

COUNTY OF SAN MATEO Inter-Departmental Correspondence

Probation Department



DATE: November 28, 2011

BOARD MEETING DATE: December 13, 2011

SPECIAL NOTICE/HEARING: None VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Stuart J. Forrest, Chief Probation Officer

SUBJECT: Revenue Agreement with San Mateo County Superintendent of

Schools

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board of Supervisors to execute a Revenue Agreement with the San Mateo County Superintendent of Schools for the Probation Department to provide staffing support to Community Schools for the term of July 1, 2011 through June 30, 2012 for a maximum of \$450,552.

BACKGROUND:

For many years, the Probation Department has provided Group Supervisors to the Office of Education's Community Schools to maintain order and manage behavioral issues. In 2007, Probation and the Superintendent of Schools signed a Memorandum of Understanding that each agency would provide 50% of the cost of the staff. In fiscal year 2009-10, the agencies entered into a Revenue Agreement (#070538) that held that 100% of the cost of four (4) Group Supervisors would be borne by the Office of Education.

DISCUSSION:

The Revenue Agreement for fiscal year 2011-12 continues this funding strategy, with the Office of Education providing for the total cost of salaries and benefits for the four (4) Group Supervisors. The Agreement further defines the roles and responsibilities of the staff, the Probation Department, and the Superintendent of Schools.

The term of the Agreement is July 1, 2011 through June 30, 2012. The agreement has been reviewed and approved by County Counsel and Risk Management.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Agreement contributes to the Shared Vision 2025 commitment to a Healthy Community by ensuring that youth are safe in school and have an optimum environment for learning.

Performance Measure(s):

Measure	FY 20010-11 Actual	FY 2011-12 Projected
Percent of classroom disruptions in which Group Supervisors intervene to maintain classroom	100%	100%
safety		

FISCAL IMPACT:

The term of the Agreement is July 1, 2011 through June 30, 2012. This Revenue Agreement shall reimburse the Probation Department \$450,552 for salaries and benefits for four (4) Group Supervisors at Community Schools. These funds have been included in the FY 2011-12 Adopted Budget.

RESOLUTION NO.

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * * *

ADOPT A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE A REVENUE AGREEMENT WITH THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE PROBATION DEPARTMENT TO PROVIDE STAFFING SUPPORT TO COMMUNITY SCHOOLS FOR THE TERM OF JULY 1, 2011 THROUGH JUNE 30, 2012 FOR A MAXIMUM OF \$450,522

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the San Mateo County Superintendent of Schools operates

Community Schools to provide compulsory education for students needing an

alternative instruction program; and

WHEREAS, the Probation Department provides staffing support to Community Schools in order to maintain order and manage behavioral issues among students; and

WHEREAS, the Probation Department shall continue to provide four (4) Group Supervisors to Community Schools for fiscal year 2011-12 and the Superintendent of Schools shall reimburse the Probation Department for the salaries and benefits of these staff in an amount not to exceed \$450,522; and

WHEREAS, this Board has been presented with a form of this Agreement and has examined and approved it as to both form and content and desires to enter into the same.; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the

President of the Board of Supervisors be, and is hereby, authorized and directed to execute said Revenue Agreement for and on behalf of the County of San Mateo and the Clerk of the Board shall attest the President's signature thereto.

* * * * * *

REVENUE AGREEMENT FOR SERVICE BETWEEN

The San Mateo County Superintendent of Schools

AND

The San Mateo County Probation Department

FOR

Group Supervisor Staff at Community Schools

This Revenue Agreement is made on this 13th day of December by and between the San Mateo County Superintendent of Schools ("the Superintendent") and the San Mateo County Probation Department ("Probation").

WHEREAS, the Superintendent operates Community Schools as an alternative institution to provide compulsory education for students in accordance with the California Education Code; and

WHEREAS, Probation employs Group Supervisors to maintain order and safety at institutions for juveniles on Probation, including Community Schools;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- a. Community Schools: Community Schools provide an alternative education program for students who are expelled, or are referred by the Juvenile Court, Probation, school districts, or the School Attendance Review Board. All referrals shall be approved by the student's district of residence.
- b. Court Schools: Court Schools are operated within a Probation institution (Youth Services Center, Margaret J. Kemp Camp, or Camp Glenwood).

2. Reimbursement

The Superintendent shall reimburse Probation 100% of salary and benefits for Group Supervisors tasked at the Community Schools in an amount not to exceed \$450,522 for fiscal year 2011-12, payable upon receipt of quarterly invoices from Probation reflecting payment of such salaries and benefits.

