

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

134



FROM: Probation Department

SUBMITTAL DATE:
July 17, 2014

SUBJECT: Accept and Approve the Community Diversion Team Agreement with the Riverside County Superintendent of Schools and Amend Ordinance No. 440 pursuant to Resolution 440-8973 submitted herewith. District: 2 [\$90,000] Source of Funds: Riverside County Superintendent of Schools

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept and Authorize the Agreement, totaling \$90,000, between the Probation Department and the Riverside County Superintendent of Schools to participate in the implementation of a Community Diversion Team (CDT) program;
2. Authorize the Chief Probation Officer, or designee, to execute future ministerial amendments to this Agreement;
3. Approve and direct the Auditor-Controller to make budget adjustments as outlined in the attached Schedule A for Fiscal Year 2014/15; and
4. Amend Ordinance No. 440 pursuant to Resolution 440-8973 submitted herewith.

BACKGROUND:

Summary

Continued on page 2.

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez 7/17/14

Mark A. Hake
Mark A. Hake
Chief Probation Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 90,000	\$	\$ 90,000	\$	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: 14/15

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature BY: Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-8973 is adopted as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 29, 2014
xc: Probation, HR, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.: _____ District: 2 _____ Agenda Number: _____

3-37

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: _____
Approved by Michael T. Stock
Asst. County Executive Officer/
Human Resources Director
Departmental Concurrence

A-30 Positions Added
 4/5 Vote Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Accept and Approve the Community Diversion Team Agreement with the Riverside
County Superintendent of Schools and Amend Ordinance No. 440 pursuant to Resolution 440-8973
submitted herewith. District: 2 [\$90,000] Source of Funds: Riverside County Superintendent
of Schools**

DATE: July 17, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Riverside County Superintendent of Schools (Superintendent) Arlington Regional Learning Center, an alternative education high school, serves students who have been expelled from their home school districts and need an opportunity to earn credits, do community service, and learn crucial academic and social skills that will help them return to their home school districts, graduate, and be contributing members of the community.

In an effort to provide youths an opportunity to overcome past challenges and create new beginnings, the Superintendent approached the Probation Department (Probation) to test a pilot supervision program, a Community Diversion Team (CDT), for one year to determine its viability. This program will provide early intervention services specifically targeting youth that are status offenders, Welfare and Institutions Code (WIC) 601. Youths classified as WIC 601 are the pre-delinquent youth committing non-criminal infractions such as truants, incorrigibles, and curfew violators. The CDT program endeavors to 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, the number of youth in custody, the number of juvenile court petitions, and the level of youth substance abuse at school and in the community.

Youth in attendance at the Arlington Regional Learning Center will be evaluated for eligibility and referred to the Deputy Probation Officer II for participation. Both the youths and their parents/legal guardians will be asked to sign a participation agreement and attend CDT programming. Participation in CDT is entirely voluntary. The goal is to have youths return to their home school districts after completing their expulsion period and successfully participating in CDT, in the hopes of becoming contributing members of the community and discouraging them from taking that next irreversible step of committing a criminal offense (WIC 602).

Through funding by the Superintendent, Probation is able to participate in this pilot program by providing a Deputy Probation Officer II. At the end of the one-year testing period, the program will be evaluated to determine its success and continuation. Should the program be deemed successful and continue beyond one year, funding for the Deputy Probation Officer II will continue to be provided by the Superintendent. No additional net county cost will be required and there is no county match requirement. In accordance with Policy A-30, all positions in the attached resolution will be deleted upon termination of the funding. The current fiscal year budget adjustments for Probation of \$90,000 are outlined in the attached Schedule A.

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 introduce this new program as an early intervention approach to preventing and suppressing juvenile delinquency. While Probation currently provides the Youth Accountability Teams throughout the county also providing supervision and intervention programs for at-risk youth, the CDT program is specifically addressing the earlier stage of the pre-delinquent population, the 601 WIC status offender or incorrigible youth, providing valuable experiences while enabling them to make positive contributions to their communities.

