

**AGREEMENT BETWEEN
THE CITY OF SAN JOSÉ
AND
EAST SIDE UNION HIGH SCHOOL DISTRICT
RELATED TO THE ESTABLISHMENT OF A MULTI-DISCIPLINARY TEAM**

This AGREEMENT is made and entered by and between the CITY OF SAN JOSÉ, a municipal corporation (“City”), and the EAST SIDE UNION HIGH SCHOOL DISTRICT, a political subdivision of the State of California (“District”) as of the date of full execution of this Agreement.

RECITALS

- A. City is concerned about the incidence of juvenile crime in and around the schools located within City’s limits. City has established a variety of programs aimed at the prevention, intervention and suppression of juvenile crime, including criminal gang activity. City’s Police Department (“SJPD”) and City’s Department of Parks, Recreation and Neighborhood Services (“PRNS”) participate in City’s programs targeting juvenile crime.
- B. District also has concerns regarding the incidence of juvenile crime in and around District’s School Campus(es). District has established a school safety program in order to reduce the incidence of crime and to promote safety at District’s Campuses.
- C. City and District wish to establish a Multi-Disciplinary Team (“MDT”) pursuant to the provisions of California Welfare and Institutions Code Section 830.1 as specified in this Agreement for the purpose of promoting safety and reducing juvenile crime in and around District’s Campus(es).

In view of the above, the parties agree as follows:

SECTION 1. PURPOSE AND SCOPE.

The purpose of this Agreement is to formalize, enumerate, and make binding the commitments of City and District with respect to the establishment of a Multi-Disciplinary Team pursuant to Welfare and Institutions Code Section 830.1. For the convenience of the parties, Section 830.1 reads as set forth in the attached Appendix I

Additional Youth Intervention Services and Program to be provided by the Mayor's Gang Prevention Task Force Programs, as needed include:

A. Safe School Campus Initiative

The City of San José has formed a partnership with school districts within the City of San José to establish a crisis response and communication protocol aimed at preventing deescalating incidents of violence on and around school campuses. Through this partnership, fulltime San José Police Officers and full time Youth Intervention Staff members have been assigned to the Districts to establish a team brokering services. These Teams broker the services of community-based organization to ensure safety on school campuses.

B. Gender-Specific Female Intervention Services

The City of San José provides Female Gender Responsive Gang Prevention and Intervention services. This program utilizes Evidenced-based and Evidence informed practices to work with high-risk, gang-impacted and gang-intentional youth.

C. Clean Slate Program

The City of San José Clean Slate Tattoo Removal Program serves former gang involved and at-risk youth between the ages of 14-25 who have found visible tattoos to be a barrier in furthering themselves through education and/or employment. We also assist youth with educational opportunities, job development skills, counseling resources and information regarding how to utilize community resources.

D. Hospital Intervention Program

The City of San José in partnership with Santa Clara Valley Health and Hospital Systems has established a Hospital Based Violence Intervention Program to assist victims of gang violence at a critical point in their lives. City Interventionists, Hospital Medical staff, Social Workers and other key professionals swing into action any time a gang member is admitted to Santa Clara Valley Medical Center as a result of gang violence. A cadre of staff contacts victims within 24 hours of admission to encourage them to enroll and actively participate in a six-month counseling program designed to persuade them to leave the gang life.

E. Elements of the program include but are not limited to:

- Response to School Incidence through the Safe School Campus Initiative Program
- Provide case management services. These services will be provided at school campuses on a case-by-case basis during approved school times, home visits and at off-campus locations (as approved by parents). Case management services will include an initial assessment, an Individual Development Plan (IDP) and counseling to assist youth with attaining goals as outlined in the IDP. Case management will be provided for up to twelve months.
- Actively participate in MDT meetings
- Identify and outreach to high-risk, gang-impacted, and gang-intentional youth
- Provide referral services to program participants, and their families
- Provide mediation services between students
- Provide crisis intervention
- Provide gang awareness, and program services presentations as requested

- Facilitate cognitive development groups on a case-by-case basis. These groups will be offered to recommended students. Groups will be offered to female participants, which will allow youth to reflect on and learn decision making, problem solving, and information processing skills. School administration will provide referral list approximately two weeks prior to the start date. Campus will provide a room that may accommodate up to 12 students. Campus will provide time for the groups to take place.
- Pro-social Recreation Activities. Activities may include recreational activities, sports, art, field trips and college campus visits.

