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



MEETING DATE:

Tuesday, August 27, 2019

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the FY 2019-20 Memorandum of Understanding with the Riverside County Superintendent of Schools for the Provision of Educational Programs to Adult Inmates, All Districts. [Total Program \$3,132,072; Riverside County Superintendent of Schools – 53.12% and Inmate Welfare Fund – 46.88%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the FY 2019-20 Memorandum of Understanding (the "MOU") with the Riverside County Superintendent of Schools for the provision of educational programs to adult inmates and authorize the Chairman of the Board and the Sheriff to execute three (3) copies of the attached MOU on behalf of the County.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

August 27, 2019

XC:

Sheriff

3.33

Kecia R. Harper

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FINANCIAL DATA	Current Fiscal Year:		Next Fiscal Year:			Total Cost:	Ongoing Cost		
COST	\$	3,132,072	\$	0	\$	3,132,072	\$		0
NET COUNTY COST	\$	0	\$	0	\$	0	\$		0
SOURCE OF FUNDS Schools (53.12%) an					nt of	Budget Adj	ustme	nt: No	
						For Fiscal Y	'ear:	19/20	

C.E.O. RECOMMENDATION: Approve

(BR 20-018)

BACKGROUND:

Summary

The Sheriff's Department and the Riverside County of Superintendent of Schools have reached an agreement for the Superintendent in FY 2019-20 to continue the provision of general, vocational, and alternative education curricula at County detention facilities. Per Exhibit A of the MOU, the FY 2019-20 budgeted costs of the educational programs will total \$3,132,072. To fund the educational services, the Inmate Welfare Fund (IWF) will contribute \$1,468,436. The Superintendent will fund the remaining \$1,663,636. The IWF Committee voted and approved funding on May 2, 2019. County Counsel has approved the MOU as to form.

Impact on Residents and Businesses

The public benefits when County inmates are spending their detention time productively, attending classes and acquiring knowledge that they may be able to use after they have served their time. In addition, the County is funding approximately 46.88% of the educational programs' cost with the Inmate Welfare Fund, a trust to be used for the benefit, education and welfare of inmates.

ATTACHMENTS:

3 - Memorandum of Understanding with the Riverside County Superintendent of Schools

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

Misley Wang, Sugarvising Accountant 8/8/2019 Refer

8/20/2019

Gregory V. Priapios, Director County Counsel

8/8/2019

MEMORANDUM OF UNDERSTANDING

Contracting Parties: Riv

Riverside County Superintendent of Schools

And

County of Riverside, on behalf of its Sheriff's Department

Term of MOU:

July 1, 2019 through June 30, 2020

Type of Service:

Adult Jail Education Program as Desert Edge School

WHEREAS, the County of Riverside, on behalf of its Sheriff's Department (hereinafter referred to as "SHERIFF"), desires to provide educational programs to adult inmates;

WHEREAS, the Riverside County Superintendent of Schools (hereinafter referred to as "SUPERINTENDENT") is capable and willing, to deliver said educational programs; and

WHEREAS, SHERIFF and SUPERINTENDENT previously entered into a Memorandum of Understanding for fiscal year 2018-2019 for said educational programs, and that Memorandum of Understanding is due to expire on June 30, 2019.

IT IS THEREFORE AGREED, by and between the SHERIFF and SUPERINTENDENT, that SUPERINTENDENT will provide educational programs to adult inmates at all five (5) Riverside County detention facilities continuously throughout the term of this Memorandum of Understanding for fiscal year 2019-2020 (MOU). The parties further agree to the following terms and conditions:

I. RECITALS

The above recitals are true and correct.

II. SCOPE OF SERVICES

SUPERINTENDENT will provide certain educational programs, as described below, to adult inmates in custody of the SHERIFF (the "Services"), with the cooperation of SHERIFF'S Corrections Division personnel.

III. DUTIES AND RESPONSIBILITIES

A. SUPERINTENDENT RESPONSIBILITIES

1. SUPERINTENDENT will offer only industry recognized Career Technical Education (CTE) programs for the vocational skills education curriculum. CTE programs include construction technology, National Center for Construction Education Research (NCCER), Occupational Safety and Health Administration (OSHA), welding technology, Computer Information Systems (CIS), and Graphics Technology and Digital Printing and print shop. CTE courses will be offered as follows at the correctional facilities listed below:

Larry D. Smith Correctional Facility (SCF)

- NCCER
- OSHA
- CIS
- Construction Technology
- Graphics Technology and Digital Printing and Print Shop
- Welding Technology

