

FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis*
 ANITA C. WILLIS
 DATE: 4-2-15

619



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

FROM: Probation Department

SUBMITTAL DATE:
 April 2, 2015

SUBJECT: Approve the Memorandum of Agreement for the Riverside County Probation Department in cooperation with the Riverside County Office of Education; Districts – All; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of Board to execute the attached Memorandum of Agreement for the Riverside County Probation Department, in cooperation with the Riverside County Office of Education to provide educational services throughout the Riverside County Probation Department's juvenile detention and treatment facilities; and
2. Authorize the Chief Probation Officer, or designee to execute non-monetary amendments for a term of ten (10) years to the Memorandum of Agreement.

BACKGROUND:

Summary

Per Title 15; Article 6; Section 1370, the administration and operation of juvenile court schools shall be provided by the County Board of Education, in conjunction with the Chief Probation Officer. The facility school programs are to comply with the State Education Code and County Board of Education policies, all applicable federal education statutes and regulations.

(continued on page 2)

Mark A. Hake
 Mark A. Hake
 Chief Probation Officer
 Assistant Chief Probation Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 2014/2015	

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*
 County Executive Office Signature Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: District: All Agenda Number:

3-12

Departmental Concurrence

BACKGROUND:

Summary (continued)

Pursuant to the Welfare and Institutions Codes (WIC) 852 and 889, juvenile detention and treatment facilities located throughout Riverside County are under the management of the Chief Probation Officer of Riverside County. The Superintendent of Schools of Riverside County and the Riverside County Board of Education are responsible for the administration and operation of public schools in any county juvenile detention and treatment facility. In order to define an operational plan and comply with Title 15 and WIC, the Riverside County Probation Department (Probation), in cooperation with the Riverside County Office of Education (RCOE), has agreed to enter into an inter-agency Memorandum of Agreement to provide a mechanism through which the agencies will define the roles and responsibilities for the educational services at the probation's juvenile detention and treatment facilities located throughout Riverside County.

Impact on Residents and Businesses

Juvenile delinquency is a county-wide challenge that impacts the safety and well-being of Riverside County's citizens. Sadly, many delinquent youth only avail themselves of educational services when in a detention setting. The delivery of an effective educational program is therefore crucial to ensuring these youth develop the basic academic and social skills necessary to acquire and maintain gainful employment. In response to this challenge, Probation and RCOE continue to provide education services that incorporate the state-mandated academic curriculum with evidence based practices and social awareness programming to better prepare these youth to make positive contributions to their communities and the local economy upon their release.

ATTACHMENTS:

Memorandum of Agreement



RIVERSIDE COUNTY PROBATION DEPARTMENT AND

RIVERSIDE COUNTY OFFICE OF EDUCATION

MEMORANDUM OF AGREEMENT

**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
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1.0 PURPOSE

The Riverside County Probation Department (Probation), in cooperation with the Riverside County Office of Education (RCOE), enters into this inter-agency Memorandum of Agreement (MOA). This Agreement provides the mechanism and defines the roles and responsibilities through which these agencies will work together to provide educational services at Probation's juvenile detention and treatment facilities located throughout Riverside County.

Probation and RCOE acknowledge that, per Welfare & Institutions Code (WIC) Section 852, the facilities are under the management of the Chief Probation Officer of Riverside County. Each facility manager has the responsibility of their respective facility pursuant to WIC Section 853. The agencies also acknowledge that per WIC Section 889 and Education Code Section 48645 et seq., the Superintendent of Schools of Riverside County and the Riverside County Board of Education are responsible for the administration and operation of public schools in any county juvenile detention and treatment facility. Both agencies agree to the following roles, responsibilities, and accompanying terms and conditions, which will remain in effect until terminated or modified as defined in section 4.0 of this MOA.

2.0 SCOPE

This MOA is to define an operational plan at the identified facilities through which youth and emerging adults receive educational services that meet their needs and, where applicable, also receive customized case plans, including Individual Learning Plans (ILPs), 504 Plans, English Language Development (ELD) Plans, or Individualized Education Programs (IEPs). This agreement shall apply to Indio Juvenile Hall, Riverside Juvenile Hall, and Southwest Juvenile Hall.

