

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 Schools

This Revenue Agreement is made on this _____ day of _____, 2013 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 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 two Group Supervisors and the cost of one extra-help tasked at the Community Schools in an amount not to exceed \$300,000 for fiscal year 2013-14, payable upon receipt of quarterly invoices from Probation reflecting payment of such salaries and benefits. Reimbursement shall be for the work Group Supervisors perform pursuant to this Agreement for duties as described by this Agreement at the Community Schools.

3. Services

Probation shall provide two (2) full-time Group Supervisors and one (1) extra-help 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;
- 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 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 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 County Superintendent. Probation shall meet on a quarterly basis with designees of the County 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 two (2) full-time Group Supervisors and the cost of one (1) extra-help Group Supervisor assigned to Community Schools and the substitute Group Supervisors or extra helps to provide coverage for the 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

ANNE E. CAMPBELL
COUNTY SUPERINTENDENT OF SCHOOLS

16em 4/23/13

Signature

BY

DEPUTY SUPERINTENDENT
SAN MATEO COUNTY

Anne E. Campbell

Date:

5/14/13

COUNTY OF SAN MATEO

By:

Don Horsley,
President, Board of Supervisors

Date:

ATTEST:

Clerk of Said Board

Date:

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

| | | | |
|------------------|--|--------|--------------|
| Contractor Name: | San Mateo County Office of Education | Phone: | 650-802-5588 |
| Contact Person: | Joan Rosas | Fax: | 650-802-5503 |
| Address: | 101 Twin Dolphin Drive Redwood City, CA 94065 | | |

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)


Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.
 - ☐ Contractor has no employees.
 - ☐ Contractor has no employees who live in San Mateo County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


Signature

5/1/13
Date


Denise Porterfield
Name

Deputy Superintendent - FOSD
Title

ATTACHMENT

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.

Joan Rosas, Ed. D.

Name of 504 Person - Type or Print

San Mateo County Office of Education

Name of Contractor(s) - Type or Print

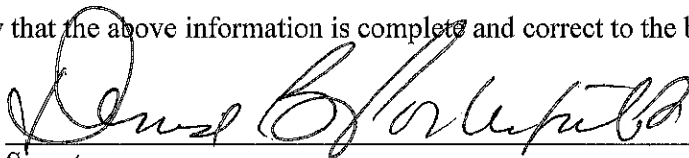
101 Twin Dolphin Dr.

Street Address or P.O. Box

Redwood City, CA 94065

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.


Signature

Deputy Superintendent-FOSD

Title of Authorized Official

5/1/13
Date

OK

*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."