Robert Presley Detention Center (RPDC)

- CIS
- NCCER
- OSHA

Cois Byrd Detention Center (CBDC)

- NCCER
- OSHA
- Welding Technology

John J. Benoit Detention Center (JBDC)

- NCCER
- OSHA
- CIS
- SUPERINTENDENT will offer additional Adult Basic Education (ABE) and Adult Secondary Education (ASE) courses, such as those leading to a high school diploma or high school equivalency test (i.e. GED or HiSET), and other courses including life skills, English Literacy Civics (ELC), and English as a Second Language (ESL). These courses will be offered as follows at the correctional facilities listed below:

SCF

 ABE, ASE, High School Equivalency Test preparation, Life Skills, ELC, and ESL.

RPDC and CBDC

 ABE, ASE, High School Equivalency Test preparation, and Life Skills.

JBDC and Blythe Jail

- ABE, ASE, and High School Equivalency Test preparation.
- 3. SUPERINTENDENT will administer High School Equivalency (i.e. GED or HiSET) examinations as stipulated in the Testing Schedule at the correctional facilities listed below:

SCF, RPDC, CBDC, and JBDC

- 4. SUPERINTENDENT will provide incremental cost estimates for additional courses designed and developed to meet the educational needs of inmates; and be approved by the SHERIFF's Inmate Services Manager.
- 5. SUPERINTENDENT will provide support for the Culinary Arts program in the form of textbooks and instructional materials.
- 6. SUPERINTENDENT will proctor college courses through correspondence.
- 7. Changes in the curriculum may be made upon written consent of both SUPERINTENDENT and SHERIFF. Quarterly discussions between the Executive Director of Alternative Education programs and the Sheriff's Inmate Training and Education Bureau Inmate Services Manager will consist of a review of participant target numbers, number of High School Equivalency Tests (i.e. GED or HiSET) administered to date, and any other vital metrics to measure program success or substantiate any decision to change curriculum or program delivery methodology.
- 8. SUPERINTENDENT will assign a Principal as its representative to provide reports and communicate with the SHERIFF Programs Inmate Services Manager. The representative, on behalf of SUPERINTENDENT, will attend adult inmate program specific meetings, as well as other meetings that involve Riverside County Office of Education (RCOE) related issues that are directly connected to oversight of the adult jail programs.
- 9. Instructional staff members providing educational services in the Sheriff's Guidance and Opportunities to Achieve Lifelong Success (GOALS), Guidance and Opportunities to Achieve Lifelong Success (GOALS) with Residential Substance Abuse Treatment (RSAT) module and the Veterans Enrichment and Transition (VET) programs will be required to attend weekly case management meetings at the Smith Correctional Facility.
- 10. SUPERINTENDENT will provide monthly and annual statistical reports to the SHERIFF Inmate Services Manager including information regarding enrollments, graduates, GED/HiSET testing and completers, and high school diplomas. Each report will include at minimum:
 - a. Number of students served per instructor, per facility.
 - b. Number of High School Equivalency (i.e. GED or HiSET) tests administered and passed, per facility.
 - c. Number of high school diplomas awarded monthly and the number of credits earned to date.
 - d. Number of CTE certificates awarded monthly.
 - Abovesaid report will be submitted in a format approved by SUPERINTENDENT and SHERIFF Inmate Services Manager and will include the students' names and booking numbers.

- 11. Monthly statistical reports are due no later than the tenth (10th) day of each calendar month.
- 12. SUPERINTENDENT will provide quarterly reports to the SHERIFF Corrections Accounting and Finance Administrative Manager, including supporting documents and details of the actual expenditures and income to be used as a basis for determining actual reimbursement.
- 13. SUPERINTENDENT staff will cooperate with SHERIFF to accomplish the established goals and objectives for the adult inmate programs, including quarterly meetings to discuss target progress.
- 14. SUPERINTENDENT staff will monitor the enrollments, hours of attendance credit, High School Equivalency (i.e. GED or HiSET) completers, and graduates and will submit in writing, as soon as reasonable or practical for each individual occurrence, to the SHERIFF Inmate Services Manager recommended modifications or changes to training programs, curriculum, staffing, or any other areas impacting the outcomes of the programs delivered by SUPERINTENDENT.
- 15. SUPERINTENDENT staff will have their identification badges displayed while in the facility.
- 16. SUPERINTENDENT will provide all supplies for their staff.
- 17. SUPERINTENDENT will provide access and user rights to the Aeries Student Information System (Aeries) for the purposes of SHERIFF program scheduling, attendance, tracking, and reports.