F. City Obligations

1. All City of San José staff will adhere to District Policies which include:
 - a. Wearing their City of San José and Agency identification badge in a visible area
 - b. Checking in with appropriate school's administrators as required at each school site
 - c. Obtaining written permission from parents for all students participating in on-going Youth Intervention Services Programs

G. District Obligations

District campuses will provide the following:

1. A list of students referred to participate in cognitive groups two weeks prior to the start date. Referrals shall be based on the following: high-risk, gang-impacted, gang intentional.
2. A 60-minute class period, one day a week (Monday through Friday), between the hours of 7:30 a.m. to 2:30 p.m., during which the City can conduct cognitive groups.
3. A classroom large enough to accommodate a group of 10-12 students.
4. Student class schedules.

5. Authorization to release referred students from their classes with prior approval of school staff and teachers, for 15-minute counseling sessions reasonably requested by City staff.
6. Opportunity for City to give a presentation about the SSCI and other Service Programs to school staff and/or parents once during each workshop cycle.
7. Introduction of the SSCI Program staff to school staff during each workshop.

SECTION 2. **TERM.**

- A. The term of this agreement commences upon execution to February 1, 2026 or until terminated pursuant to Section 6 below.

SECTION 3. **ESTABLISHMENT OF MULTI-DISCIPLINARY TEAM.**

A. District and City agree to establish an MDT for the purpose of prevention, identification, and control of juvenile crime, including, but not limited to, criminal street gang activity (“MDT Functions”). Each party is responsible for appointing that party’s representatives to the MDT and for ensuring that the MDT member has the requisite training and expertise in juvenile crime issues.

B. The MDT shall consist of the following persons:

1. One or more representatives of San José Police Department.
2. One or more representatives of Parks, Recreation, and Neighborhood Services with experience or training in juvenile crime or criminal street gang control.
3. One or more representatives of District with experience or training in juvenile crime or criminal street gang control.

C. The MDT shall meet on an as-needed basis in order to address juvenile crime issues arising in or around District’s Campus(es).

D. The parties may, in conjunction with the MDT Functions, establish a written protocol for crisis response at District's Campus(es). The crisis response protocol will not be implemented by the MDT unless and until it is approved by City's Manager and District's Superintendent.

SECTION 4. EXCHANGE OF INFORMATION.

A. In accordance with the provisions of Section 830.1, the MDT members may exchange confidential information if the member of the team having that information or writing reasonably believes it is generally relevant to the prevention, identification, or control of juvenile crime or criminal street gang activity. The parties acknowledge and agree that privileged information or writings as defined in the Evidence Code (Section 900 et.seq.) shall not be disclosed in conjunction with the functions of the MDT.

B. The MDT member disclosing confidential information or confidential writings shall be responsible for ascertaining whether the confidential information or writing to be disclosed to the MDT is subject to disclosure under Section 830.1 or any other law, statute or regulation.

C. The following protocols shall apply when the exchange of confidential information occurs:

1. The confidential information shall be exchanged between MDT members only. The MDT members shall not repeat or transmit the confidential information to anyone other than an MDT member who has reason to know the information for MDT Functions.
2. The exchange of the confidential information shall occur in a secure location where the information is not reasonably likely to be overheard or intercepted.
3. In the event that written confidential information is provided, it shall be transmitted in a sealed envelope with the following typed or printed on the front of the envelope: CONFIDENTIAL INFORMATION FOR MULTI-

DISCIPLINARY TEAM MEMBER USE ONLY. Additionally, the party receiving the confidential written information shall store the information in a secure location.

