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Contract Number

**23-526**

SAP Number

## Probation Department

<b>Department Contract Representative</b>	Tracy Reece
<b>Telephone Number</b>	(909) 387-5692
<b>Contractor</b>	San Bernardino County Superintendent of Schools
<b>Contractor Representative</b>	Kevin Garcia, Program Manager Procurement and Warehouse Services
<b>Telephone Number</b>	(909) 386-9508
<b>Contract Term</b>	June 14, 2023 to June 13, 2028
<b>Original Contract Amount</b>	\$0
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$0
<b>Cost Center</b>	4810001000

**Briefly describe the general nature of the contract:** Non-financial Memorandum of Understanding with San Bernardino County Superintendent of Schools for Building Skills Vocational and Job Readiness Training Program from June 14, 2023 to June 13, 2028.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

*Jolena Grider*  
Jolena Grider, Deputy County Counsel

Date 5/26/2023

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

*Tracy Reece*  
Tracy Reece, Chief Probation Officer  
6/2/2023

Date

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS**  
**and**  
**SAN BERNARDINO COUNTY PROBATION DEPARTMENT**  
**for**  
**BUILDING SKILLS VOCATIONAL & JOB READINESS TRAINING PROGRAM**

**June 14, 2023 – June 13, 2028**

**WHEREAS**, the San Bernardino County Superintendent of Schools (School) administers detention-based education services, which includes the Regional Occupational Program for youth; and

**WHEREAS**, the San Bernardino County Probation Department (Probation) operates two San Bernardino County (County) juvenile detention facilities for at-risk youth (Youth): A Restorative Integration for Successful Engagement (ARISE) and the Central Valley Juvenile Detention Center (CVJDAC); and

**WHEREAS**, the School desires to expand the Regional Occupational Program (ROP) to provide eligible Youth with building skills vocational and job readiness training (Training Program) at ARISE and CVJDAC; and

**WHEREAS**, School and Probation wish to implement the Training Program for the Youth at ARISE and CVJDAC;

**NOW, THEREFORE**, School and Probation mutually agree as follows:

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Attachment A – Training Program

## I. SCHOOL'S RESPONSIBILITIES

School shall:

- A. Oversee instruction and programming of Training Program upon agreement by Probation.
- B. Secure, provide and maintain the Training Program courses to referred Youth, to include but not limited to, the courses identified in **Attachment A**.
- C. Approve the enrollment of eligible Youth into the Training Program, with input from Probation, and exercise final approval on enrollment concerns.
- D. School shall provide services at the following locations:
  - 1. **A Restorative Integration for Successful Engagement (ARISE)**  
21101 Dale Evans Parkway  
Apple Valley, CA 92307
  - 2. **Central Valley Juvenile Detention Center (CVJDAC)**  
900 East Gilbert  
San Bernardino, CA 92415
- E. Track and report Training Program outcomes based on mutually agreed upon guidelines.
- F. Provide Probation with required data for Training Program tracking purposes.
- G. Require identified employees to attend all necessary training for certification in order to instruct in the established Training Program.
- H. Provide classroom/workstation materials, at School's expense.
- I. Assume all liability for Youth and School employees arising from the use of Training Program materials provided by the School during scheduled training hours.
- J. Allow the County access to Training Program site and materials during non-school, evening and weekend hours to provide extended training services to additional Youth referred at County's discretion.
- K. Assume all Training Program costs for participants during regularly scheduled Training Program hours established for Youth enrolled by School.

## II. PROBATION RESPONSIBILITIES

Probation Shall:

- A. Provide adequate classroom space within ARISE and CVJDAC facilities to accommodate up to ten (10) workstations at each location.
- B. Refer eligible Youth to School for enrollment in the Training Program.
- C. Provide a minimum of one (1) employee, per site, to attend all necessary training for certification, at School's expense, in order to assist with instruction in the established

Training Program. Probation staff will attend School's professional development and training when appropriate and applicable.

- D. Provide School with required data for Training Program tracking purposes.
- E. Assume all liability for Youth and County employees arising from the use of Training Program materials provided by the County during non-regular training hours.
- F. Assume all Training Program costs for Youth during non-regular Training Program hours established for Youth enrolled by County.