3.0 TERM

This MOA shall be effective upon execution by signatures of both the Chief Probation Officer of Riverside County and the Superintendent of Schools of Riverside County or their respective designees. The term of this MOA shall be for the Riverside County fiscal year commencing on July 1, 2014 and ending on June 30, 2015. Thereafter, this MOA will automatically renew in one year increments, for ten years, for each entire fiscal year from July 1 to June 30, unless modified as defined in section 4.0 of this MOA or either party provides termination notice 180 days before June 30 of each fiscal year.

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4.0 AMENDMENT OF MOA

This MOA, along with any incorporated attachments, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOA. No addition to, or alteration of, the terms of this MOA whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this MOA formally approved and executed by both Probation and RCOE.

This MOA may be amended at any time with the written concurrence of all parties. Consideration for amendment will be given upon written notification by one party to the other. Probation and RCOE will review this MOA at least annually and modify as needed.

5.0 AGENCY REPRESENTATIVES

The following agency representatives will serve as the primary points of contact as it relates to accomplishing the terms of this Agreement.

Division Director for each facility location as defined in section 2.0 of this MOA.

Charles Fischer, RCOE Alternative Education Executive Director & Ann Vessey, RCOE Special Education Executive Director

6.0 DEFINITIONS

“Alternative Education Executive Director” means Executive Director employed by the Riverside County Office of Education to oversee the educational programs at all alternative education sites in Riverside County.

“Special Education Executive Director” means Executive Director employed by the Riverside County Office of Education to collaborate with the alternative education director regarding the special education students attending alternative education sites.

“Facility Manager” means Division Director or other person in charge of the day-to-day operation of a facility holding youths.

“English Language Development Plan (ELD)” is a Comprehensive Literacy and Oral Language Development Approach for English Language Acquisition.

“HIPAA”, the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health

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1 information provided to health plans, doctors, hospitals and other health care providers.
2 Developed by the [Department of Health and Human Services](#), these new standards
3 provide patients with access to their medical records and more control over how their
4 personal health information is used and disclosed.

5
6 *“Individualized Education Programs (IEP’s)”* IEP defines the individualized objectives of a
7 child who has been found with a disability, as defined by federal regulations. The IEP is
8 intended to help children access the curriculum being taught in the alternative education
9 programs. In all cases the IEP must be tailored to the individual student's needs as
10 identified by the IEP evaluation process.

11
12 *“Individual Learning Plan (ILP’s)”* is a user (student) specific program or strategy of
13 education or learning that takes into consideration the student's strengths and
14 weaknesses.

15
16 *“Prison Rape Elimination Act (PREA)”* is a Federal law established to address the
17 elimination and prevention of sexual assault and rape in correctional systems. PREA
18 applies to all federal, state, and local prisons, jails, police lock-ups, private facilities, and
19 community settings such as residential facilities.

20
21 *“Title 15 CCR”* means the minimum standards for juvenile facilities under California Code
22 and Regulations, Title 15.

23
24 *“Transition Plan”* transition plan is the section of the Individualized Education Program
25 (IEP) that outlines transition goals and services for the student. The transition plan is
26 based on a high school student's individual needs, strengths, skills, and interests.
27 Transition planning is used to identify and develop goals which need to be accomplished
28 during the current school year to assist the student in meeting his post-high school goals.

29
30 *“Pupil Records Online Management Information System (PROMIS)”* is the Riverside County
31 Office of Education’s student information data management system.

32
33 **7.0 ROLES AND RESPONSIBILITIES**

34 7.1 RCOE shall comply with California Code of Regulations (CCR), Title 15 – Minimum
35 Standards for Juvenile Facilities, §1370.