- D. The parties may develop additional protocol measures with respect to the exchange of confidential information provided that those additional measures do not conflict with those set forth in this Section. Any additional protocol measures shall be in writing and shall be signed by City Manager and an authorized District Superintendent or designee.

SECTION 5. **COMPLIANCE WITH LAWS.**

The parties shall comply with all applicable laws, statutes, ordinances, codes, and regulations in the performance of this Agreement.

SECTION 6. **TERMINATION.**

A. City and District shall each have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination to the non-terminating party.

B. In the event that Section 830.1 is amended, either party may terminate this Agreement immediately upon written notice to the other.

C. If either party fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the non-breaching party may terminate this Agreement immediately upon written notice.

D. City's Manager is empowered to terminate this Agreement on behalf of City.

E. District's Superintendent or Designee is empowered to terminate this Agreement on behalf of District.

SECTION 7. **INDEMNIFICATION.**

It is mutually understood and agreed that:

A. Neither District, nor any officers, agents and employees thereof, shall be responsible for any damages, loss, costs, or liability arising out of or occurring by reason of anything done or omitted to be done by City under or in connection with this Agreement. It is also understood and agreed that, as authorized by Government Code Section 895.4, City shall fully defend, indemnify and hold District, its officers, employees and agents harmless from any claims, costs, loss, damages or liability arising out of or occurring by reason of anything done or omitted to be done by City under or in connection with this Agreement.

B. Neither City, nor any officers, agents and employees thereof, shall be responsible for any damages, loss, costs or liability arising out of or occurring by reason of anything done or omitted to be done by District under or in connection with this Agreement. It is also understood and agreed that, as authorized by Government Code Section 895.4, District shall fully defend, indemnify and hold City, its officers, employees and agents harmless from any such claims, costs, loss, damages or liability arising out of or occurring by reason of anything done or omitted to be done by District under or in connection with this Agreement.

SECTION 8. **NOTICES.**

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid, addressed to the respective parties as set forth below or to such other address as the parties may by like notice indicate:

CITY:

Director of Parks, Recreation and

City of San José - East Side Union High School District MOU

DB# 646956

Neighborhood Services
200 E. Santa Clara Street
9th Floor
San José, CA 95113

DISTRICT: Glenn Vander Zee, Superintendent
East Side Union High School District
830 North Capitol Avenue
San José, CA 95133

Notice shall be deemed effective on the date personally delivered, or if mailed, three (3) days after deposit in the mail.

SECTION 9. **MISCELLANEOUS.**

- A. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.
- B. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- C. Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement.
- D. If a court of competent jurisdiction adjudges any provision of this Agreement as void or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.
- E. Where this Agreement refers to City and no officer of the City is named, City's Manager shall have the authority to act of City's behalf.

- F. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between District and City. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

G. Nothing in this Agreement shall be construed to create any duty to any standard of care with reference to or any liability to anyone not a party except as otherwise expressly provided herein, and no rights, privileges or immunities or any party hereto shall incur to the benefit of any third party nor shall any third party be deemed a third party beneficiary of any of the provisions herein, except as herein expressly provided.

H. This Agreement may only be amended by formal written agreement executed by both parties. In the event that this Agreement is amended only to add additional parties, City's Manager and District's Superintendent, or District's designee, shall be authorized to execute the amendment.

