906). School Officials and Peace Officers should work together to insure that appropriate notice is provided.

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While Deputy Probation Officers have California authority to act per W&I Code Sections as stated above, Contra Costa County Probation Department policy additionally directs the following:

- Deputy Probation Officer must have reasonable cause to believe that the juvenile/probationer has violated a law, has violated a term or condition of probation, has runaway or has a verified outstanding warrant.
- While Deputy Probation Officer arrests should normally gain supervisory planning and approval, exceptions effecting immediate arrests are in situations where the Probation Officer has reasonable cause to believe that the juvenile/probationer to be arrested is actually engaged in the attempt or has actually committed an offense, and the situation is considered to be an immediate emergency or threat to school/community safety, or the safety of the juvenile.
- Any arrest of a juvenile/probationer on a school campus should be made in accordance with school policy.
- Arrests of juveniles/probationers, if at all possible, should not be made on campus.
- Arrests of juveniles/probationers by Deputy Probation Officers should only be made with the presence of a law enforcement officer or additional Deputy Probation Officers. If not with a law enforcement officer, notification of such arrest is to be made with the local Police Agency.
- School clearance and parent notification is required on any arrest of a juvenile/probationer and their subsequent removal from campus.

Search and Seizure Standards

California's "Right to Safe Schools" provision of the state constitution, states: "All students and staff of primary, elementary, junior high and senior high schools have the inalienable right to attend campuses which are safe, secure and peaceful." In order to balance individual rights with school safety, it's important to understand their relationship with search and seizure laws.

Compulsory education laws compel students to attend school, and the law requires parents to send their children to school. Students have a "constitutional" guarantee to a safe, secure and peaceful school environment. Thus, school officials are bound with the responsibility to create safe school conditions at an environment in which students are not free to leave.

Upon knowledge that a violation of law has occurred or that staff and student safety are at risk, school administrators, teachers, school safety personnel and staff have responsibility to take the

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most appropriate action necessary to minimize further incidents, stabilize and reassure students, secure the campus and implement protocols that address the particular incident. The U. S. Constitutional standard for acting on such an incident, is reasonable suspicion. A student's legitimate expectation of privacy (i.e. his/her Fourth Amendment rights) must be weighed against the school's legitimate need to maintain an environment conducive to learning. The reasonableness of the search also depends on whether the action is justified at its inception, and whether the search as actually conducted is reasonably related in scope to the circumstances that justified interference in the first place. A search cannot be based on a mere hunch or rumor. Any suspicion must be supported by facts (e.g., information or allegations from other students that the suspect has performed or is about to perform an illegal act.

In order for a court to find there was a reasonable suspicion, the searcher is expected to:

- Clearly explain the reasons for his/her suspicion and the facts surrounding the incident;
- Be able to connect the student who was searched to a crime or rule violation;
- Have relied on recent, credible information from personal knowledge or observation and/or other eyewitnesses.

Reasonable suspicion may include previous similar illegal activity in that area, suspicious movements, illicit behavior or prior contacts with the student for similar illegal activities.

In order for a search to be reasonable in scope, the searcher is expected to have:

- Intruded only to an extent that was reasonable under the circumstances to recover the contraband;
- Evaluated the seriousness of the violation when deciding how intensive the search should be;
- Considered the student's age and sex;
- Have searched only those students likely to possess evidence of the crime or rule violation.

Proper Search Protocol:

A school official may form a reasonable suspicion of student wrong-doing on information from law enforcement and then make a search with the help of peace officers (*). This would be considered a search by a school official and not law enforcement, providing the official made an independent determination that a search was needed to gather evidence of student misconduct in order to protect school safety.

If for example, school officials have reasonable suspicion that a student has marijuana in his pockets, they have the right to

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search the student. However, if the student refuses to be searched, rather than risk a violent confrontation, school officials may call a law enforcement officer to conduct the search for them. In conducting the search, the peace officer acts as an agent of the school official rather than it his/her own right, and the search will be upheld.

If though, a school official conducts a search as a law enforcement agent rather than as an independent school official, he/she must abide by the probable cause standard requirements established for searches by law enforcement rather than the reasonable suspicion standards for school officials. The school official would be held to this probable cause standard when as a law enforcement agent, he/she were requested by a peace officer to conduct a search for the *primary purpose* of securing evidence of a criminal violation and/or for making an arrest.

