

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



ITEM: 3.14
(ID # 13919)

MEETING DATE:
Tuesday, November 17, 2020

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the FY 2020-2021 Memorandum of Understanding with the Riverside County Superintendent of Schools for the Provision of Educational Programs to Adult Inmates, All Districts. [Total Program \$3,151,927; Riverside County Superintendent of Schools – 51.86% and Inmate Welfare Fund – 48.14%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the FY 2020-2021 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.

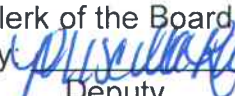
ACTION: Policy


Robert Gunzel, Assistant Sheriff 11/10/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington 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: November 17, 2020
xc: Sheriff

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 3,151,927	\$ 0	\$ 3,151,927	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Riverside County Superintendent of Schools (51.86%) and Inmate Welfare Fund (48.14%)			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION:

BR: 21-038

Prev. Agn. Ref.: 8/27/2019; #3.33

BACKGROUND:

Summary

The Sheriff Department and the Riverside County of Superintendent of Schools have reached an agreement for the Superintendent in FY 2020-2021 to continue the provision of general, vocational, and alternative education curricula at County detention facilities. Per Exhibit A of the MOU, the FY 2020-2021 budgeted costs of the educational programs will total \$3,151,927. To fund the educational services, the Inmate Welfare fund (IWF) will contribute \$1,517,233. The Superintendent will fund the remaining \$1,634,694. The IWF Committee voted and approved the funding on February 6, 2020.

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.

Contract History and Price Reasonableness

Since 1977, the Riverside County of Superintendent of Schools have been providing adult jail programs, including basic education and vocational educational programs to inmates housed in the Riverside County Sheriff's adult detention facilities.

The County is funding approximately 48.14% of the educational programs' cost with the Inmate Welfare Fund, a trust to be used for the benefit, education and welfare of inmates.

County Counsel has reviewed and approved as to form.

ATTACHMENTS:

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

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



Jeff Van Wagenen, Assistant CEO / Public Safety

11/10/2020



Gregory V. Priantos, Director County Counsel

11/10/2020

MEMORANDUM OF UNDERSTANDING

Contracting Parties: Riverside County Superintendent of Schools
And
County of Riverside, on behalf of its Sheriff's Department

Term of MOU: July 1, 2020 through June 30, 2021

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 2019-2020 for said educational programs, and that Memorandum of Understanding is due to expire on June 30, 2020.

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 2020-2021 (MOU). The parties further agree to the following terms and conditions:

I. RECITALS

The above recitals are true and correct.

II. SCOPE OF SERVICES

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

- Larry D. Smith Correctional Facility (SCF)
- Robert Presley Detention Center (RPDC)
- Cois Byrd Detention Center (CBDC)
- John J. Benoit Detention Center (JBDC)
- Blythe Jail

III. DUTIES AND RESPONSIBILITIES

A. SUPERINTENDENT RESPONSIBILITIES

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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:

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Larry D. Smith Correctional Facility (SCF)

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

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Robert Presley Detention Center (RPDC)

- CIS

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Cois Byrd Detention Center (CBDC)

- NCCER

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John J. Benoit Detention Center (JBDC)

- CIS

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2. 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 employability, life, workplace or other related soft 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, Employability, life, workplace or other related soft skills, ELC, and ESL.

RPDC

- ABE, ASE, High School Equivalency Test preparation, and Employability, life, workplace or other related soft skills.

CBDC

- ABE, ASE, High School Equivalency Test preparation, and Employability, life, workplace or other related soft skills.

JBDC and Blythe Jail

- ABE, ASE, and High School Equivalency Test preparation.

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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 instructional services resulting in student competency as evidenced through a measurable outcome, such as increase in baseline from pre- and -post testing, California Adult Education Program (CAEP) outcomes, instructional units completed, CTE certificates earned, or credits earned. This agreement takes into consideration that inmates participate voluntarily and may choose at any time to leave the educational program without reason.
- 5. 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.
- 6. SUPERINTENDENT will provide support for the Culinary Arts program in the form of textbooks and instructional materials.
- 7. SUPERINTENDENT will proctor college courses through correspondence.
- 8. 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.
- 9. 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.
- 10. 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.