B. SHERIFF'S RESPONSIBILITIES

- 1. SHERIFF will provide SUPERINTENDENT personnel with access to office/work/classroom space, Internet, and telephones.
- 2. SHERIFF will provide administrative staff, as part of their responsibilities, to serve as liaison between SHERIFF and SUPERINTENDENT, and provide day-to-day administration and program oversight.
- 3. SHERIFF will provide training materials and supplies for the inmate participants, as approved by the SHERIFF administrative staff.
- 4. The Riverside County Sheriff's Inmate Welfare Fund (hereinafter "IWF") Committee will review quarterly reports covering both operational and financial aspects of the programs and notify SUPERINTENDENT of any discrepancies prior to the next quarterly report. The SHERIFF Inmate Services Manager shall provide timely feedback to the SUPERINTENDENT staff recommendations for modifications and changes to training

programs/curriculum/staffing or any other areas effecting the outcomes of the programs delivered by the SUPERINTENDENT.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

SUPERINTENDENT projects a total program cost of \$3,132,072 for the 2019-2020 fiscal year. The Adult Jail Proposed Budget, attached hereto as Exhibit "A" and incorporated herein by this reference, reflects a budgeted RCOE contribution of \$1,663,636. SHERIFF through its IWF Committee, pursuant to the IWF Bylaws, agrees to pay the SUPERINTENDENT the amount not to exceed \$1,468,436, including salary and benefits for personnel identified in Section III, Item A, Parts 1 and 2, books and supplies, operating expenses, and indirect costs as stipulated in the Adult Jail Proposed Budget. The claim reimbursement will be based on actual cost incurred for the reporting period including details and supporting documentation of the amount claimed.

B. BILLING

SUPERINTENDENT will bill SHERIFF on a quarterly basis for all services provided in an itemized invoice format reflecting both actual expenditures and proposed budget. Billings sent by SUPERINTENDENT to SHERIFF will be submitted no later than thirty (30) days following the end of the claim quarter.

C. RATE OF PAYMENT

The Riverside County Sheriff IWF Committee agrees to pay SUPERINTENDENT, on a quarterly basis and within thirty (30) days from receipt of the itemized invoice reflecting actual expenditures and proposed budget.

IV. GENERAL PROVISIONS

A. **EFFECTIVE PERIOD**

This Memorandum of Understanding will be effective during the period of July 1, 2019 through June 30, 2020.

B. TERMINATION

SHERIFFwill not automatically extend the MOU into subsequent years.

Either party may terminate this MOU without cause by giving thirty (30) days written notification in advance to the other party. In the event SHERIFF elects to abandon, indefinitely postpone, or terminate this MOU, SHERIFF will make payment for all services performed up to the date written notice was given in a prorated amount.

C. ALTERATION OF TERMS AND ENTIRE AGREEMENT

This MOU fully expresses all understanding of the parties concerning all matters covered and will constitute the total agreement between the parties, superseding all prior and contemporaneous negotiations and understandings between the parties whether oral or written, express or implied. No addition to, or alteration of, the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents, or employees will be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by authorized signatories of both SUPERINTENDENT and SHERIFF.

D. NOTICES

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

SUPERINTENDENT:

Riverside County Superintendent of Schools 3939 Thirteenth Street P.O. Box 868 Riverside, CA 92502-0868

SHERIFF:

Sheriff's Department Sheriff's Administration P.O. Box 512 Riverside, CA 92501

Unless the persons or address are otherwise identified by notice given in the manner specified by this paragraph, all notices will be deemed effective when they are reduced to writing, addressed as above, and received. Any notices, correspondence, reports, and/or statements authorized or required by this MOU addressed in any other fashion will not be acceptable.

E. HOLD HARMLESS

The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.

F. INDEPENDENT CONTRACTOR

SUPERINTENDENT while engaged in the performance of this MOU, is an independent contractor, and is not an officer, agent or employee of the SHERIFF department.

G. ASSIGNMENT OF CONTRACT

SUPERINTENDENT shall not assign the whole or any part of this MOU or any payment due or to become due hereunder, without the written consent of SHERIFF and all sureties who have executed bonds on behalf of SUPERINTENDENT in connection with this MOU.

H. RECORDS

All financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this MOU will be retained collectively by SUPERINTENDENT and SHERIFF for a period of five (5) years, at a minimum, and in the event of litigation, claim or audit, the records will be retained until all litigation, claims and audit findings involving the records, have been fully resolved. The five (5) year period commences upon submission of the final claim for payment to SHERIFF.