36 A. School Programs

37 The County Board of Education shall provide for the administration and
38 operation of juvenile court schools in conjunction with the Chief Probation

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1 Officer, or designee. The school and facility administrator (Chief Probation
2 Officer) shall develop and implement written policy and procedures to ensure
3 communication and coordination between educators and probation staff. The
4 facility administrator shall request an annual review of each required element of
5 the program by the Superintendent of Schools or designee, and a report or
6 review checklist on compliance, deficiencies, and corrective action needed to
7 achieve compliance with this section. Such a review, when conducted, cannot
8 be delegated to the principal or any other staff of any juvenile court school site.
9 At the discretion of the Superintendent of Schools or designee, this review may
10 be conducted by a qualified outside agency or individual. Upon receipt of the
11 review, the facility administrator or designee shall review each item with the
12 Superintendent of Schools or designee and shall take whatever corrective action
13 is necessary to address each deficiency and to fully protect the educational
14 interests of all youth in the facility.

15 **B. Required Elements**

16 The facility school program shall comply with the State Education Code and
17 County Board of Education policies, all applicable federal education statutes and
18 regulations and provide for an annual evaluation of the educational program
19 offerings. Youth shall be provided a quality educational program that includes
20 instructional strategies designed to respond to the different learning styles and
21 abilities of students.

- 22 1. The course of study shall comply with the State Education Code and include,
23 but not be limited to, the following:
 - 24 a. English/Language Arts,
 - 25 b. Social Sciences,
 - 26 c. Physical Education,
 - 27 d. Science,
 - 28 e. Health,
 - 29 f. Mathematics,
 - 30 g. Fine Arts/Foreign Language, and
 - 31 h. Electives (including career education).
- 32 2. General Education Development (GED) preparation shall be made available
33 to eligible youth.
- 34 3. Supplemental instruction shall be afforded to youth who do not demonstrate
35 sufficient progress towards passing the California High School Exit Exam
36 (CAHSEE) as set forth in the Education Code.
- 37 4. The minimum school day shall be consistent with State Education Code
38 Requirements for juvenile court schools.

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1 C. School Discipline

- 2 1. The educational program shall be integrated into the facility's overall
3 behavioral management plan and security system.
4 2. School staff shall be advised of administrative decisions made by probation
5 staff that may affect the educational programming of students.
6 3. Expulsion/suspension from school shall follow the appropriate due process
7 safeguards as set forth in the State Education Code including the rights of
8 students with special needs.
9 4. The facility administrator, in conjunction with education staff shall develop
10 policies and procedures that address the rights of any student who is having
11 difficulty completing a school day.
12 5. Any removal from school for behavioral reasons shall be documented. Copies
13 of the documentation shall be provided to the duty officer prior to the end of
14 the school day.

15 D. Provisions for Individuals with Special Needs

- 16 1. Educational instruction shall be provided to youths restricted to high security
17 or other special units.
18 2. State and federal laws shall be observed for individuals with special
19 education needs.
20 3. Youth identified as Limited English Proficient (LEP)/English Learners (EL) shall
21 be afforded an educational program that addresses their language needs
22 pursuant to all applicable state and federal laws and regulations governing
23 programs for LEP students.

24 E. Educational Screening and Admission

- 25 1. Youth shall be interviewed by RCOE staff after admittance and a written
26 record prepared that documents a youth's educational history, including but
27 not limited to:
28 a. School progress/school history;
29 b. Home Language Survey and California English Language Development
30 Test (CELDT) results to determine whether the youth is LEP/EL, Fluent
31 English Proficient (FEP) as defined by the Education Code;
32 c. Migrant status as defined by the Education Code;
33 d. Special needs, including special education and 504 eligibility when
34 appropriate; and
35 e. Discipline problems.
36 2. Youth will be enrolled in school as soon as possible, but not to exceed three
37 school days after admission to the facility. Educational staff shall conduct an

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1 assessment to determine the youth's general academic functioning levels to
2 enable placement in core curriculum courses.

3 3. After admission to the facility, a preliminary education plan shall be
4 developed by RCOE staff for each youth within five school days.

5 4. If a youth is detained, the education staff shall immediately request the
6 youth's records from his/her prior school(s), including, but not limited to,
7 transcripts, Individual Education Program (IEP), 504 Plan, CELDT scores,
8 CAHSEE results, immunization records and exit grades. Upon receipt of the
9 transcripts, the youth's educational plan shall be reviewed and modified as
10 needed. For students in special education, records must be received within 5
11 school days. If student records are not received, the Executive Director of
12 Special Education shall be notified on the next school day following the five
13 day window.