3. Services

Probation shall provide four (4) full-time Group Supervisors to carry out the following responsibilities at Community Schools sites:

- a. Intervene as early as possible and de-escalate conflict situations;
- b. Respond to emergency situations;
- c. Assist in and confer with Office of Education staff on all aspects of investigations of student misbehavior;
- d. Assist in the preparation of disciplinary incident reports;
- e. Provide individual counseling and/or small group discussions in the areas of good conduct, cognitive strategies, behavior modification techniques, or other topics;
- f. Assist teachers in achieving and maintaining order in classrooms;
- g. Conduct searches of students for objects or materials prohibited by school regulations;
- h. Supervise youth during lunches and after-school detention;

- i. Orient new students and parents or caregivers to school rules (intakes);
- j. Receive attendance information from teachers and attempt to contact or visit students who are absent from school;
- k. Counsel tardy students;
- 1. Enter into behavioral contracts with students and monitor compliance with those contracts;
- m. Assist probationers in complying with the conditions of their probation, including their school attendance and behavior;
- n. Interact with parents and caregivers regarding their child's behavior at school;
- o. Participate in incident review meetings;
- p. Attend briefings, monthly staff meetings, and in-services;
- q. Assist in planning special events or trips for students whenever possible;
- r. Refer students and families to appropriate community-based organizations and resources as needed; and
- s. Perform any such job duties of a Group Supervisor as become necessary when tasked to Community Schools.

Probation shall encourage Community Schools Group Supervisors to schedule their vacation leave during periods of time when school is not in session. Probation shall make best efforts to minimize the use of substitutes when the regularly assigned Group Supervisors are absent from duty. The cost of substitute Group Supervisors may be invoiced to the Superintendent, but the use of substitutes to back-fill for absences arising from any cause other than illness or injury of the regularly-tasked Group Supervisor, or other unforeseeable circumstance not avoidable through scheduling, shall be approved in advance by a designee of the Community School. Probation shall meet on a quarterly basis with designees of the Superintendent to review progress on and compliance with the provisions of this Agreement.

4. Employment

Community Schools Group Supervisors shall remain employees of Probation. For administrative supervision, the Group Supervisors shall report to the Director of Institutions Services or his/her designee.

5. Term of Agreement

This Revenue Agreement shall be binding on the parties upon execution of the Agreement by all parties. The Agreement may be terminated by Probation or the Superintendent at any time and for any reason upon thirty (30) days written notice to the other party.

6. Mutual Hold Harmless

- a. It is agreed that Probation shall defend, save harmless and indemnify the Superintendent, his/her officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Probation, its officers and/or employees.
- b. It is agreed that the Superintendent shall defend, save harmless, and indemnify Probation, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the Superintendent, his/her officers and/or employees.
- c. In the event of concurrent negligence of the Superintendent, and/or his/her officers and/or employees, and Probation and/or its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms

and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

7. Payment Procedure

Probation shall submit to the Superintendent quarterly invoices for the actual salary and benefits of the four (4) full-time Group Supervisors assigned to Community Schools. The Superintendent shall pay the invoice promptly within a period not to exceed thirty (30) days of receipt of said invoice.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

SAN MATEO COUNTY SUPERINTENDENT	OF SCHOOLS
Signature	
Printed name	
Date:	
ATTEST:	
Clerk of Said Board	
Date:	
	COUNTY OF SAN MATEO
	By:President, Board of Supervisors
	Date:
	ATTEST:
	Clerk of Said Board
	Data

SAN MATEO COUNTY OFFICE OF EDUCATION Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)
a. Employs fewer than 15 persons.
b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.
Name of 504 Person - Type or Print
San Mateo County Office of Education
Name of Contractor(s) - Type or Print
101 Twin Dolphin Drive
Street Address or P.O. Box
Redwood City, CA 94061
City, State, Zip Code
I certify that the above information is complete and correct to the best of my knowledge.
Signature
Title of Authorized Official
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

County of San Mateo Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Co	ntractor Name:	San Mateo County Office of Education	Phone:	650-802-5588				
	Contact Person:	Joan Rosas	Fax:	650-802-5588				
	Address:	101 Twin Dolphin Drive	T dA.	030 002 3300				
	11001055.	Redwood City, CA 94061						
		<u> </u>						
II. E	QUAL BENEF	TTS (check one or more boxes)						
Contra	actors with cont	racts in excess of \$5,000 must treat spouses an	d domestic	partners equally as to employee benefits.				
	Contractor co	Contractor complies with the County's Equal Benefits Ordinance by:						
	offering equal benefits to employees with spouses and employees with domestic partners.							
	offerin	g a cash equivalent payment to eligible employ	yees in lieu	of equal benefits.				
	Contractor do	es not comply with the County's Equal Benefi	ts Ordinanc	e.				
	Contractor is	exempt from this requirement because:						
	Contra or less.	ctor has no employees, does not provide benef	its to emplo	yees' spouses, or the contract is for \$5,000				
		ctor is a party to a collective bargaining agreer and intends to offer equal benefits when said a						
	Employment entity. Please No finding of	discrimination have been issued against Contra Opportunity Commission, Fair Employment at see attached sheet of paper explaining the out discrimination has been issued in the past year Opportunity Commission, Fair Employment at	nd Housing come(s) or against the	Commission, or other investigative remedy for the discrimination. c Contractor by the Equal				
Contra	actors with origi	URY SERVICE (check one or more boxes) nal or amended contracts in excess of \$100,00 n San Mateo County up to five days regular pa						
		mplies with the County's Employee Jury Services not comply with the County's Employee Jury						
	Contractor is	exempt from this requirement because:						
	the con	ntract is for \$100,000 or less.						
		ctor is a party to a collective bargaining agred and intends to comply when the collective bar						
		y of perjury under the laws of the State of Calis entity contractually.	ifornia that	the foregoing is true and correct, and that I am				
Signat	ure		Name					
Date			 Fitle					