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11. 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.
 - e. 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.
 12. Monthly statistical reports are due no later than the tenth (10th) day of each calendar month.
 13. 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.
 14. 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.
 15. 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.
 - a. Number of students served per instructor, per facility, including active and wait list students, is based on instructional setting, safety considerations and mode of instruction (i.e., Independent Study, small group or classroom).

ABE/ASE/ESL: ongoing student ratio

 - Independent Study: Up to 32 students per week (same students continuously enrolled for a semester) may receive individual (one-on-one) Independent Study services.
 - Small group: Depending on size and availability of educational space (e.g., Program Room), each teacher

1 may serve approximately 20-40 students per week (same
2 students continuously enrolled for a semester).

- 3 • Classroom: 30-64 students per teacher per week based
4 on classroom capacity and SITE-B Program enrollment.

5 CTE: Depending on availability of necessary CTE equipment,
6 space and safety considerations for each course, ongoing
7 student ratio (per teacher per week in hands-on format):

- 8 • Graphics Technology / Desktop Publishing: Up to 16
9 students per teacher
- 10 • Construction Trades: Up to 20 students
- 11 • Computer Information Systems: Up to 20 students
- 12 • Welding: Up to 20 students

13 b. Number of High School Equivalency (i.e. GED or HiSET) tests
14 administered and passed, per facility, based on availability of
15 testing programs:

- 16 • Goal: Test 15% of the total number of ASE students
17 demonstrating readiness for testing
- 18 • Goal: Increase GED/HiSET pass rate to 70% annually across
19 program

20 c. Number of high school diplomas awarded

- 21 • Goal: Increase diplomas earned to 20 annually across
22 program

23 d. Number of CTE certificates awarded

- 24 • Goals: 60% of CTE students enrolled at least 40 hours
25 complete a measurable educational program outcome
26 (such as a complete curricular unit containing specific
27 skills) or earn a certificate.
- 28 • Annually: 80% of CTE students enrolled for a minimum of
29 60 days earn measurable educational program outcome
30 or earn a certificate.

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32 e. The parties acknowledge and agree that on March 4, 2020, the
33 State of California proclaimed a State of Emergency to exist in
34 California as a result of the threat of COVID-19, and
35 subsequently, on March 10, 2020 the Board of Supervisors of the
36 County of Riverside via Resolution No. 2020-062 proclaimed the
37 existence of a Local Emergency in the County of Riverside
38 regarding COVID-19. Under the foregoing circumstances, the
39 parties further acknowledge and agree that the current student-
40 teacher ratio may be impacted and may result in greater
41 instances of services being provided in a distance learning
42 format. Further, HiSET/GED services are governed by the

1 California Department of Education (CDE) and as a result of the
2 CDE closing testing centers indefinitely, SUPERINTENDENT'S
3 ability to administer tests has been impacted, affecting the
4 actual number of tests administered. Upon the Board of
5 Supervisor's termination of the local emergency,
6 SUPERINTENDENT shall resume all levels of services and
7 activities immediately.
8

- 9 16. SUPERINTENDENT staff will have their identification badges displayed while in
10 the facility.
11
12 17. SUPERINTENDENT will provide all supplies for their staff.
13
14 18. SUPERINTENDENT will provide access and user rights to the Aeries Student
15 Information System (Aeries) for the purposes of SHERIFF program scheduling,
16 attendance, tracking, and reports.
17
18 19. SUPERINTENDENT staff vacation time shall not conflict with the schedule of
19 duties mutually developed by SHERIFF and SUPERINTENDENT - the Teacher
20 Work Year Calendar attached hereto as Exhibit "B" and incorporated herein by
21 this reference. Because SHERIFF and SUPERINTENDENT holidays may not
22 correspond, holiday time will be taken by the SUPERINTENDENT in accordance
23 with SHERIFF holidays during the Effective Period of this MOU (see section V.
24 B. below). The excess days shall be taken with reasonable notice to SHERIFF,
25 but shall not conflict with the schedule of duties mutually developed by
26 SHERIFF and SUPERINTENDENT.
27
28 20. If SUPERINTENDENT staff is unavailable for any amount of time for any reason,
29 including but not limited to illness or vacation, SUPERINTENDENT will delegate
30 substitute staff to avoid any interruption or delay to services provided under
31 this MOU.
32

