

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 6/18/15

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

408



FROM: Probation Department

SUBMITTAL DATE:
 June 24, 2015

SUBJECT: Accept and Authorize the Community Diversion Team Memorandum of Understanding between Riverside County Probation Department and Riverside County Superintendent of Schools and Amend Ordinance No. 440 pursuant to Resolution 440-9003 District – All; [\$108,000]; Source of Funds: Riverside County Superintendent of Schools 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept and Authorize the Memorandum of Understanding between the Riverside County Probation Department and the Riverside County Superintendent of Schools to expand the Community Diversion Team Program at Arlington Regional Learning Center to include Don F. Kenny Regional Learning Center and Palm Springs Community School, totaling \$108,000;
2. Authorize the Chief Probation Officer, or designee, to execute amendments to this Memorandum of Understanding for up to five additional FTE Deputy Probation Officers for additional Superintendent Sites to provide Community Diversion Team Programs, as approved by County Counsel;

(continued on page 2)

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Susana Garcia-Bocanegra 6/24/15

for Mark A. Hake
 Chief Probation Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 108,000	\$	\$ 108,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Riverside County Superintendent of Schools (100%)
Budget Adjustment: Yes
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature BY: Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: M.O. 3-37; 7/29/14 | District: All | Agenda Number:

3-11

Departmental Concurrence

Approved by Michael T. Stock
 Asst. County Executive Officer/
 Human Resources Director
John Murray 6/24/15

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Accept and Authorize the Community Diversion Team Memorandum of Understanding
between Riverside County Probation Department and Riverside County Superintendent of Schools
and Amend Ordinance No. 440 pursuant to Resolution 440-9003; District – All; [\$108,000]; Source
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RECOMMENDED MOTION: (continued from page 1)

3. Authorize the Chief Probation Officer, or designee, to execute renewals of the Memorandum of Understanding and future amendments that do not make substantive changes to the Memorandum of Understanding, through June 30, 2020, as approved by County Counsel;
4. Approve and direct the Auditor-Controller to make budget adjustments as outlined in the attached Schedule A for Fiscal Year 15/16; and
5. Amend Ordinance No. 440 pursuant to Resolution 440-9003 submitted herewith.

BACKGROUND:

Summary

On July 29, 2014, M.O. 3-37, the Board of Supervisors approved the Riverside County Probation Department (Probation) to enter into a Memorandum of Understanding (MOU) with the Riverside County Superintendent of Schools (Superintendent) to provide youths an opportunity to overcome past challenges and create new beginnings through a test pilot supervision program, a Community Diversion Team (CDT), for one year to determine its viability and expansion to additional Superintendent school campuses.

The Arlington Regional Learning Center (ARLC) is an alternative education high school that serves students who are expelled from their home school districts and need an opportunity to earn credits, do community service, and learn crucial academic and social skills to help them return to their home school districts, graduate, and be contributing members of the community. In Fiscal Year 14/15, the voluntary CDT program was implemented at ARLC to provide early intervention services and work with these at-risk youth in a collaborative capacity to reduce such things as truancy, delinquent incidents on school campuses and in the community; and discourage them from taking that next irreversible step of committing a criminal offense. This program has proven to be successful at ARLC with a 57.2% reduction in the discipline rate, an 80.7% decline in recidivism, and a 4.9% higher rate of attendance over non-CDT youth.

After careful evaluation of the one-year test pilot program, the Superintendent has expressed interest in continuing the CDT program and expanding it to the Superintendent sites of Don F. Kenny Regional Learning Center and Palm Springs Community School. The Superintendent and Probation anticipate additional expansion of the CDT program to additional Superintendent locations if it continues to prove successful. To improve efficiency when processing MOU amendments for these future expansions, Probation asks that the Chief Probation Officer be given authority to sign the MOU amendments pertaining to this specific program, as approved by County Counsel.

Through funding by the Superintendent, Probation is able to continue to participate in this program by providing a Deputy Probation Officer II for the additional Superintendent locations. No additional net county cost or match will be required. In accordance with Policy A-30, all positions in the attached resolution will be deleted upon termination of funding.