### **III. MUTUAL RESPONSIBILITIES**

Pursuant to this Memorandum of Understanding (MOU), Probation and School agree that they shall in good faith:

- A. Identify, screen and select Youth to participate in the Training Program.
- B. Collaborate together to determine which data is needed to track and report Training Program outcomes.
- C. Establish mutually agreed upon methods for the exchange of information, including statistical data and measurement outcomes as may be necessary in order that each party may perform its duties and functions under this Agreement. Establish appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations and County policies.
- D. Establish mutually agreed upon class schedules.
- E. Establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a process to escalate problem resolution through each Department's mutual chain of command, as deemed necessary.
- F. Participate in team case conferencing and case screening reviews of Training Program participants and their Training Program status, as necessary.
- G. Develop and implement procedures and forms necessary to administer and document Training Program activity, referral, participation, compliance and effectiveness.
- H. Utilize existing procedures for resolving grievances as related to the services contemplated under this Agreement.
- G. Be responsible for the control and supervision of all Youth during regularly scheduled Training Program hours.

### **IV. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its

having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both Parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. As public entities of San Bernardino County, School and Probation are self-insured under the laws of the State of California, and all associated employees performing services covered under this MOU are Probation employees or School employees.

## **V. TERM**

This Agreement is effective as of June 14, 2023 and it expires June 13, 2028 but may be terminated at any time without cause by School or by Probation upon written notice given to the other at least fifteen (15) days before the date specified for such termination. Any such termination date shall coincide with the end of the calendar month.

## **VI. INDEMNIFICATION**

School agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this MOU resulting from the negligent acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefor except where such indemnification is prohibited by law.

The County agrees to indemnify, defend (with counsel reasonably approved by School) and hold harmless the School and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this MOU resulting from the negligent acts, errors or omissions of the County, its authorized officers, employees, agents or volunteers and for any costs or expenses incurred by School on account of any claim therefor except where such indemnification is prohibited by law.

In the event that the County and/or School are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, the County and/or School shall indemnify the other to the extent of its comparative fault.

## **VII. INSURANCE**

School and County are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation. School and County warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this MOU.

## **VIII. FISCAL**

There shall be no remuneration for the services provided through this MOU.

**IX. ELECTRONIC SIGNATURES**

This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

**X. CONCLUSION**

This MOU, consisting of eight (8) pages, including attachments, is the full and complete document describing the services to be rendered by School to County including all covenants, conditions and benefits.

**IN WITNESS WHEREOF**, the San Bernardino County and the School have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► 

Dawn Rowe, Chair, Board of Supervisors  
Address: 385 N. Arrowhead  
San Bernardino, CA 90415

Dated: JUN 13 2023

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED TO  
THE CHAIRMAN OF THE BOARD

By   
Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County



SAN BERNARDINO COUNTY PROBATION  
DEPARTMENT

By ►   
DocuSigned by:  
7E110300EB6F42A...

Name: Tracy Reece

Title: Chief Probation Officer

Dated: 6/2/2023

SAN BERNARDINO COUNTY SUPERINTENDENT  
OF SCHOOLS

By ►   
DocuSigned by:  
AE268B5141D046B...

Name: Kevin Garcia

Title: Program Manager Procurement and  
Warehouse Services

Dated: 5/26/2023



## ATTACHMENT A – Training Program

Regional Occupational Program - ROP		
Course	Construction Trades: Laborers, Plumbing & Painting	
Blueprint Reading	Estimation Skills	Plumbing
Cabinet Making	Finish Carpentry	Power Tools
Coding	Green Construction	Roof Framing
Communication	Hand Tools	Surveying & Site Planning
Concrete	HVAC	Tile Setting
Drywall	Masonry	Wall Framing
Electrical	Painting	Weatherization
<b>Course Description:</b>		
<p>This course provides instruction and training for Youth interested in construction occupations. Youth that achieve competency in this course will obtain entry-level skills in building maintenance and could obtain employment in the construction and repair field with residential and commercial complexes and residential refurbishing agencies. Youth could also obtain entry-level positions with general and specific contractors. Instruction and practical experience include blueprint reading, basic plumbing, electrical, masonry and concrete, flooring, drywall, carpentry, and roofing. Youth are introduced to hand and power tools used in construction and trained how to properly operate those tools in a safe manner.</p>		