EXHIBIT F

FINGERPRINTING CERTIFICATION FORM

Agreement with **MBA Project**

FOR MINDFULNESS-BASED REHABILITATION SERVICES

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Name			
Title			
Signature			
Date			

GL1-4071

CERTIFICATE OF COVERAGE

08/05/2011

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 **NEWPORT BEACH, CA 92658-6450**

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861

Member:

SAN MATEO COUNTY SCHOOLS INS GROUP ATTN: TRAVIS STEAGALL 1791 BROADWAY REDWOOD CITY, CA 94063

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	A - CSAC Excess Insurance Authority
COVERAGE AFFORDED	В
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COVERAGE AFFORDED	D

Coverages
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE
THE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
	Excess General Liability Excess Auto Liability Excess Errors & Omissions	EIA-PE 11 EL-64	07/01/2011	07/01/2012	Difference between \$1,000,000 and the Member's Self-Insured Retention of \$250,000 Completed Operations Aggregate Applies

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE ONLY.

SAN MATEO COUNTY OFFICE OF EDUCATION IS A MEMBER OF SAN MATEO COUNTY SCHOOLS INSURANCE GROUP

Certificate Holder

FOR THE PURPOSES OF EVIDENCE ONLY C/O SAN MATEO COUNTY OFFICE OF EDUCATION 101 TWIN DOLPHIN DRIVE REDWOOD CITY, CA 94065

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

CSAC EXCESS INSURANCE AUTHORITY

PAGE 1 OF 2

ENDORSEMENT NO. U-1

CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA) GENERAL LIABILITY I

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

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PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: PER ATTACHED CERTIFICATE OF COVERAGE

Issue Date:

July 1, 2011

Authorized Representat(ve

CSAC Excess Insurance Authority (CSAC EIA)

Protected Insurance Program for Schools CE	RTIFICATE OF C	OVERAGE	Issue Date 6/23/2011	
Keenan & Associates 1740 Technology Drive, Suite 30 San Jose, CA 95110	ense# 0451271 0	THIS CERTIFICATE IS ISSUED AS A MATTER OF II AND CONFERS NO RIGHTS UPON THE CERTIFICA CERTIFICATE DOES NOT AMEND, EXTEND OR AL AFFORDED BY THE COVERAGE DOCUMENTS BE ENTITIES AFFORDING COVERAGE:	TE HOLDER. THIS TER THE COVERAGE	
408-441-0754 www.keenan.com		ENTITY A: Protected Insurance Program for Schools		
COVERED PARTY: San Mateo County Office of Education San Mateo Co SIG		ENTITY B: ENTITY C:		
Attn: Margie Gustafson 101 Twin Dolphin Drive Redwood City CA 94065		ENTITY D: ENTITY E:		

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
	GENERAL LIABILITY [] GENERAL LIABILITY [] CLAIMS MADE () OCCURRENCE [] GOVERNMENT CODES [] JERRORS & OMISSIONS []			\$	COMBINED SINGLE LIMIT EACH OCCURRENCE
	AUTOMOBILE LIABILITY [] ANY AUTO [] HIRED AUTO [] NON-OWNED AUTO [] GARAGE LIABILITY [] AUTO PHYSICAL DAMAGE			\$	COMBINED SINGLE LIMIT EACH OCCURRENCE
	PROPERTY [] ALL RISK [] EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK			\$	\$ EACH OCCURRENCE
	STUDENT PROFESSIONAL LIABILITY			\$	\$ EACH OCCURRENCE
Α	WORKERS COMPENSATION	PIPS10808	7/1/2011 7/1/2012	\$	[]WC STATUTORY LIMITS [√] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: Proof of coverage only.

CERTIFICATE HOLDER:

San Mateo County Office of Education 101 Twin Dolphin Dr. Redwood City CA 94065

CANCELLATION......SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 days written notice to the certificate Holder named to the left, but failure to mail such notice shall IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

Graham Grice

AUTHORIZED REPRESENTATIVE

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	DISCLAIMER	
	The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing	
	The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(les), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.	
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