Impact on Residents and Businesses

Juvenile delinquency is a countywide challenge that impacts the safety and well-being of Riverside County's citizens. In response to this challenge Probation, in collaboration with the Superintendent, is proposing to continue this early-intervention approach to prevent and suppress juvenile delinquency. The CDT program currently established at the Arlington Regional Learning Center has been successful, specifically addressing the earlier stage of the pre-delinquent population, the 601 WIC status offender or incorrigible youth, providing valuable experiences and enabling youth to make positive contributions to their communities.

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Additional Fiscal Information:

The total cost of the CDT program is \$198,000, the current fiscal year budget adjustment for Probation of \$108,000 is outlined in the attached Schedule A. Schedule A only reflects the increase for the CDT expanded Desert Area. The remaining portion, \$90,000, was approved for Fiscal Year 14/15 per Schedule A, M.O. 3-37; 07/29/14 and has been submitted as part of Probation's Fiscal Year 15/16 budget.

ATTACHMENTS:

Memorandum of Understanding

Schedule A

Resolution 440

Schedule A
Riverside County Probation Department
Community Diversion Team
Fiscal Year 2015/16

Increase Appropriations:

10000-2600200000-510040	Regular Salaries	\$ 73,088
10000-2600200000-518100	Budgeted Benefits	<u>34,912</u>
	Total	\$ 108,000

Increase Estimated Revenue:

10000-2600200000-777520	Reimbursement for Services	<u>\$ 108,000</u>
	Total	\$ 108,000

RESOLUTION NO. 440-9003

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2015, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the Chief Probation Officer is authorized to make the following listed change(s), operative on the date of approval, as follows:

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
79532	+ 1	2600200000	Deputy Probation Officer II

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street/P.O. Box 868
Riverside, California 92502

MEMORANDUM OF UNDERSTANDING
Community Diversion Team at Superintendent Sites Arlington Regional Learning Center, Don F. Kenny Regional Learning Center and Palm Springs Community School

This Memorandum of Understanding made and entered into this 1st day of **July 2015**, by and between **Riverside County Superintendent of Schools** hereinafter referred to as **Superintendent** and the **Riverside County Probation Department** hereinafter referred to as **Probation**.

RECITALS

This Memorandum of Understanding (MOU) sets forth the responsibilities of the parties in the Community Diversion Team (CDT) program to be established at the **Arlington Regional Learning Center in Riverside California, the Don F. Kenny Regional Learning Center, and the Palm Springs Community School**. The parties endeavor to work with at-risk youth in a collaborative effort to reduce such things as truancy, delinquent incidents on school campuses, delinquent incidents in the community, the number of juveniles in custody, the number of juvenile court petitions, and the level of juvenile substance abuse at school and in the community.

IT IS UNDERSTOOD AND AGREED TO AS FOLLOWS:

Term: The term shall be for the period of **July 1, 2015 through June 30, 2016** to be renewed on an annual basis. Amendments or termination of this MOU may occur at any time with written agreement of both parties. The parties may mutually agree to expand the CDT program to additional Superintendent school campuses after an initial pilot period of not less than one year.

Payment: Superintendent agrees to compensate Probation for salaries and benefits not to exceed a total amount of \$198,000 annually. The payment terms for the program shall be paid on a quarterly basis. The initial payment shall be due 30 days after the first 90 days of services rendered.

Probation will provide 1.0 FTE Deputy Probation Officer to provide services at:

- Arlington Regional Learning Center 4565 Arlington Avenue, Riverside, California 92506; and
- Probation will provide 1.0 FTE Deputy Probation Officer to provide services at:
- Don F. Kenny regional Learning Center 47-336 Oasis Street, Indio, California 92201; and
 - Palm Springs Community School 1350 E. Baristo Road, Palm Springs, California 92262.