Students on county probation or parole may have special conditions set by the court under which they and their possessions may be searched by law enforcement, and/or probation officers. Educators should know which students are on probation or parole and work closely with the Probation officers performing supervision of their court conditions. If a student on probation/parole is involved in suspected criminal activity, immediate notification and/or coordination should be made by school officials with the campus probation officer so that appropriate action may be taken.

(*) Contra Costa County Probation Department policy states that probation officers when assisting school officials or law enforcement officers in searches can do so only as a witness and not as an official agent of either agency, unless the individual being searched is a probationer active to Contra Costa County Court.

Peace Officer Interviews

54 Ops.Ca. Atty. Gen. 96; 34 Ops. Atty. Gen. 93, and 32 Ops. Ca. Atty. Gen. 46 state that school officials have no right to prohibit Peace Officers from interviewing a minor at school or removing a minor from school. The interviewing may take place without the presence of a school official, *except that victims of child abuse may request a school staff member to be present.*

34 Ops. Ca. Atty. Gen. 93, 95 state that the Peace Officer, in contacting a minor while at school, should be able to identify

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himself/herself and the authority under which he/she is acting. In other words, the officer should be able to articulate what He/she is doing and associate his/her action with his/her Duty as a Peace Officer.

While no California code requires the notification of parents when a Peace Officer contacts a student while at school, district practice is that the Principal or his/her designee notify the parents that Peace Officers are present to interview their son/daughter and to be present during the interview unless directed not to do so by the officer.

Student Confidentiality

Federal and state laws protect the privacy of students and their parents. Information may only be shared with individuals authorized to receive the information. Information may be shared with an authorized person when:

- It is in the interest of the student;
- The person giving the information is acting within their job responsibility and the information is related to that job function;
- The person receiving the information is serving within the capacity of his/her job and the information is related to that job function.

Violating a student's right to confidentiality is a violation of the student's civil rights.

Access to Student Records

Family Educational Rights and Privacy Act (FERPA) of 1974, U. S. Congress Public Law 93-380 Section 439, as amended in 1975, states that appropriate persons may access student records if the knowledge of such information is necessary to protect the health or safety of the student or other persons. This Federal law also identifies state and local officials as being individuals to whom disclosure of information may be made when the disclosure is required or permitted.

Student records may, therefore, be provided to Peace Officers on a case by case basis based on the Peace Officer's need for the information. Access to student records by Peace Officers should only be granted with the approval and supervision of a school administrator. Access shall be duly noted on the Access Log.

Information Sharing

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No law prevents police – probation – school partnerships, nor do any laws to place police, probation, or school officials in the position of not being able to share information in cases of student safety. As a rule of thumb in determining whether or not to divulge information to a Peace Officer, the school official should ask, “Am I sharing this information in order to carry out my duties?” School officials are required to maintain a safe school environment. If the answer is “yes”, then sharing or giving of information is not “divulging” information in the sense prohibited by any statute. The key is the official’s “need to know.”

Examples of Information That Can Be Shared With Peace Officers:

- * Student “A” was in possession of a knife. (Required if it was switchblade, fixed blade, or folding knife with blade of 2 ½ inches or longer.) Directory information (student’s name, address, and telephone number) and information relevant to the officer taking or investigating the report may be provided.
- * As part of an investigation, the officer is in need of information about student suspects and/or witnesses. Directory information and information relevant to the investigation that is requested by the officer may be shared.
- * Student “A” was involved in flashing gang signs during a school assembly. Directory information and information relevant to the student’s behavior at school may be shared.
- * Student “A” was in a physical fight and seriously injured another student. (Required report in cases of serious physical injury.) Directory information and information relevant to the incident may be shared.
- * Student “A” was not expelled for a recent school offense because of due process right(s). (Shared as information that appropriate action was taken and that because of procedural safeguards, expulsion could not be considered.
- * In a case where a student is going to be interviewed as a suspect in a gang beating that occurred over the previous weekend, a Peace Officer may be interested in other related offenses at school. Incidents relevant to prior gang activity or conflict with others may be shared.
- * As a member of the district’s School Attendance Review Board (SARB), Peace Officers have access to all student information considered a part of the SARB process.
- * Relevant information about students involved in child abuse cases. Information about siblings in these cases may also be shared.
- * Relevant information about students involved in youth gang investigations or incidents. Information about siblings in these cases may also be shared.