14 F. Educational Reporting

15 1. The complete facility educational record of the youth shall be forwarded to
16 the next educational placement upon request in accordance with the State
17 Education Code.

18 2. The County Superintendent of Schools shall provide appropriate credit (full
19 or partial) for course work completed while in juvenile court school.

20 G. Classroom cleaning and maintenance

21 Except for classrooms at Southwest Juvenile Hall, classroom E at Indio Juvenile
22 Hall and the classrooms on Units 9 and 10, at Riverside Juvenile Hall, RCOE shall
23 ensure adequate cleaning, maintenance (including graffiti abatement and
24 removal), and repairs of classrooms and other educational space.

25 H. Outside vendors

26 RCOE shall advise the Duty Officer whenever they desire to arrange for outside
27 vendors or visitors to enter the grounds of a Probation Facility. Access is subject
28 to approval by the facility managers or designee. If approval is granted,
29 probation shall provide an escort and supervision.

30 I. Prison Rape Elimination Act

31 Comply with the requirements under the Prison Rape Elimination Act 2003 by
32 ensuring all RCOE employees who may have contact with youth in Probation's
33 facilities, have successfully passed a criminal background check.

34 1. Consult with child abuse registry maintained by the state or locality in which
35 the employee will be employed.

36 2. Consult with Probation regarding current and potential new employees, who
37 may have contact with youth in Probation's facilities, who have a
38 substantiated or unsubstantiated allegation of sexual harassment.

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- 1 3. Criminal background checks shall be completed every five years or have a
2 system in place to capture such information for all employees who may have
3 contact with youth in Probation’s facilities.
4 4. Provide a live scan set of prints to the Probation Department.
5

6 7.2 Probation shall:

- 7 A. Be responsible for the safe order and operation of each probation facility.
8 B. Provide reasonable advance notice to RCOE staff of any changes in safety and
9 security measures.
10 C. Ensure that the procedures to deliver youth to their educational program do not
11 interfere with the time afforded for the minimum instructional day.
12 D. Provide RCOE staff with a list of students designated to attend school and
13 encourage all students to attend school for a minimum of 240 minutes of daily
14 instruction, unless properly excused.
15 E. Notify RCOE staff of any student with identified special education and/or limited
16 English needs if that information is available at the time of intake.
17 F. Provide orientation training to all school staff (including substitutes) regarding
18 probation’s roles and responsibilities in an institutional setting as well as the
19 expectations of RCOE staff for maintaining safety and security of the facility,
20 youth, and staff.
21 G. Provide a daily list to RCOE staff of students to be transferred between facilities
22 and units.
23 H. Provide adequate staff to supervise state mandated testing, IEPs, and
24 assessments.
25 I. Within its sole discretion, Probation may direct RCOE staff to vacate a probation
26 facility.
27 J. On the authority of the facility managers or designee, Probation may deny RCOE
28 staff access to a Probation facility. This action requires the immediate
29 notification of executive personnel with RCOE and the Chief Deputy of
30 Institutions.
31 K. For Southwest Juvenile Hall, classroom E at IJH, and the classrooms on Units 9
32 and 10 at RJH: Ensure adequate cleaning, maintenance (including graffiti
33 abatement and removal), and repairs of classrooms and other educational space,
34 for delivery of educational services.
35 L. Upon approval by the facility managers or designee, in conjunction with RCOE
36 staff, supervise outside vendors / visitors whose access to the facility has been
37 requested by RCOE.
38

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1 7.3 RCOE and Probation Data Exchange

2 Share specified student data information between RCOE, Probation, and other
3 school districts, to the extent permissible by law.

4
5 A. Nightly Exchange of Data:

6 1. FREQUENCY: Probation will send a nightly report to RCOE.

7
8 2. DATA CRITERIA: The date sent will reflect all youth admitted, release, or
9 transferred from each facility for that day.