33 B. SHERIFF'S RESPONSIBILITIES
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- 35 1. SHERIFF will provide SUPERINTENDENT personnel with access to
36 office/work/classroom space, Internet, and telephones.
37
38 2. SHERIFF will provide administrative staff, as part of their responsibilities, to
39 serve as liaison between SHERIFF and SUPERINTENDENT, and provide day-to-
40 day administration and program oversight.
41
42 3. SHERIFF will provide training materials and supplies for the inmate
43 participants, as approved by the SHERIFF administrative staff.
44
45 4. The Riverside County Sheriff's Inmate Welfare Fund (hereinafter "IWF")
46 Committee will review quarterly reports covering both operational and
47 financial aspects of the programs and notify SUPERINTENDENT of any
48 discrepancies prior to the next quarterly report. The SHERIFF Inmate Services

1 Manager shall provide timely feedback to the SUPERINTENDENT staff
2 recommendations for modifications and changes to training
3 programs/curriculum/staffing or any other areas effecting the outcomes of
4 the programs delivered by the SUPERINTENDENT.
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6 IV. FISCAL PROVISIONS
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8 A. MAXIMUM AMOUNT
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10 SUPERINTENDENT projects a total program cost of \$3,150,927 for the 2020-2021 fiscal
11 year. The Adult Jail Proposed Budget, attached hereto as Exhibit "A" and
12 incorporated herein by this reference, reflects a budgeted RCOE contribution of
13 \$1,634,694. SHERIFF through its IWF Committee, pursuant to the IWF Bylaws, agrees
14 to pay the SUPERINTENDENT the amount not to exceed \$1,516,233, including salary
15 and benefits for personnel identified in Section III, Item A, Parts 1 and 2, books and
16 supplies, operating expenses, and indirect costs as stipulated in the Adult Jail
17 Proposed Budget. The claim reimbursement will be based on actual cost incurred for
18 the reporting period including details and supporting documentation of the amount
19 claimed.
20

21 B. BILLING
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23 SUPERINTENDENT will bill SHERIFF on a quarterly basis for all services provided in an
24 itemized invoice format reflecting both actual expenditures and proposed budget.
25 Billings sent by SUPERINTENDENT to SHERIFF will be submitted no later than thirty
26 (30) days following the end of the claim quarter.
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28 C. RATE OF PAYMENT
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30 SHERIFF agrees to pay SUPERINTENDENT, on a quarterly basis and within thirty (30)
31 days from receipt of the itemized invoice reflecting actual expenditures and proposed
32 budget. SHERIFF shall only be obligated to pay for services actually provided,
33 according to the terms of this MOU. If an unexpected emergency (i.e., pandemic)
34 occurs and staff provide remote/online instruction/educational programming,
35 SUPERINTENDENT will be reimbursed at the same rate for services actually provided
36 in accordance with this MOU.
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38 V. GENERAL PROVISIONS
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40 A. EFFECTIVE PERIOD
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42 This Memorandum of Understanding will be effective during the period of July 1, 2020
43 through June 30, 2021, upon which this MOU shall expire. This MOU shall not be
44 automatically renewed.
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46 B. TERMINATION
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1 Either party may terminate this MOU without cause by giving thirty (30) days written
2 notification in advance to the other party. In the event SHERIFF elects to abandon,
3 indefinitely postpone, or terminate this MOU, SHERIFF will make payment for all
4 services performed up to the date written notice was given in a prorated amount.
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6 C. ALTERATION OF TERMS AND ENTIRE AGREEMENT
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8 This MOU fully expresses all understanding of the parties concerning all matters
9 covered and will constitute the total agreement between the parties, superseding all
10 prior and contemporaneous negotiations and understandings between the parties
11 whether oral or written, express or implied. No addition to, or alteration of, the terms
12 of this MOU, whether by written or verbal understanding of the parties, their officers,
13 agents, or employees will be valid unless made in the form of a written amendment to
14 this MOU, which is formally approved and executed by authorized signatories of both
15 SUPERINTENDENT and SHERIFF.
16

17 D. MODIFICATION OF SERVICES

18 No portion of the services or responsibilities of either party described in this MOU
19 may be eliminated, reduced, or appreciably changed without the mutual written
20 consent of both parties.