I. CONFIDENTIALITY

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

J. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

All parties in this MOU are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. All parties agree to cooperate in accordance with the terms and intent of this MOU for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. All parties agree it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. The parties agree to the terms and conditions set forth from the Riverside County Board of Supervisors Policy No. B-23.

K. PERSONNEL DISCLOSURE AND BACKGROUND CHECK PROCEDURES

Background Check Procedures

Upon request by SHERIFF, SUPERINTENDENT agrees to make available to SHERIFF a current list of all personnel that will be providing services under this MOU. This list shall include: all staff who work full, part-time, per-diem, or temporarily; a brief description of the functions of each position; and the professional degree, license (if applicable) and experience required for each position.

SHERIFF reserves the right to conduct, at any time, background checks on personnel assigned to the above mentioned locations. Based on the background check, SHERIFF shall have the right to require replacement of any

 personnel. SHERIFF shall be provided immediate written notice of any changes in personnel providing services under this MOU. In the event a background check is conducted, costs associated with the background check will be the responsibility of SHERIFF. In addition, SHERIFF shall have the right at any time to require SUPERINTENDENT to remove or replace any personnel providing services under this MOU for any reason SHERIFF determines to be appropriate.

2. Disclosure of Information Relevant to Client Safety

As required by Penal Code Section 11105.3, SUPERINTENDENT agrees to notify SHERIFF of any SUPERINTENDENT employee assigned to the above mentioned locations that has been convicted of any crimes involving sex, drugs, violence, or felony offence, or who are known to have a substantiated report of child abuse as defined in Penal Code Section 11165.12, who occupy supervisory positions or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. SHERIFF shall notify SUPERINTENDENT in writing of any person not approved to work at any institution or treatment facility, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUPERINTENDENT shall immediately remove that person from providing services under this MOU.

3. Disclosure of Information Relevant to Employee Safety

As required by Penal Code Section 11105-3, SUPERINTENDENT agrees to notify SHERIFF of any SUPERINTENDENT employee assigned to any of the above mentioned locations that has been convicted of any crimes involving sex, drugs, violence, or felony offense, or who are known to have a substantiated report of child abuse as defined in Penal Code Section 11165.12, who occupy supervisory positions or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. The procedures for notification are as follows:

- When such information becomes known to SUPERINTENDENT, SUPERINTENDENT shall immediately notify SHERIFF concerning any arrests or convictions for anything other than minor traffic offenses not withstanding Driving Under the Influence or substantiated allegations of child abuse by any paid employee.
- In the event that notification is made, SHERIFF will make the necessary contractual changes up to and including termination of this MOU.
- Failure to notify SHERIFF immediately of the above is grounds for termination of this MOU.

SIGNATORIES

> THE COUNTY OF RIVERSIDE, on behalf of its SHERIFF'S DEPARTMENT, and the RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS mutually agree and faithfully perform all applications set forth in this Memorandum of Understanding and Exhibits attached hereto.

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

Superintendent

Date

COUNTY OF RIVERSIDE SHERIFF'S DEPARTMENT

CHAD BIANCO Sheriff-Coroner

Date 8/0/19

RIVERSIDE COUNTY BOARD OF SUPERVISORS

KEVIN JEFFRIES CHAIRMAN OF THE BOARD

Date AUG 27 2019

ATTEST:

Kecia Haper, Harper Clerk of the Board By: All Hauten

APPROVED AS TO FORM:

Gregory P. Priamos County Counsel

Deputy County Counsel

ADULT JAIL PROPOSED BUDGET

2019-2020

Estimated Superintendent General Fund Contribution	\$ 500,000
Estimated Superintendent Other Sources Contribution	\$ 1,163,636
Sheriff's Inmate Welfare Fund Contribution	\$ 1,468,436
Total Revenue	\$ 3,132,072

"EXHIBIT A"