10
11 3. FIELDS: The report will contain the following fields:

12 a. Facility_Location (SJH, RJH, IJH),

13 b. Probation_Client_Number,

14 c. Client_Name,

15 d. Release_Type, and

16 e. Admit/Release/Transfer.

17
18
19 4. DESTINATION: The file will be sent to RCOE's root directory to their ftp
20 server; <ftp.rcoe.us> in csv format which can be opened in EXCEL.

21
22 5. FILE NAME: The file name will be a combination of the word 'Probation' and
23 the send date (For example: the October 23, 2013 file name would be
24 Probation 10232013.csv).

25
26 6. FORMAT: .csv

27
28 B. Quarterly Exchange of Data:

29 1. FREQUENCY: RCOE will send to Probation on a quarterly basis a file to be
30 compared with Probation's minor population for the purpose of matching
31 services.

32
33 2. DATA CRITERIA: The following three criteria groups will be used for
34 identification of individuals of the RCOE list and Probation minors:

35 a. First_Name, Last_Name, and Date_Of_Birth exact match,

36 b. First_Name and Date_Of_Birth exact match, and

37 c. Last_Name and Date_Of_Birth exact match.

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- 1 3. FIELDS: RCOE will send a file to Probation containing the following data
2 fields:
- 3 a. PROMIS_Enrollment_ID,
 - 4 b. Last_Name,
 - 5 c. Middle_Name,
 - 6 d. First_Name,
 - 7 e. Date_Of_Birth,
 - 8 f. Address_City,
 - 9 g. School_Code,
 - 10 h. School_Enter_Date,
 - 11 i. School_Exit_Date,
 - 12 j. Probation_Officer_Last_Name,
 - 13 k. Probation_Officer_First_Name,
 - 14 l. Probation_County,
 - 15 m. Probation_Phone, and
 - 16 n. Probation_Comments.
- 17
- 18 4. FIELDS: Probation will return the following to RCOE when data elements
19 defined in Section II (B) match.
- 20 a. PROMIS_Enrollment_ID,
 - 21 b. Probation_Client_Number,
 - 22 c. Last_Name,
 - 23 d. First_Name,
 - 24 e. Probation_Officer_Last_Name,
 - 25 f. Probation_Officer_First_Name,
 - 26 g. Probation_County,
 - 27 h. Probation_Phone, and
 - 28 i. Supervision_Type.
- 29
- 30 5. DESTINATION: The file will be sent to RCOE's root directory to their ftp
31 server; <ftp.rcoe.us> in csv format which can be opened in EXCEL.
- 32
- 33 6. FILE NAME: Based on the three criteria in Section II (B), the follow files will be
34 sent to RCOE in a .txt format.
- 35 a. Probation_RCOE_Extract_(DATE)_Match_First_Last_DOB.txt,
 - 36 b. Probation_RCOE_Extract_(DATE)_Match_First_DOB_Unverified.txt, and
 - 37 c. Probation_RCOE_Extract_(DATE)_Match_Last_DOB_Unverified.txt.

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1 7. FORMAT: RCOE will send a .txt file to Probation. Probation will send a .txt file
2 to RCOE.
3

4 **8.0 ADMINISTRATION RESPONSIBILITIES AND OBLIGATIONS**

5 8.1 Health Insurance Portability Accountability Act (HIPAA)

6 Under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C.
7 1320d et seq. and 162 and 164 (“Privacy Rule and Security Rule”), RCOE must
8 comply with the Security Rule as a business associate. If, under the agreement, it
9 receives, maintains or transmits any health information in electronic form in
10 connection with a transaction covered by part 162 of Title 45 of the Code of Federal
11 Regulations, Probation and RCOE acknowledge that HIPAA mandates them to
12 comply as business associates in order to safeguard protected health information
13 that may be accessed during the performance of this agreement. The parties agree
14 to the terms and conditions set forth from the County Board of Supervisors Policy
15 No. B-23.
16

17 8.2 Facility Space

18 Probation will provide RCOE with space to provide educational services. This will
19 include the provision for local telephone service, utilities, computer access, office
20 space, and reasonable space for the storage of necessary supplies and educational
21 records. Based on space availability, Probation may provide storage space for
22 educational records of youths who are no longer in custody.
23