Schedule A
Riverside County Probation Department
Community Diversion Team
Fiscal Year 2014/15

Increase Appropriations:

10000-2600200000-510040	Regular Salaries	\$ 61,644
10000-2600200000-518100	Budgeted Benefits	<u>28,356</u>
	Total	\$ 90,000

Increase Estimated Revenue:

10000-2600200000-777520	Reimbursement For Services	\$ 90,000
	Total	\$ 90,000

1 RESOLUTION NO. 440-8973

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on July 29, 2014, that pursuant to Section 4(a)(ii) of Ordinance No.
5 440, the Chief Probation Officer is authorized to make the following listed change(s), operative on the
6 date of approval, as follows:

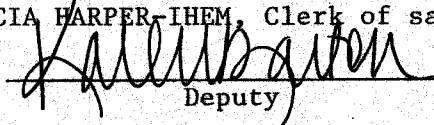
7 Job
8

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

9
10
11 ROLL CALL:

12 Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
13 Nays: None
14 Absent: None

15 The foregoing is certified to be a true copy of a resolution duly
16 adopted by said Board of Supervisors on the date therein set forth.

17 KECIA HARPER-IHEM, Clerk of said Board
18 By 
19 Deputy

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

MEMORANDUM OF UNDERSTANDING
Community Diversion Team at Superintendent Site Arlington Regional Learning Center

This Memorandum of Understanding made and entered into this 1st day of August 2014, 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 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 **August 1, 2014 through June 30, 2015** 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 services at an annual salary amount of \$77,926, not to exceed \$90,000, in compensation expenses. 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.

The Probation Department will provide a Deputy Probation Officer II.

The Deputy Probation Officer will:

- A. Be based at the Arlington Regional Center located at 4565 Arlington Avenue Riverside Ca;
- B. 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;
- C. 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;

- D. Conduct assessments of juveniles, develop appropriate rehabilitative plans and refer the juvenile, his or her family or both, to appropriate counseling services;
- E. Supervise cases, counsel juveniles and their families;
- F. Ensure behavior contracts and the terms of 601 WIC supervision are complied with;
- G. Conduct home visits regarding truant or at-risk youth;
- H. Assist in the development of listings for community-based organizations providing services in the respective areas;
- I. Act as spokesperson and liaison with public and private agencies;
- J. Conduct public information and education sessions;
- K. 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;
- L. Work as part of a campus team at assigned school site; and
- M. 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 II;
- 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:

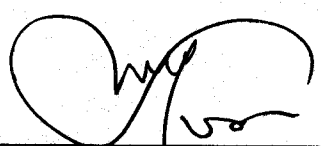
Riverside County Superintendent of Schools
Contracts and Purchasing Services
Attn: Mark Banks
P.O. Box 868
Riverside, CA 92502
(951) 826-6577

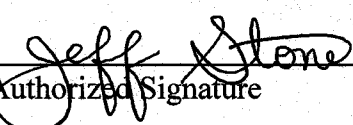
Riverside County Probation Department
Attn: Contracts and Grants Unit
P.O. Box 833
Riverside, CA 92502
(951) 955-2830

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 
Authorized Signature

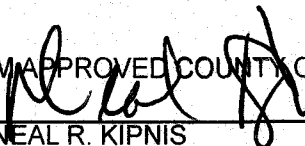
Signed 
Authorized Signature

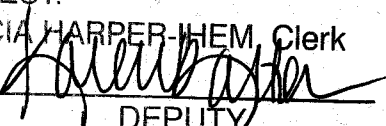
Dr. Diana Walsh-Reuss, Associate Superintendent
Printed Name

Jeff Stone, Chairman of the Board of Supervisors
Printed Name

Date 6/17/14

Date JUL 29 2014

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 7/14/14

ATTEST:
KECIA HARPER-HEM, Clerk
By 
DEPUTY