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NF:AY:PC:AN
8/9/21

APPROVED AS TO FORM:



Aaron Yu
Deputy City Attorney

CITY OF SAN JOSÉ,
a municipal corporation

By:  On behalf
of Jon Cicirelli

Jon Cicirelli
Director of Parks, Recreation and
Neighborhood Services

Date: 8/30/2021

EAST SIDE UNION HIGH SCHOOL
DISTRICT, a political subdivision of the
State of California

Signature: 

Printed Name: Teresa Marquez

Title: Associate Superintendent of Educational Services

Date: August 25, 2021

APPENDIX 1

TEXT OF WELFARE AND INSTITUTIONS CODE SECTION 830.1

§ 830.1. Disclosure and exchange of nonprivileged information by members of multidisciplinary team; “Criminal street gang.”

Notwithstanding any other provision of law, members of a juvenile justice multidisciplinary team engaged in the prevention, identification, and control of crime, including, but not limited to, criminal street gang activity, may disclose and exchange nonprivileged information and writings to and with one another relating to any incidents of juvenile crime, including criminal street gang activity, that may also be part of a juvenile court record or otherwise designated as confidential under state law if the member of the team having that information or writing reasonably believes it is generally relevant to the prevention, identification, or control of juvenile crime or criminal street gang activity. Every member of a juvenile justice multidisciplinary team who receives such information or writings shall be under the same privacy and confidentiality obligations and subject to the same penalties for violating those obligations as the person disclosing or providing the information or writings. The information obtained shall be maintained in a manner which ensures the protection of confidentiality.

As used in this section, “nonprivileged information” means any information not subject to a privilege pursuant to Division 8 (commencing with Section 900) of the Evidence Code.

As used in this section, “criminal street gang” has the same meaning as defined in Section 186.22 of the Penal Code.

As used in this section, “multidisciplinary team” means any team of three or more persons, the members of which are trained in the prevention, identification, and control of juvenile crime, including, but not limited to, criminal street gang activity, and are qualified to provide a broad range of services related to the problems posed by juvenile crime and criminal street gangs. The team may include, but is not limited to:

- (a) Police officers or other law enforcement agents.
- (b) Prosecutors.
- (c) Probation officers.
- (d) School district personnel with experience or training in juvenile crime or criminal street gang control.
- (e) Counseling personnel with experience or training in juvenile crime or criminal street gang control.
- (f) State, county, city, or special district recreation specialists with experience or training in juvenile crime or criminal street gang control.



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Alex Niles
EMAIL: Alex.Niles@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: August 25, 2021
TO: Teresa Marquez
EMAIL: marquez@esuhsd.org
PHONE: 408-347-5170

TOTAL PAGES:
(INCLUDING THIS PAGE) 13
TO: _____
EMAIL: _____
PHONE: _____

I agree to use electronic signatures

I agree to use electronic signatures

BY: 

BY: _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN COLOR**
4. EMAIL THE ENTIRE DOCUMENT TO

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

- TO: City Attorney
 City Manager
 City Clerk **OR** Return to
 Dept. (circle one)

- Insurance Certificates / Waivers Electronically Signed: Yes
Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Select one

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667102-000

Contractor: East Side Union High School District

Address: 830 N. Capitol Avenue San Jose, CA 95133

Phone: 408-347-5330

Email: powellc@esuhsd.org

Contract Description: The purpose of this agreement is for City staff to join the school district's Multi-Disciplinary Team, to help address youth violence in schools and provide prevention & intervention programs.

Term Start Date: Upon Execution Term End Date: 2/1/2026 Extension: No

Method of Procurement: N/A RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): 6/22/2021

Agenda Item No.: 2.18

Resolution No.: 80104

Ordinance No.: _____

Original Contract Amount: _____

Amount of Increase/Decrease: _____

Option #: _____ of _____ Option Amount: _____

NTE/Updated Contract Amount: \$0

Fund/Appropriation: n/a

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: n/a

Expiration Date: _____

Department: PRNS (64)

Department Contact: Alex Niles: (408) 793-5592

Customer (Finance Only): _____

Notes: PRNS DB# 646956

Department Director Signature:  On behalf of Jon Cicirelli

8/30/2021

Date

Office of the City Manager Signature: _____

Date