24 RCOE will consult and coordinate with Probation for staffing and space requirements
25 needed for the implementation of educational programs prior to these programs
26 being implemented. As facilities are remodeled or new ones are planned and
27 constructed, Probation will consult with RCOE regarding the needs and
28 requirements for educational services.
29

30 8.3 Materials, Supplies, Equipment, and Maintenance

31 RCOE is responsible for providing all supplies, materials, and equipment required in
32 the educational setting including computers, projectors, books, paper, pencils or any
33 other items used to conduct normal classroom activities. RCOE is responsible for
34 general housekeeping to areas assigned. RCOE is responsible for maintenance, and
35 replacement of telephones, furniture, computer equipment, and regular servicing
36 required.
37

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1 Probation is responsible for security and structural integrity of the buildings.
2 Probation is responsible for general housekeeping of the classroom/facilities.

3
4 **8.4 Training and Orientation**

5 Probation will provide a “general” facility and security orientation for all new RCOE
6 staff working in detention / treatment facilities.

7
8 **8.5 Staff Meals**

9 Probation shall make meals available to the RCOE staff working in detention/
10 treatment facilities, in accordance with each facility’s meal schedule and menu.

11
12 **8.6 Grievances by Youths & Citizen Complaints**

13 Probation shall handle all grievances made by youths involving educational services
14 in accordance with Institutions Policy and Procedure 1361.

15
16 Whenever a complaint is received directly by RCOE regarding the care or treatment
17 of a youth that involves one of their staff members, RCOE will immediately notify the
18 facility manager(s). Any time Probation receives a complaint involving an RCOE
19 employee, Probation will notify the staff member’s administrator.

20
21 Probation will review complaints regarding educational services or against RCOE
22 staff that appear to include the possibility of criminal charges. If it appears that a
23 criminal matter has occurred, Probation will refer the matter to the appropriate law
24 enforcement agency. RCOE will be consulted during the investigation, if it does not
25 compromise the integrity of the investigation, and upon its completion.

26
27 Citizen complaints or complaints by youths received directly by RCOE regarding
28 Probation personnel shall be forwarded to the facility manager(s) immediately.

29
30 **8.7 Independent Capacity: Hiring and Management of RCOE Employees**

31 RCOE has the authority and responsibility to recruit, hire, evaluate, discipline, and
32 terminate their employees. RCOE employees will conform to standards of behavior
33 (professional and security) as established by joint agreement between Probation and
34 RCOE and within the guidelines and standards for employees as established by the
35 County. The standards will include appropriate regard for security requirements
36 contained in the Probation Department General Policy and Procedures, and
37 professional conduct as established by Probation and RCOE management. Disputes
38 between Probation and RCOE regarding staff shall be brought to the attention of the

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1 facility manager(s) and RCOE Superintendent or designee for resolution. Each Party
2 shall act in an independent capacity and not as an agent or employee of the other.
3

4 **8.8 Inter-Agency Meeting Agreement**

5 Facility Manager(s) and Site Administrator agree to meet monthly as part of an inter-
6 agency meeting, including representatives from Detention Health Services and the
7 Department of Mental Health. The purpose of the meeting is to discuss service
8 provisions to the youth in facilities and to resolve issues. Probation shall be
9 responsible to maintain a roster, record the meeting minutes, and be responsible for
10 the distribution of the minutes to the agency representatives.
11

12 **9.0 AUDITS**

13 RCOE agrees that any duly authorized representative of the Federal, State or County
14 Government shall have the right to audit, inspect, excerpt, copy or transcribe any
15 pertinent records and documentation relating to this MOA. Any audit exception, as it
16 relates to this MOA, resulting from an audit conducted by any duly authorized
17 representative of the Federal, State or County Government shall be the responsibility of
18 RCOE. Any audit disallowance adjustments must be paid in full upon demand if required,
19 or may be withheld at the discretion of the Chief Probation Officer against amounts due
20 to RCOE under this MOA.
21