21 E. NOTICES
22

23 All notices, claims correspondence, reports, and/or statements authorized or required
24 by this MOU will be addressed as follows:
25

26 SUPERINTENDENT:

27 Riverside County Superintendent of Schools
28 3939 Thirteenth Street
29 P.O. Box 868
30 Riverside, CA 92502-0868
31

32 SHERIFF:

33 Sheriff's Department
34 Sheriff's Administration
35 P.O. Box 512
36 Riverside, CA 92501
37

38 Unless the persons or address are otherwise identified by notice given in the manner
39 specified by this paragraph, all notices will be deemed effective when they are reduced
40 to writing, addressed as above, and received. Any notices, correspondence, reports,
41 and/or statements authorized or required by this MOU addressed in any other fashion
42 will not be acceptable.
43

44 F. HOLD HARMLESS
45

1 The parties hereto, and each of them, do hereby mutually agree to indemnify, defend,
2 save and hold harmless each other, and their respective officers, agents, servants and
3 employees, of and from any and all liability, claims demands, debts, suits, actions and
4 causes of action, arising out of or in any manner connected with the performance of
5 any act or deed under or pursuant to the terms and provisions of this MOU by such
6 indemnifying party, or its officers, agents, servants and employees.
7

8 G. INDEPENDENT CONTRACTOR
9

10 SUPERINTENDENT while engaged in the performance of this MOU, is an independent
11 contractor, and is not an officer, agent or employee of the SHERIFF department.
12

13 H. ASSIGNMENT OF CONTRACT
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15 SUPERINTENDENT shall not assign the whole or any part of this MOU or any payment
16 due or to become due hereunder, without the written consent of SHERIFF and all
17 sureties who have executed bonds on behalf of SUPERINTENDENT in connection with
18 this MOU.
19

20 I. RECORDS
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22 All financial records, supporting documents, statistical records, and all other records
23 pertaining to the use of the funds provided under this MOU will be retained collectively
24 by SUPERINTENDENT and SHERIFF for a period of five (5) years, at a minimum, and in
25 the event of litigation, claim or audit, the records will be retained until all litigation,
26 claims and audit findings involving the records, have been fully resolved. The five (5)
27 year period commences upon submission of the final claim for payment to SHERIFF.
28

29 J. CONFIDENTIALITY
30

31 All parties agree to maintain the confidentiality of all client information in accordance
32 with all applicable Federal, State and local laws and regulations. Both parties will
33 ensure names, addresses, phone numbers, and any other individually identifiable
34 information concerning clients and services received are kept confidential.
35

36 K. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
37

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

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1. 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.

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- 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.

1 COUNTERPARTS

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3 This MOU may be executed in any number of counterparts, each of which will be an original, but all
4 of which together will constitute one instrument. Each party of this MOU agrees to the use of
5 electronic signatures, such as digital signatures that meet the requirements of the California Uniform
6 Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU.
7 The parties further agree that the electronic signatures of the parties included in this MOU are
8 intended to authenticate this writing and to have the same force and effect as manual signatures.
9 Electronic signature means an electronic sound, symbol, or process attached to or logically associated
10 with an electronic record and executed or adopted by a person with the intent to sign the electronic
11 record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an
12 electronic signature for transactions and contracts among parties in California, including a
13 government agency. Digital signature means an electronic identifier, created by computer, intended
14 by the party using it to have the same force and effect as the use of a manual signature, and shall be
15 reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of
16 “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.
17

18 SIGNATORIES

19
20 THE COUNTY OF RIVERSIDE, on behalf of its SHERIFF’S DEPARTMENT, and the RIVERSIDE COUNTY
21 SUPERINTENDENT OF SCHOOLS mutually agree and faithfully perform all applications set forth in this
22 Memorandum of Understanding and Exhibits attached hereto.
23

24 RIVERSIDE COUNTY
25 SUPERINTENDENT OF SCHOOLS

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29 _____
30 Reginald Thompkins
31 Associate Superintendent

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33 Date 09/28/2020
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1 COUNTERPARTS

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9 Electronic signature means an electronic sound, symbol, or process attached to or logically associated
10 with an electronic record and executed or adopted by a person with the intent to sign the electronic
11 record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an
12 electronic signature for transactions and contracts among parties in California, including a
13 government agency. Digital signature means an electronic identifier, created by computer, intended
14 by the party using it to have the same force and effect as the use of a manual signature, and shall be
15 reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of
16 "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
17

18 SIGNATORIES

19
20 THE COUNTY OF RIVERSIDE, on behalf of its SHERIFF’S DEPARTMENT, and the RIVERSIDE COUNTY
21 SUPERINTENDENT OF SCHOOLS mutually agree and faithfully perform all applications set forth in this
22 Memorandum of Understanding and Exhibits attached hereto.
23


