

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COLLEGE OF THE REDWOODS
AND THE
HUMBOLDT COUNTY CORRECTIONAL FACILITY

This Memorandum of Understanding (MOU) is made and entered into on >>>>>> and between Humboldt County Correctional Facility (HCCF) and College of the Redwoods (CR) for the provision of educational courses at HCCF. HCCF and CR are collectively referred to herein as the “Parties”.

WHEREAS, the HCCF desires to improve the educational offerings and outcomes for inmates; and

WHEREAS, CR desires to provide classes to inmates free of charge; and

WHEREAS HCCF desires to make such classes available to the inmate population.

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. Services to Be Provided by CR at HCCF

- a. CR shall offer at least one college course, as agreed with HCCF, at HCCF each semester. For each course offered, CR agrees to:
 - i. Provide HCCF a list of all materials, tools, and equipment needed for each course at least 90 days prior to commencement of each course. CR agrees to design and organize each course offering for presentation at HCCF to ensure that such courses do not require or provide any tool, software, equipment, or supply that is not approved by HCCF.
 - ii. Provide a qualified instructor for each course subject to HCCF approval. CR shall submit the name and qualifications of each proposed instructor to HCCF for review at least 60 days in advance of commencement of the course whenever possible. HCCF shall have discretion to approve or decline to approve each proposed instructor at HCCF's sole discretion.
 - iii. Register approved students, keep and maintain attendance records.
 - iv. Provide each inmate student with all printed materials and/or supplies required for each course.
 - v. Provide preparatory classes necessary to ready students for the high school equivalency test (HiSET) and hold HiSET testing sessions to allow students to earn their certificate. Testing vouchers will be purchased through the HCCF Inmate Welfare Fund by HCCF.
- b. Ensure that all instructors who are appointed to teach at HCCF are fully vetted to ensure they meet qualification requirements to teach educational services at HCCF, and that they each receive all necessary training and advice for the performance of instruction to inmates at HCCF. All instructors will receive an orientation at HCCF and will be given a radio upon entering the facility. Every instructor will apply for facility clearance by HCCF prior to instruction. Only instructors that receive facility clearance will be allowed to teach at HCCF. The HCCF maintains authority to suspend and/or revoke an instructor’s facility clearance as warranted.

- c. Perform all educational services in conformance with the Humboldt County Sheriff's Office Facility Rules and Regulations, are attached hereto and incorporated herein by reference.
- d. Bear all costs and expenses of the performance of services under this Agreement.
- e. Comply with all relevant laws and regulations necessary for the purpose of providing college courses at HCCF.
- f. Faculty and associate faculty are not required to teach at or visit HCCF.
 - i. Refusal to accept an assignment at HCCF shall not be subject to discipline and shall not be counted against associate faculty seniority.
- g. Any allegations by the correctional facility that a faculty or associate faculty member has failed to follow or maintain any facility rules shall not be the basis of any reprimand, disciplinary action, or loss of associate faculty rehire right unless such allegations are separately sustained by the District and also would evidence a violation of District rules.

2. Services to Be Provided by HCCF

HCCF agrees to:

- (1) Provide an adequate classroom facility for course instruction, at HCCF expense.
- (2) Provide security for instructors while at HCCF, at HCCF expense.
- (3) Work together with CR to register inmate students for classes and to process applications including initial inmate HiSET registration

3. Term

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2023, unless sooner terminated as provided herein. This MOU may be extended upon mutual agreement by all parties.

4. Termination

A. Breach. If, in the opinion of HCCF, CR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, HCCF may terminate this Agreement immediately, upon notice.

B. Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days' advance written notice. Such notice shall state the effective date of the termination.

C. Insufficient Funding. HCCF's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, HCCF shall, at its sole discretion, determine whether this Agreement shall be terminated. HCCF shall provide CR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Services to be Provided Upon Termination. In the event this Agreement is terminated, HCCF may, at its sole discretion, request that CR complete any classes that

are currently in progress, or classes set to commence within thirty days of the notice of termination.

5. Indemnification by CR

A. Hold Harmless, Defense and Indemnification. CR shall hold harmless, defend and indemnify HCCF and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein (including, but not limited to claims arising from obligations of CR to pay payroll taxes, provide employee benefits, including insurance, and reimbursement of expenses, or as otherwise required under terms of agreement with each instructor employed by CR) except such loss or damage which was caused by the sole negligence or willful misconduct of HCCF.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CR from liability under this provision. This provision shall apply to all claims for damages related to CR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

6. Indemnification by HCCF

Hold Harmless, Defense and Indemnification. HCCF shall hold harmless, defend and indemnify CR and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, HCCF's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of CR.

7. Relationship of Parties

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CR shall not be entitled to any benefits to which HCCF employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

8. Compliance with Applicable Laws and Licensure Requirements

CR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

9. Severability

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

10. Agreement Shall Bind Successors

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

11. Amendment

Any changes, deletions, or additions to shall first be considered in a meet and confer with approved modifications documented in writing and signed by all parties prior to becoming effective. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. No Assignment without Prior Written Consent

This Agreement may not be assigned, in whole or part by either party without the express prior written agreement of the other party, which consent may be refused in such party's sole discretion. Any such consent shall not relieve either party from full and direct responsibility for all services performed or obligations incurred by each respective party prior to the effective date of assignment.

13. Notices

All notices pursuant to this agreement shall be by Express Mail or Express Delivery (2day) services to the Parties at the following addresses:

HCCF: Humboldt County Correctional Facility
Attn: Duane Christian, Captain
825 5th Street
Eureka, CA 95501

COLLEGE: College of the Redwoods
Attn:(title)
7351 Tompkins Hill Rd.
Eureka, CA 95501

14. Dispute Resolution

- A. In the event of a dispute over the performance or alleged non-performance or breach of this agreement each party agrees to engage in mediation prior to the filing of any action for its enforcement.
- B. Except as determined by final order upon arbitration of a dispute, each party shall bear their own attorney fees and costs incurred in the exercise of the remedies provided by this Agreement.

15. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

16. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CR agrees to notify HCCF immediately if it becomes a Nuclear Weapons Contractor as defined above. HCCF may immediately terminate this Agreement if it determines that the foregoing certification is false or if CR subsequently becomes a Nuclear Weapons Contractor.

17. Authority of Signatories

The individuals executing this agreement on behalf of each party warrants that he/she is authorized to execute the agreement on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein. The understanding between all parties is that there are no funds obligated under this agreement.

Printed Name / Title

Signature

Date

Printed Name / Title

Signature

Date