

REVENUE AGREEMENT FOR SERVICE BETWEEN

**The San Mateo County Superintendent of Schools
AND
County of San Mateo on behalf of the Probation Department
FOR
Group Supervisor Staff at Community School**

This Revenue Agreement is made on this _____ day of _____, 2017 by and between the San Mateo County Superintendent of Schools ("the Superintendent") and the County of San Mateo County on behalf of the Probation Department ("Probation").

WHEREAS, the Superintendent operates Community School 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 School: Community School provides 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 salary and benefits for one (1) Group Supervisor and the cost of one (1) extra-help Group Supervisor tasked at the Community Schools in an amount not to exceed \$200,000 for fiscal year 2017-18, payable upon receipt of quarterly invoices from Probation reflecting payment of such salaries and benefits. Reimbursement shall be for hours the Group Supervisors are scheduled to work for the schools.

3. Services

Probation shall provide one (1) full-time Group Supervisor and one (1) extra-help Group Supervisor, as backfill, to carry out the following responsibilities at the Community School:

- 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;
- l. 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 School 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 will be similar to that of the regular Group Supervisors and 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 School 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 one (1) full-time Group Supervisor and the cost of one (1) extra-help Group Supervisor assigned to Community Schools or any substitute Group Supervisors to provide coverage for the hours worked for the County Office of Education. 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.

BB
mm
AJ
SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

Denise Porterfield
Signature

Denise Porterfield, Deputy Superintendent

Printed name

Date: 5/31/17

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____