24 COUNTY OF RIVERSIDE
25 SHERIFF’S DEPARTMENT

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29
30 CHAD BIANCO
31 Sheriff-Coroner

32
33 Date 11/02/2020
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35
36
37
38

39 APPROVED AS TO FORM:
40 Gregory P. Priamos
41 County Counsel

42
43 By: 
44 Susanna Oh
45 Deputy County Counsel
46

1 COUNTERPARTS

2
3 This MOU may be executed in any number of counterparts, each of which will be an original, but all
4 of which together will constitute one instrument. Each party of this MOU agrees to the use of
5 electronic signatures, such as digital signatures that meet the requirements of the California Uniform
6 Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU.
7 The parties further agree that the electronic signatures of the parties included in this MOU are
8 intended to authenticate this writing and to have the same force and effect as manual signatures.
9 Electronic signature means an electronic sound, symbol, or process attached to or logically associated
10 with an electronic record and executed or adopted by a person with the intent to sign the electronic
11 record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an
12 electronic signature for transactions and contracts among parties in California, including a
13 government agency. Digital signature means an electronic identifier, created by computer, intended
14 by the party using it to have the same force and effect as the use of a manual signature, and shall be
15 reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of
16 "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
17

18 SIGNATORIES

19
20 THE COUNTY OF RIVERSIDE, on behalf of its SHERIFF’S DEPARTMENT, and the RIVERSIDE COUNTY
21 SUPERINTENDENT OF SCHOOLS mutually agree and faithfully perform all applications set forth in this
22 Memorandum of Understanding and Exhibits attached hereto.
23

24 COUNTY OF RIVERSIDE
25 BOARD OF SUPERVISORS
26

27
28 
29 _____

30 V MANUEL PEREZ
31 CHAIRMAN OF THE BOARD
32

33 Date NOV 17 2020
34
35
36

37 ATTEST:
38 Kecia Haper,
39 Clerk of the Board
40

41
42 By: 
43 _____

44 APPROVED AS TO FORM:
45 Gregory P. Priamos, County Counsel

By: 

Susanna Oh
Deputy County Counsel

**ADULT JAIL PROPOSED BUDGET
2020-2021**

"EXHIBIT A"

Estimated RCOE General Fund Contribution	\$ 500,000
Other RCOE Sources	\$ 1,134,694
Inmate Welfare Fund Contribution	\$ 1,516,233
Total Revenue	\$ 3,150,927

Position	FTE	Salary	H & W	Fixed Charges	Total	Employee Name
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Smith Correctional Facility (SCF) - Banning

PRINCIPAL	1	\$ 152,708	\$ 15,744	\$ 35,724	\$ 204,176	Gonzalez, Lucie
SCHOOL SITE SECRETARY	1	\$ 54,586	\$ 15,223	\$ 18,501	\$ 88,310	Cortes, Mona
INSTRUCTIONAL PRINT ASSISTANT	1	\$ 57,649	\$ 15,274	\$ 19,539	\$ 92,462	William Aho
ATTENDANCE REGISTRATION TECH	1	\$ 66,704	\$ 4,491	\$ 22,188	\$ 93,383	Westerman, Raquel
PROGRAM ASSISTANT	1	\$ 80,499	\$ 4,491	\$ 26,864	\$ 111,854	Rodriguez, Feliciana
GED TESTER PROGRAM ASSISTANT	0.5	\$ 33,474	\$ 7,611	\$ 11,255	\$ 52,340	Macawile-Romo, Julia
TCHR/CORR ED/ADULT JAIL PROG	1	\$ 79,395	\$ 4,508	\$ 26,489	\$ 110,392	Farag, Magdy
TCHR/CORR ED/ADULT JAIL PROG	1	\$ 134,521	\$ 15,546	\$ 31,470	\$ 181,537	Villa Perea, Heriberto
TCHR/CORR ED/ADULT JAIL PROG	1	\$ 134,332	\$ 4,341	\$ 31,085	\$ 169,758	London, Kyndal
INSTRUCTOR, WELDING	0.5	\$ 41,910	\$ 7,690	\$ 9,804	\$ 59,404	Owen, Chris
TCHR/CORR ED/Construction	1	\$ 127,383	\$ 15,546	\$ 29,800	\$ 172,729	Schuch, Todd
INSTRUCTOR ABE, ASE	1	\$ 140,125	\$ 15,546	\$ 32,781	\$ 188,452	Barro, Juan
INSTRUCTOR ABE, ASE	1	\$ 134,521	\$ 15,546	\$ 31,470	\$ 181,537	Ainsworth, Peter
INSTRUCTOR	0.4875	\$ 30,160		\$ 7,056	\$ 37,216	Thompson, Megan
INSTRUCTOR GRAPHICS TECHNOLOGY	1	\$ 76,783	\$ 15,379	\$ 17,963	\$ 110,125	Wheeler, Jacob
INSTR ASST/CORR ED	0.875	\$ 44,054	\$ 15,223	\$ 14,932	\$ 74,209	Ramirez, Martin
TCHR SUBSTITUTES/EXTRA DUTY		\$ 5,000		\$ 1,170	\$ 6,170	
SCF Total		\$ 1,393,804	\$ 172,159	\$ 368,091	\$ 1,934,054	