22 **10.0 RECORDS RETENTION**

23 Each party agrees to retain all records pertaining to this MOA for the period indicated in
24 the Riverside County Records Retention General Schedule per Board of Supervisors Policy
25 A-43 unless otherwise indicated by the source of funds. If, at the end of the retention
26 period, there is ongoing litigation or an audit involving those records, each party shall
27 retain the original records until the resolution of such litigation or audit.
28

29 **11.0 CONFIDENTIALITY**

30 All parties agree to maintain the confidentiality of all client information in accordance
31 with all applicable Federal, State and local laws and regulations. Both parties will ensure
32 names, addresses, phone numbers, and any other individually identifiable information
33 concerning clients and services received are kept confidential.
34

35 **12.0 PERSONNEL DISCLOSURE AND BACKGROUND CHECK PROCEDURES**

36 **12.1 Background Check Procedures:**

37 Upon request by Probation, RCOE agrees to make available to Probation a current
38 list of all personnel that will be providing services under this agreement. This list

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1 shall include: all staff who work full, part-time, per-diem, or temporarily; a brief
2 description of the functions of each position; and the professional degree, license (if
3 applicable) and experience required for each position.
4

5 Probation reserves the right to conduct, at any time, background checks on
6 personnel assigned to a probation facility. Based on the background check,
7 Probation shall have the right to require replacement of any personnel. Probation
8 shall be provided immediate written notice of any changes in personnel providing
9 services under this MOA. In the event a background check is conducted, costs
10 associated with the background check will be the responsibility of Probation. In
11 addition, Probation shall have the right at any time to require RCOE to remove or
12 replace any personnel providing services under this MOA for any reason Probation
13 determines to be appropriate.
14

15 **12.2 Disclosure of Information Relevant to Client Safety**

16 As required by Penal Code Section 11105.3, RCOE agrees to notify Probation of any
17 RCOE employee assigned to any probation facility that has been convicted of any
18 crimes involving sex, drugs, violence, or felony offense, or who are known to have a
19 substantiated report of child abuse as defined in Penal Code Section 11165.12, who
20 occupy supervisory positions or disciplinary power over youths, or who occupies
21 supervisory or teaching positions over adult clients. Probation shall notify RCOE in
22 writing of any person not approved to work at any institution or treatment facility,
23 but to protect client confidentiality, may not be able to disclose the reason(s) for
24 non-approval. Upon notification, RCOE shall immediately remove that person from
25 providing services under this MOA.
26

27 **12.3 Disclosure of Information Relevant to Employee Safety**

28 As required by Penal Code Section 11105.3, RCOE agrees to notify Probation of any
29 RCOE employee assigned to any probation facility that has been convicted of any
30 crimes involving sex, drugs, violence, or felony offense, or who are known to have a
31 substantiated report of child abuse as defined in Penal Code Section 11165.12, who
32 occupy supervisory positions or disciplinary power over youths, or who occupies
33 supervisory or teaching positions over adult clients. The procedures for notification
34 are as follows:

- 35 A. When such information becomes known to RCOE, RCOE shall immediately notify
36 Probation concerning any arrests or convictions for anything other than minor
37 traffic offenses notwithstanding Driving Under the Influence or substantiated
38 allegations of child abuse by any paid employee.

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- B. In the event that notification is made, Probation will make the necessary contractual changes up to and including termination of this MOA.
- C. Failure to notify Probation immediately of the above is grounds for termination of this MOA.

13.0 HOLD HARMLESS AND INDEMNIFICATION

Each party shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnities) from any liability whatsoever, based on or asserted upon any services of Probation or RCOE, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOA, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Probation or RCOE, its officers, employees, subcontractors, agents or representatives, Indemnitors from this MOA. Probation and RCOE shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnities in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Probation and RCOE, Probation and RCOE shall at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of Riverside County; provided, however that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Probation and RCOE indemnification to Indemnities as set forth herein.

Probation's and RCOE's obligation hereunder shall be satisfied when Probation and RCOE has provided to Riverside County the appropriate form of dismissal relieving Riverside County from any liability for the action or claim involved.