Information That Cannot or Should Not Be Shared:

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Any information that is not relevant or related to an ongoing investigation being conducted by Peace Officers or information that is not related to a safety concern at school should not be shared with officers.

Working With School Resource Officers (SROs) / Deputy Probation Officers (DPOs)

School safety has improved through the assistance of School Resource Officers (SROs) and Deputy Probation Officers (DPOs). Care must be taken to respect the partnership that has been developed between the school district and local law enforcement and probation agencies who provide these officers. It is important that administrators understand the appropriate roles that SROs and DPOs have in the school setting and know how to work cooperatively with them.

The following guidelines should be observed in establishing relationships with both SROs and DPOs:

- Regular communication between the SRO, DPO, and School administration is very important for sharing information, planning, coordination of effort, and to discuss issues and concerns of mutual interest;
- Focused investigations of student violations should be primarily concentrated on by each entity as follows:
 - SROs: Criminal Code Violations
 - DPOs: Probation (Court) Terms/Conditions Violations; Criminal and Welfare & Institutions Code Violations
 - School Administration: Education Code and non-Criminal Code Violations
- School administrators should be advised of all such activities prior to the SRO or DPO beginning any formal investigation on campus.
- Regular campus supervision scheduling contacts of juvenile probationers will be determined and coordinated between DPOs and School Administrators.
- Prior to contacting a student as a witness, victim, or suspect (investigation), the SRO and/or DPO should notify a school administrator in order to discuss the student contact and make arrangements for contacting the parent, when practicable. (Note: District practice is that parent is contacted prior to most Peace Officer investigation contacts with students unless directed otherwise by the officer.)
- In cases of education, criminal, and/or probation violations, neither the SRO, DPO, or School Administrator should take disciplinary actions based on what the other will do. The action of one should not determine the course of action

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taken by the others. They should act independently and as required by their own job functions.

- When conducting an investigation involving a student as a witness, victim, or suspect, the SRO and/ DPO should interview the student in the privacy of a school office. Interviews in open, public areas should be avoided.
- Unless compelling circumstances exist requiring an immediate response from the SRO and/or DPO, removal of a student from a classroom should only be done with the knowledge and involvement of a school administrator. Involvement of the SRO and/or DPO in removing a student from a classroom should occur only if reasonable concerns exist regarding student safety or flight. This guideline would not apply in emergency situations and pre-determined DPO supervision scheduling contacts.
- During times when the SRO and/or DPO are not at the school, dispatch and/or a pre-arranged communication contact plan should be implemented when incidents requiring immediate police and/or probation involvement occur.

Examples of Primary Duties and Responsibilities of SROs and DPOs

- Increase perceptions of safety among students, staff, and nearby community by providing law enforcement and probation visibility on campus.
- Deter criminal and truancy activity on campus.
- Allow students to know police and probation officers through positive interaction and ways other than through enforcement experiences.
- Provide classroom interaction and presentations on such issues/topics as anger management, gang prevention, drug and weapons laws, function of government and courts, vehicle code, and various public safety and law related matters.
- Assist in coordination of services between the district, police, probation, child protective services, social services, mental and public health, community based resource programs, and other public agency officials in areas of child welfare.
- Interpret the penal code, welfare & institutions code, and court (Juvenile Justice System) process for school officials.
- Assist in campus supervision. Intervene with students as needed, and provide access to preventative and intervention services as appropriate.
- Provide timely assistance in situations requiring police and probation intervention, investigation, and/or supervision in criminal actions, penal/welfare & institutions code violations, and probation (court) violations.
- Assist school officials in criminal and/or probation search

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activities.

- Assist in attendance sweeps. Assist with home visits in matters of truancy or child welfare.
- Provide information about students to the School Attendance Review Board (SARB) and IEP sessions as appropriate.
- As appropriate, monitor student behavior contracts issued by SARB and court terms and conditions of probation.
- Promote positive relationships between school and community.
- * Promote positive recreational alternatives for students.