John J. Benoit Detention Center (JBDC) - Indio

TCHR/CORR ED/ADULT JAIL PROG	1	\$ 150,178	\$ 15,546	\$ 35,133	\$ 200,857	Kleveland, Joanne
INSTRUCTOR, CIS	1	\$ 120,646	\$ 15,546	\$ 28,224	\$ 164,416	Vacant
JBDC Total		\$ 270,824	\$ 31,092	\$ 63,357	\$ 365,273	

Cois Byrd Detention Center (CBDC) - Murrieta

TCHR/CORR ED/ADULT JAIL PROG	1	\$ 145,967	\$ 15,546	\$ 32,031	\$ 193,544	Perez, Debbie
CBDC Total		\$ 145,967	\$ 15,546	\$ 32,031	\$ 193,544	

Robert Presley Detention Center (RPDC) - Riverside

TCHR/CORR ED/ADULT JAIL PROG	1	\$ 132,478	\$ 15,379	\$ 30,992	\$ 178,849	Hernandez, Robert
TCHR/CORR ED/COMPUTER OCCUPATIONS	1	\$ 96,075	\$ 15,546	\$ 24,878	\$ 136,499	Gray, Linda
INSTRUCTOR (COLLEGE)	0.4875	\$ 40,291	\$ -	\$ 9,426	\$ 49,717	Ford, Misty
GED TESTER PROGRAM TESTER	0.4875	\$ 33,000	\$ -	\$ 11,185	\$ 44,185	Ibarra, Daniel
RPDC Total		\$ 301,844	\$ 30,925	\$ 76,481	\$ 409,250	

Total Salaries and Benefits		\$ 2,112,439	\$ 249,722	\$ 539,960	\$ 2,902,121	
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Service and Supplies

Books and Supplies/printers	\$ 9,868
Attendance system (\$11,750)	\$ 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 Proposed Budget

Total Program Costs (Excluding Salaries & Benefits)	\$ 44,618
Total Program Costs (Salaries & Benefits)	\$ 2,902,121
*Indirect Costs @ 8.28%	\$ 204,188
Total Expenditures	\$ 3,150,927

*Indirect Costs include the service of: Office Space, Plant Maintenance, Plant Operations, Data Processing Services, Payroll, Accounts Payable/Receivable,

TEACHER WORK CALENDAR—FY 2020-21

EXHIBIT B

Month	Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Work Day Count
JULY	185 Day	X	X	H	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0	
	220 Day	X	X	H	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	10	
	228 Day	X	X	H	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1	
AUGUST	185 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	15	
	220 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	21	
	228 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1	
SEPTEMBER	185 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	21	
	220 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	21	
	228 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1	
OCTOBER	185 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	22	
	220 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	22	
	228 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1	
NOVEMBER	185 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	15	
	220 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	15	
	228 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1	
DECEMBER	185 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	14	
	220 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	14	
	228 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1	
JANUARY	185 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	19	
	220 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	19	
	228 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1	
FEBRUARY	185 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	19	
	220 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	19	
	228 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1	
MARCH	185 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	23	
	220 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	23	
	228 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1	
APRIL	185 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	17	
	220 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	17	
	228 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1	
MAY	185 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	20	
	220 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	20	
	228 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1	
JUNE	185 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0	
	220 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0	
	228 Day	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0	