14.0 ASSIGNMENT

This MOA shall not be assigned by any party hereto, either in whole or in part, without prior written consent of the other parties. Any assignment or purported assignment of this MOA without the prior written consent will be deemed void and of no force or effect.

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1 **15.0 LICENSE AND CERTIFICATIONS**

2 All parties verify upon execution of this MOA, that all work performed pursuant to this
3 MOA will, if applicable, possess a current and valid license/certification in compliance with
4 any local, State, and Federal laws and will be performed by properly trained and
5 licensed/certified staff.

6
7 **16.0 SEVERABILITY**

8 If any provision in this MOA is held by a court of competent jurisdiction to be invalid, void
9 or enforceable, the remaining provisions will nevertheless continue in full force without
10 being impaired or invalidated in any way.

11
12 **17.0 COMPENSATION**

13 No Party to this Agreement shall be obligated to pay any monetary compensation to the
14 other. Further no party to this Agreement shall be obligated to pay any third party as a
15 result of this Agreement.

16
17 California Department of Education provides primary funding for the education program
18 in juvenile detention and treatment facilities. Funds are generated through average daily
19 attendance of students enrolled in the schools in the juvenile detention and treatment
20 facilities.

21
22 **18.0 DISPUTE RESOLUTION**

23 If a dispute arises between RCOE and Probation under this MOA:

- 24 A. RCOE's site administrator and the facility manager shall meet and confer within
25 three (3) business days after a written request is produced by either party.
26 Within five (5) business days of receipt of the written request, the parties will
27 resolve the dispute and document either the resolution or reasons that a
28 resolution could not be reached.
- 29 B. If within five (5) business days following the initial conference, the above parties
30 cannot resolve the dispute, the matter will be forwarded to the Chief Deputy
31 Probation Officer of Institutions and the Riverside County Office of Education
32 Assistant Superintendent of Schools for resolution.
- 33 C. If within five (5) business days the Chief Deputy Probation Officer of Institutions
34 and the Riverside County Office of Education Assistant Superintendent of Schools
35 cannot resolve the dispute, the matter will be brought to the RCOE
36 Superintendent and Chief Probation Officer.
- 37 D. The timelines above may be extended by mutual agreement of the parties.
38 However, the total elapsed time shall not exceed thirty (30) business days.

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1 E. Both parties may mutually agree to skip a step(s) in the dispute resolution
2 process if they agree that the dispute must be resolved at a higher level of
3 management.
4

5 **19.0 NOTICES**

6 All notices, claims, correspondence, reports, and/or statements authorized or required by
7 this MOA shall be addressed for each location as follows:
8

9 Riverside County Probation Department

Riverside County Office of Education

10 Chief Probation Officer

 Alternative Education

11 Probation-Administration

 Division of Student Program & Services

12 3960 Orange St, Sixth Floor

 Riverside County Office of Education

13 PO Box 833

 3939 13th Street

14 Riverside, CA 92502

 Riverside, CA 92502

15 Main Number: (951) 955-2830

 Main Number: (951) 951-6603

16
17 All notices shall be deemed effective when they are made in writing, addressed as
18 indicated above, and deposited in the United States mail. Any notices, correspondence,
19 reports, and/or statements authorized or required by this MOA addressed in any other
20 fashion will not be acceptable.
21

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SIGNATURE PAGE

All signatories have delegated authority to enter into this MOA. The Parties hereto have executed this MOA on the dates shown below and acknowledge that each party is bound by applicable laws, regulations, its agency's collective bargaining agreements, and other official documents duly adopted by the respective parties.

Riverside County Probation Department

Marion Ashley,
Chairman, Board of Supervisors
4080 Lemon Street
Riverside, CA 92501

Riverside County RCOE

Diana Walsh-Reuss,
Associate Superintendent
3939 13th Street
Riverside, CA 92501

Marion Ashley,
Chairman, Board of Supervisors

Diana Walsh-Reuss,
Associate Superintendent

Date

Date

COUNTY COUNSEL:
Approved as to Form

FORM APPROVED COUNTY COUNSEL
By: BY: NEAL R. KIPNIS 4/16/15
DATE