rotal Nevellue					Ş.	3,132,072	l			
Position	FTE		Salary		H&W	Fix	ed Charges		Total	Employee Name
	Smith	n Co	rrectional	Fac	ility (SCF) - Ba	nning			
PRINCIPAL	1	\$	142,443		14,045		33,290	\$	189,778	Gonzalez, Lucie
SCHOOL SITE SECRETARY	1	s	53,577	\$	15,524	Īs	17,274	Ś	86.375	Cortes, Mona
INSTRUCTIONAL PRINT ASSISTANT	1	\$	56,027		15,524		18,064			William Aho
ATTENDANCE REGISTRATION TECH	1	\$	64,151		15,524		20,683			Diercks, Shari
PROGRAM ASSISTANT	1	\$	79,088		4,491	\$	25,111	_		Rodriguez, Feliciana
GED TESTER PROGRAM ASSISTANT 0.5 \$ 31,040 \$ 7,637 \$ 10,008 \$ 48,685 Macawile-Romo, J										
TCHR/CORR ED/ADULT JAIL PROG	1	\$	78,264	\$	2,969	\$	24,840	\$	106,073	Farag, Magdy
TCHR/CORR ED/ADULT JAIL PROG	1	\$	132,495		15,796		30,966			Villa Perea, Heriberto
TCHR/CORR ED/ADULT JAIL PROG	1	\$	132,375	1	2,855	\$	30,595			London, Kyndal
TCHR/CORR ED/CTE WEB DESIGN	1	\$	125,466	\$	15,796	\$	29,322	_		Delahanty, Suzanne
INSTRUCTOR, WELDING	1	\$	82,558		15,796	\$	19,925	_		Owen, Chris
TCHR/CORR ED/Construction	1	\$	125,466	_	15,796	\$	29,322	\$		Schuch, Todd
INSTRUCTOR ABE, ASE	1	\$	138,015	\$	15,796	\$	32,255	\$		Barro, Juan
INSTRUCTOR	0.4875	\$	25,000			\$	5,820	\$		Vacant
INSTRUCTOR GRAPHICS TECHNOLOGY	1	\$	72,725	\$	15,796	\$	16,996	\$	105,517	Wheeler, Jacob
INSTR ASST/CORR ED	0.875	\$	41,018	\$	15,524	\$	13,225	\$	69,767	Ramirez, Martin
TCHR SUBSTITUTES/EXTRA DUTY		\$	2,500			\$	545	\$	3,045	
SCF Total		\$	1,382,208	\$	188,869	\$	358,241	\$:	1,929,318	
	John J. I	Ben-	oit Detent	ion	Center (JBDC) - Indio			
TCHR/CORR ED/ADULT JAIL PROG	1	\$	147,917				34,569	\$	198 282	Kleveland, Joanne
JBDC Total		Ś	147,917				34,569	Š	198,282	inic velulia, your inc
	C-l- D							Mh.aioir.	illimental appeared?	
TCHR/CORR ED/ADULT JAIL PROG	1	s s	etention (_	404.004	5 5 111
CBDC Total		Ş S	143,769 143,769		15,796 15,796		31,516	\$ \$		Perez, Debbie
		A CONTRACTOR	Marian Maria Maria Maria Maria Maria						191,081	
	. –			_			- Riverside			I
TCHR/CORR ED/ADULT JAIL PROG TCHR/CORR ED/COMPUTER	1	\$	130,485	, Ş	15,796	\$	30,495	\$	176,776	Hernandez, Robert
OCCUPATIONS	1 1	\$	93,169	\$	15,796	\$	22,911	\$	131,876	Gray, Linda
INSTRUCTOR ABE, ASE	1	Ś	122 405				· · · · · · · · · · · · · · · · · · ·			
INSTRUCTOR (COLLEGE)	0.4875	\$	132,495		15,796	\$	30,966	\$		Ainsworth, Peter
GED TESTER PROGRAM TESTER	0.4875	\$	35,633	\$	-	\$	8,328	\$		Ford, Misty
RPDC Total	10.40/3	۰ \$	30,676 422,458	1111	- 47,388	\$	2,007 94,707	\$ \$	argolianikasayernasvertiminestin	Ibarra, Daniel
		M+30-17-13-3				Para Providence		2010020023	564,553	
Total Salaries and Benefits		\$ 2	2,096,352	\$	267,849	\$	519,033	\$ 2	2,883,234	
	ce and Su	ıppi	ies							
Books and Supplies/printers						\$	9,868			
Attendance system (\$11,750)						Ś	11,750			
Services - Testing, Mileage, Travel, Cell Phone, Legal Fees, Postage, Tech S						\$	22,000			
Staff Development / Mileage / Trainings						\$	1,000			
Total Service and Supplies							44,618			
TOTAL Adult	Jail Pror	pose	ed Budget							
Total Program Costs (Excluding Salaries & Benefits)						\$	44,618			
Total Program Costs (Salaries & Benefits)							2,883,234			
*Indirect Costs @ 8.41%						\$	204,220			
Total Expenditures						Name and Address of the Owner, where	3,132,072			
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^{*}Indirect Costs include the service of: Office Space, Plant Maintenance, Plant Operations, Data Processing Services, Payroll, Accounts Payable/Receivable,