The Deputy Probation Officer will:

- A. Accept CDT referrals from school personnel, law enforcement, parents, or other community-based organizations and provide an intake function for pre-delinquent youth (truants, incorrigibles and curfew violators) and delinquent youth who have committed minor criminal offenses where a juvenile application for petition is not submitted;

- B. Handle referrals in an expeditious manner with a minimal amount of time between the receipt of the referral and the actual meeting with the minor and his or her parent/guardian;
- C. Conduct assessments of juveniles, develop appropriate rehabilitative plans and refer the juvenile, his or her family or both, to appropriate counseling services;
- D. Supervise cases, counsel juveniles and their families;
- E. Ensure behavior contracts and the terms of 601 WIC supervision are complied with;
- F. Conduct home visits regarding truant or at-risk youth;
- G. Assist in the development of listings for community-based organizations providing services in the respective areas;
- H. Act as spokesperson and liaison with public and private agencies;
- I. Conduct public information and education sessions;
- J. Attend meetings and other activities to meet the objectives of the program including coordinating parent training, support groups, field trips, and participating in other community resource functions;
- K. Work as part of a campus team at assigned school site; and
- L. Work cooperatively with team members and community agencies.

The Superintendent will:

- A. Provide office space and necessary equipment (such as computers, phones and desks) and campus staff liaison;
- B. Ensure that designated campus personnel will refer juveniles to the CDT program with specific and chronic attendance and/or behavior problems;
- C. Designate campus personnel who will provide student behavior and academic assessments;
- D. Provide necessary available school services and academic resources for students supervised by the Deputy Probation Officer;
- E. Identify and provide notification of cases to be presented to School Attendance Review Board (SARB); and
- F. Permit access to campus property, buildings, personnel, students and student records as permitted by law and juvenile court order.

IT IS FURTHER AGREED TO AS FOLLOWS:

Insurance:

Probation, at its sole cost and expense, shall secure and maintain in full force and effect throughout the term of this MOU policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to the Superintendent which will protect Probation and Superintendent from claims which may arise out of or result from Probation's actions or inactions relating to the MOU, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

- i. Workers' Compensation as required under California State law (if applicable).
- ii. Commercial General Liability, Employer's Liability, Auto Liability Insurance and Professional Liability Insurance. Probation shall secure and maintain appropriate insurance coverage as may be needed to protect Superintendent against any liability arising out of this MOU.

Confidentiality:

All parties agree to maintain confidentiality of all student information in accordance with all applicable Federal, State and local laws and regulations including, but not limited to, the Family Education Rights and Privacy Act.

Records Retention

Each party agrees to retain all records pertaining to this MOU for the period indicated in the Riverside County Records Retention General Schedule per Board of Supervisors Policy A-43 unless otherwise indicated by the source of funds. If, at the end of the retention period, there is ongoing litigation or an audit involving these records, each party shall retain the original records until the resolution of such litigation or audit.

Notices

All notices, claims, correspondence, reports, and/or statements authorized or required by this MOU shall be addressed as follows:

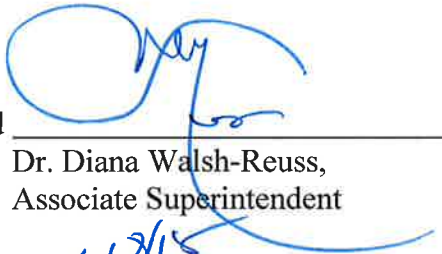
Riverside County Superintendent of Schools
Contracts and Purchasing Services
Attn: Mark Banks
P.O. Box 868
Riverside, CA 92502
(951) 826-6577

Riverside County Probation Department
Attn: Contracts, Grants and Procurement Unit
P.O. Box 833
Riverside, CA 92502
(951) 955-2830

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

Riverside County Superintendent of Schools
3939 13th Street
Riverside, CA 92501

Riverside County
County Administration Center
4080 Lemon Street, 4th Floor
Riverside, CA 92501

Signed 

Dr. Diana Walsh-Reuss,
Associate Superintendent

Signed _____
Marion Ashley,
Chairman of the Board of Supervisors

Date 6/28/15 _____

Date _____

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE