

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



ITEM: 3.16
(ID # 18193)

MEETING DATE:

Tuesday, February 01, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the FY 2021-2022 Memorandum of Understanding with the Riverside County Superintendent of Schools for the Provision of Educational Programs to Adult Inmates, All Districts. [Total Program \$2,246,689; Riverside County Superintendent of Schools – 54% and Inmate Welfare Fund – 46%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the FY 2021-2022 Memorandum of Understanding (the "MOU") with the Riverside County Superintendent of Schools for the provision of educational programs to adult inmates and authorize the Chair of the Board and the Sheriff to execute three (3) copies of the attached MOU on behalf of the County.

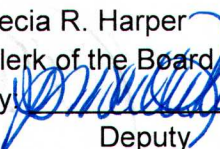
ACTION:Policy


Edward Delgado, Assistant Sheriff 1/18/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, and Hewitt
Nays: None
Absent: Perez
Date: February 1, 2022
xc: Sheriff-Coroner-PA

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	\$ 2,246,689	\$ 0	\$ 2,246,689	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Riverside County Superintendent of Schools (54%) and Inmate Welfare Fund (46%)			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BR: 22-020

Prev. Agn. Ref.: 11/17/2020; #3.14

BACKGROUND:

Summary

The Sheriff Department and the Riverside County Superintendent of Schools have reached an agreement for the Superintendent in FY 2021-2022 to continue the provision of general, vocational, and alternative education curricula at County detention facilities. Per Exhibit A of the MOU, the FY 2021-2022 budgeted costs of the educational programs will total \$2,246,689. To fund the educational services, the Inmate Welfare Fund (IWF) will contribute \$1,032,759. The Superintendent will fund the remaining \$1,213,930. The IWF Committee voted and approved the funding on February 4, 2021.

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 Superintendent of Schools has provided adult jail programs, including basic education and vocational educational programs to inmates housed in the Riverside County Sheriff's adult detention facilities.

The Inmate Welfare Fund is funding approximately 46% of the educational programs' cost. This fund is a trust to be used for the benefit, education, and welfare of inmates.

County Counsel has reviewed and approved as to form.

ATTACHMENTS:

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

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


Rebecca S Cortez, Principal Management Analyst

1/25/2022


Gregory V. Priamos, Director County Counsel

1/12/2022

MEMORANDUM OF UNDERSTANDING

Contracting Parties: Riverside County Superintendent of Schools, on behalf of the Riverside County Office of Education

And

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

Term of MOU: July 1, 2021 through June 30, 2022

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"(or designee), desires to provide educational programs to adult inmates;

WHEREAS, the Riverside County Superintendent of Schools, on behalf of the Riverside County Office of Education hereinafter referred to as "RCOE"(or designee) is capable and willing, to deliver said educational programs; and

WHEREAS, SHERIFF and RCOE previously entered into a Memorandum of Understanding for fiscal year 2020-2021 for said educational programs, with a term from June 30, 2020 through June 30, 2021.

IT IS THEREFORE AGREED, by and between the SHERIFF and RCOE, that RCOE 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 2021-2022 (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. RCOE 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

1 III. DUTIES AND RESPONSIBILITIES

2
3 A. RCOE RESPONSIBILITIES

- 4
5 1. RCOE will offer only industry recognized Career Technical Education (CTE)
- 6 programs for the vocational skills education curriculum. CTE programs include
- 7 construction technology, National Center for Construction Education Research
- 8 (NCCER), Occupational Safety and Health Administration (OSHA), welding
- 9 technology, and graphics technology, digital printing and print shop. CTE
- 10 courses will be offered as follows at the correctional facilities listed below:

11
12 Larry D. Smith Correctional Facility (SCF)

- 13 • NCCER
- 14 • OSHA
- 15 • Construction Technology
- 16 • Graphics Technology and Digital Printing and Print Shop
- 17 • Welding Technology

18
19 Robert Presley Detention Center (RPDC)

20
21 Cois Byrd Detention Center (CBDC)

22
23 John J. Benoit Detention Center (JBDC)

- 24
25 2. RCOE will offer additional Adult Basic Education (ABE) and Adult Secondary
- 26 Education (ASE) courses, such as those leading to a high school diploma or high
- 27 school equivalency test (i.e. GED or HiSET), and other courses including
- 28 workforce preparation, English Literacy Civics (ELC), and English as a Second
- 29 Language (ESL). These courses will be offered as follows at the correctional
- 30 facilities listed below:

31
32 SCF

- 33 • ABE, ASE, High School Equivalency Test preparation,
- 34 Workforce preparation, ELC, and ESL.

35
36 RPDC

- 37 • ABE, ASE, High School Equivalency Test preparation, and
- 38 Workforce preparation.

39
40 CBDC

- 41 • ABE, ASE, High School Equivalency Test preparation, and
- 42 Workforce preparation.

43
44 JBDC and Blythe Jail

- 45 • ABE, ASE, and High School Equivalency Test preparation, and
- 46 Workforce preparation.
- 47

1 3. RCOE will administer in-person High School Equivalency (i.e. GED or HiSET)
2 examinations as stipulated in the Testing Schedule at the correctional facilities
3 listed below:

4
5 SCF, RPDC, CBDC, and JBDC

6
7 4. RCOE will provide in-person instructional services resulting in student
8 competency as evidenced through a measurable outcome, such as increase in
9 baseline from pre and post testing, California Adult Education Program (CAEP)
10 outcomes, instructional units completed, CTE certificates earned, or credits
11 earned. This MOU takes into consideration that inmates participate voluntarily
12 and may choose at any time to leave the educational program without reason.

13
14 5. RCOE will provide incremental cost estimates for additional courses designed
15 and developed to meet the educational needs of inmates; and to be approved
16 by the Sheriff's Inmate Training and Education Bureau (SITE-B) Manager .

17
18 6. RCOE will provide support for the Culinary Arts program in the form of
19 textbooks and instructional materials.

20
21 7. Changes in the curriculum may be made upon written consent of both RCOE and
22 SHERIFF. Quarterly discussions between the Executive Director of Alternative
23 Education programs and the SITE-B Manager will consist of a review of
24 participant target numbers, number of High School Equivalency Tests (i.e. GED
25 or HiSET) administered to date, and any other vital metrics to measure
26 program success or substantiate any decision to change curriculum or program
27 delivery methodology.

28 8. RCOE will assign a Principal as its representative to provide reports and
29 communicate with SITE-B Manager. The representative, on behalf of RCOE,
30 will attend adult inmate program specific meetings, as well as other meetings
31 that involve Riverside County Office of Education (RCOE) related issues that
32 are directly connected to oversight of the adult jail programs.

33 9. Instructional staff members providing educational services in programs will
34 participate in case management meetings at their assigned facility.

35 10. RCOE will provide monthly and annual statistical reports to the SITE-B Manager
36 including information regarding enrollments, graduates, certificates,
37 GED/HiSET testing and completers, and high school diplomas. Each report will
38 include at minimum:

- 39 a. Number of students served per instructor, per facility.
40 b. Number of High School Equivalency (i.e. GED or HiSET) tests
41 administered and passed, per facility.
42 c. Number of high school diplomas awarded monthly and the number
43 of credits earned to date.
44 d. Number of CTE certificates awarded monthly.

1 e. Above said report will be submitted in a format approved by RCOE
2 and SITE-B Manager and will include the students' names and
3 booking numbers.
4

5 11. Monthly statistical reports are due no later than the tenth (10th) day of each
6 calendar month.
7

8 12. RCOE will provide quarterly reports to the SHERIFF Corrections Accounting and
9 Finance Administrative Manager, including supporting documents and details
10 of the actual expenditures and income to be used as a basis for determining
11 actual reimbursement.
12

13 13. RCOE staff will cooperate with SHERIFF to accomplish the established goals and
14 objectives for the adult inmate programs, including quarterly meetings to
15 discuss target progress.
16

17 14. RCOE staff will monitor the enrollments, hours of attendance credit, High
18 School Equivalency (i.e. GED or HiSET) completers, and graduates and will
19 submit in writing, as soon as reasonable or practical for each individual
20 occurrence, to the SITE-B Manager with recommended modifications or
21 changes to training programs, curriculum, staffing, or any other areas
22 impacting the outcomes of the programs delivered by RCOE.
23

24 a. Number of students served per instructor, per facility, including
25 active and wait list students, is based on instructional setting,
26 safety considerations and mode of instruction (i.e., Independent
27 Study, small group or classroom).
28

29 ABE/ASE/ESL: ongoing student ratio

30 • Independent Study: Up to 32 students per week (same
31 students continuously enrolled for a semester) may
32 receive individual (one-on-one) Independent Study
33 services.

34 • Small group: Depending on size and availability of
35 educational space (e.g., Program Room), each teacher
36 may serve approximately 20-40 students per week (same
37 students continuously enrolled for a semester).

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

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

43 • Graphics Technology / Desktop Publishing: Up to 16
44 students per class

45 • Construction Trades: Up to 20 students

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- Welding: Up to 20 students
- b. Number of High School Equivalency (i.e. GED or HiSET) tests administered and passed, per facility, is based on availability of testing programs for continuously enrolled students, based on time in program and students' academic profile.
- Goal: Test 15% of the total number of ASE students demonstrating readiness for testing continuously enrolled students, based on time in program and students' academic profile.
 - Goal: GED/HiSET pass rate to 60% annually across program for continuously enrolled students, based on time in program and students' academic profile.
- c. Number of high school diplomas awarded
- Goal: five (5) diplomas earned annually across program for continuously enrolled students, based on time in program and students' academic profile (including prior credits completed)
- d. Number of CTE certificates awarded
- Goals: 60% of CTE students enrolled at least 40 hours complete a measurable educational program outcome (such as a complete curricular unit containing specific skills) or earn a certificate
 - Annually: 80% of CTE students enrolled for a minimum of 60 days earn measurable educational program outcome or earn a certificate.
15. RCOE staff will have their identification badges displayed while in the facility.
16. RCOE will provide all supplies for their staff.
17. RCOE staff vacation time shall not conflict with the schedule of duties mutually developed by SHERIFF and RCOE - the Work Calendar FY 2021-22 (Teacher work year is 220-days) attached hereto as Exhibit "B" and incorporated herein by this reference. Because SHERIFF and RCOE holidays may not correspond, holiday time will be taken by the RCOE in accordance with SHERIFF holidays during the Effective Period of this MOU (see section V. B. below). The excess days shall be taken with reasonable notice to SHERIFF but shall not conflict with the schedule of duties mutually developed by SHERIFF and RCOE.
18. All RCOE staff providing instruction, aid, and testing directly to inmates through this MOU are expected to work on-site and provide in-person instruction at their designated facilities for six hours on duty days, unless they are participating in training or meetings.

- 1 a. Should the Riverside County Superintendent of Schools direct
2 RCOE staff to work remotely to meet the requirements of the
3 Riverside County Department of Public Health, the SHERIFF will
4 not compensate RCOE for any services alternative to in-person,
5 on-site instruction. This is a material term of this MOU with
6 respect to the aforementioned services.

7
8 19. RCOE agrees to comply with State of California and Riverside County mandates
9 in providing services within a jail setting.

10
11 20. If RCOE staff is unavailable for any amount of time for any reason, including but
12 not limited to illness or vacation, RCOE will delegate substitute staff to avoid
13 any interruption or delay in services provided under this MOU.

14
15 21. RCOE shall establish adequate procedures for self-monitoring and quality
16 control and assurance to ensure proper performance under this MOU; and shall
17 permit a SHERIFF representative or other regulatory official to monitor, assess,
18 or evaluate RCOE's performance under this MOU at any time, upon reasonable
19 notice.

20
21 B. SHERIFF'S RESPONSIBILITIES

22
23 1. SHERIFF will provide RCOE personnel with access to office/work/classroom
24 space, Internet, and telephones.

25
26 2. SHERIFF will provide administrative staff, as part of their responsibilities, to
27 serve as liaison between SHERIFF and RCOE, and provide day-to-day
28 administration and program oversight.

29
30 3. SHERIFF will provide training materials and supplies for the inmate
31 participants, as approved by the SHERIFF administrative staff.

32
33 4. The Riverside County Sheriff's Inmate Welfare Fund (hereinafter "IWF")
34 Committee will review quarterly reports covering both operational and
35 financial aspects of the programs and notify RCOE of any discrepancies prior
36 to the next quarterly report. The Chief Deputy over Corrections Support shall
37 provide timely feedback to the RCOE staff recommendations for
38 modifications and changes to training programs/curriculum/staffing or any
39 other areas effecting the outcomes of the programs delivered by the RCOE.

40
41 5. All performance shall be subject to inspection and test by the SHERIFF or other
42 regulatory agencies at all times. RCOE shall provide adequate cooperation to
43 any inspector or other SHERIFF representative to permit him/her to determine
44 the RCOE's conformity with the terms of this MOU. If any services performed
45 or products provided by RCOE are not in conformance with the terms of this
46 MOU, the SHERIFF shall have the right to require RCOE to perform the services
47 or provide the products in conformance with the terms of the MOU at no

1 additional cost. When the services to be performed or the products to be
2 provided are of such nature that the difference cannot be corrected; the
3 SHERIFF shall have the right to: (1) require RCOE immediately to take all
4 necessary steps to ensure future performance in conformity with the terms of
5 the MOU; and/or (2) reduce the MOU price to reflect the reduced value of the
6 services performed or products provided. The SHERIFF may also terminate
7 this MOU for default.
8

9 IV. FISCAL PROVISIONS

10
11 A. MAXIMUM AMOUNT

12
13 RCOE projects a total program cost of \$2,246,689 for the 2021-2022 fiscal year. The
14 Adult Jail Proposed Budget, attached hereto as Exhibit "A" and incorporated herein
15 by this reference, reflects a budgeted RCOE contribution of \$1,213,930. SHERIFF
16 through its IWF Committee, pursuant to the IWF Bylaws, agrees to pay the RCOE the
17 amount not to exceed \$1,032,759, including salary and benefits for personnel
18 identified in Section III.A, Paragraphs 1 and 2, books and supplies, operating expenses,
19 and indirect costs as stipulated in the Adult Jail Proposed Budget. The claim
20 reimbursement will be based on actual cost incurred for the reporting period including
21 details and supporting documentation of the amount claimed.
22

23 B. BILLING

24
25 RCOE will bill SHERIFF on a quarterly basis for all services provided in an itemized
26 invoice format reflecting both actual expenditures and proposed budget. Billings sent
27 by RCOE to SHERIFF will be submitted no later than thirty (30) days following the end
28 of the claim quarter.
29

30 C. RATE OF PAYMENT

31
32 SHERIFF agrees to pay RCOE, on a quarterly basis and within thirty (30) days from
33 receipt of the itemized invoice reflecting actual expenditures and proposed budget.
34 SHERIFF shall only be obligated to pay for services provided, according to the terms
35 of this MOU.
36

37 D. PAYMENT CONDITIONS

38
39 The Adult Jail Proposed Budget and rate of payment is conditioned upon RCOE staff
40 providing in-person services on-site at the various correctional facilities. In the event
41 RCOE is unable to provide in-person educational instruction as contemplated by this
42 MOU, SHERIFF will not pay for services. RCOE shall promptly inform SHERIFF if RCOE
43 anticipates not being able to comply with the terms of this MOU and the parties will
44 determine whether to modify this MOU pursuant to Section V.D. below, including with
45 respect to the costs and rate of payment. If a budget reduction, postponement, or
46 extension is not feasible, SHERIFF retains the right to terminate this MOU pursuant to
47 Section V.B. below.
48

1 V. GENERAL PROVISIONS

2
3 A. EFFECTIVE PERIOD

4
5 This Memorandum of Understanding will be effective during the period of July 1, 2021
6 through June 30, 2022, upon which this MOU shall expire. This MOU shall not be
7 automatically renewed.

8
9 B. TERMINATION

10
11 Either party may terminate this MOU without cause by giving thirty (30) days written
12 notification in advance to the other party. In the event SHERIFF elects to abandon,
13 indefinitely postpone, or terminate this MOU, SHERIFF will make payment for all
14 services performed up to the date written notice was given in a prorated amount.

15
16 C. ALTERATION OF TERMS AND ENTIRE AGREEMENT

17
18 This MOU fully expresses all understanding of the parties concerning all matters
19 covered and will constitute the total agreement between the parties, superseding all
20 prior and contemporaneous negotiations and understandings between the parties
21 whether oral or written, express or implied. No addition to, or alteration of, the terms
22 of this MOU, whether by written or verbal understanding of the parties, their officers,
23 agents, or employees will be valid unless made in the form of a written amendment to
24 this MOU, which is formally approved and executed by authorized signatories of both
25 RCOE and SHERIFF.

26
27 D. MODIFICATION OF SERVICES

28
29 No portion of the services or responsibilities of either party described in this MOU may
30 be eliminated, reduced, or appreciably changed without the mutual written consent
31 of both parties. SHERIFF shall only be obligated to pay for verifiable work hours and
32 services actually provided according to the terms of this MOU. If an unexpected
33 emergency (i.e., an outbreak or epidemic) occurs and staff are prohibited from
34 performing their teaching and testing responsibilities to inmates on-site based on
35 mutual agreement, and in the event of any reduction regarding services rendered,
36 specific dates, costs, and time requirements referred to in this agreement, payment
will be reduced, postponed or extended accordingly.

37 E. NOTICES

38
39 All notices, claims correspondence, reports, and/or statements authorized or required
40 by this MOU will be addressed as follows:

41
42 RCOE:

43 Riverside County Superintendent of Schools
44 3939 Thirteenth Street
45 P.O. Box 868
46 Riverside, CA 92502-0868

1 SHERIFF:

2 Sheriff's Department
3 Sheriff's Administration
4 P.O. Box 512
5 Riverside, CA 92501

6 Unless the persons or address are otherwise identified by notice given in the manner
7 specified by this paragraph, all notices will be deemed effective when they are reduced
8 to writing, addressed as above, and received. Any notices, correspondence, reports,
9 and/or statements authorized or required by this MOU addressed in any other fashion
10 will not be acceptable.
11

12 F. HOLD HARMLESS

13
14 The parties hereto, and each of them, do hereby mutually agree to indemnify, defend,
15 save and hold harmless each other, and their respective officers, agents, servants and
16 employees, of and from any and all liability, claims demands, debts, suits, actions and
17 causes of action, arising out of or in any manner connected with the performance of
18 any act or deed under or pursuant to the terms and provisions of this MOU by such
19 indemnifying party, or its officers, agents, servants and employees.
20

21 G. INDEPENDENT CONTRACTOR

22
23 RCOE while engaged in the performance of this MOU, is an independent contractor,
24 and is not an officer, agent or employee of the SHERIFF department.
25

26 H. ASSIGNMENT OF CONTRACT

27
28 RCOE shall not assign the whole or any part of this MOU or any payment due or to
29 become due hereunder, without the written consent of SHERIFF and all sureties who
30 have executed bonds on behalf of RCOE in connection with this MOU.
31

32 I. RECORDS

33
34 All financial records, supporting documents, statistical records, and all other records
35 pertaining to the use of the funds provided under this MOU will be retained collectively
36 by RCOE and SHERIFF for a period of five (5) years, at a minimum, and in the event of
37 litigation, claim or audit, the records will be retained until all litigation, claims and audit
38 findings involving the records, have been fully resolved. The five (5) year period
39 commences upon submission of the final claim for payment to SHERIFF.
40

41 J. CONFIDENTIALITY

42
43 All parties agree to maintain the confidentiality of all client information in accordance
44 with all applicable Federal, State and local laws and regulations. Both parties will
45 ensure names, addresses, phone numbers, and any other individually identifiable
46 information concerning clients and services received are kept confidential.
47

48 K. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

1
2 All parties in this MOU are subject to all relevant requirements contained in the Health
3 Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, enacted
4 August 21, 1996, and the laws and regulations promulgated subsequent thereto. All
5 parties agree to cooperate in accordance with the terms and intent of this MOU for
6 implementation of relevant law(s) and/or regulation(s) promulgated under this Law.
7 All parties agree it shall be in compliance, and shall remain in compliance with the
8 requirements of HIPAA, and the laws and regulations promulgated subsequent
9 hereto, as may be amended from time to time. The parties agree to the terms and
10 conditions set forth from the Riverside County Board of Supervisors Policy No. B-23.
11

12 L. PERSONNEL DISCLOSURE AND BACKGROUND CHECK PROCEDURES
13

14 1. Background Check Procedures

15 Upon request by SHERIFF, RCOE agrees to make available to SHERIFF a
16 current list of all personnel that will be providing services under this MOU.
17 This list shall include: all staff who work full, part-time, per-diem, or
18 temporarily; a brief description of the functions of each position; and the
19 professional degree, license (if applicable) and experience required for each
20 position.
21

22 SHERIFF reserves the right to conduct, at any time, background checks on
23 personnel assigned to the above mentioned locations. Based on the
24 background check, SHERIFF shall have the right to require replacement of any
25 personnel. SHERIFF shall be provided immediate written notice of any
26 changes in personnel providing services under this MOU. In the event a
27 background check is conducted, costs associated with the background check
28 will be the responsibility of SHERIFF. In addition, SHERIFF shall have the right
29 at any time to require RCOE to remove or replace any personnel providing
30 services under this MOU for any reason SHERIFF determines to be
31 appropriate.
32

33 2. Disclosure of Information Relevant to Client Safety

34 As required by Penal Code Section 11105.3, RCOE agrees to notify SHERIFF of
35 any RCOE employee assigned to the above mentioned locations that has been
36 convicted of any crimes involving sex, drugs, violence, or felony offence, or
37 who are known to have a substantiated report of child abuse as defined in
38 Penal Code Section 11165.12, who occupy supervisory positions or disciplinary
39 power over minors, or who occupies supervisory or teaching positions over
40 adult clients. SHERIFF shall notify RCOE in writing of any person not approved
41 to work at any institution or treatment facility, but to protect client
42 confidentiality, may not be able to disclose the reason(s) for non-approval.
43 Upon notification, RCOE shall immediately remove that person from providing
44 services under this MOU.
45

46 3. Disclosure of Information Relevant to Employee Safety

47 As required by Penal Code Section 11105.3 RCOE agrees to notify SHERIFF of
48 any RCOE employee assigned to any of the above mentioned locations that

1 has been convicted of any crimes involving sex, drugs, violence, or felony
2 offense, or who are known to have a substantiated report of child abuse as
3 defined in Penal Code Section 11165.12, who occupy supervisory positions or
4 disciplinary power over minors, or who occupies supervisory or teaching
5 positions over adult clients. The procedures for notification are as follows:

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

14
15 M. COUNTERPARTS

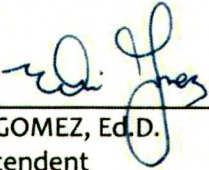
16 This MOU may be executed in any number of counterparts, each of which will be an
17 original, but all of which together will constitute one instrument. Each party of this
18 MOU agrees to the use of electronic signatures, such as digital signatures that meet
19 the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal.
20 Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that
21 the electronic signatures of the parties included in this MOU are intended to
22 authenticate this writing and to have the same force and effect as manual
23 signatures. Electronic signature means an electronic sound, symbol, or process
24 attached to or logically associated with an electronic record and executed or adopted
25 by a person with the intent to sign the electronic record pursuant to the CUETA as
26 amended from time to time. The CUETA authorizes use of an electronic signature for
27 transactions and contracts among parties in California, including a government agency.
28 Digital signature means an electronic identifier, created by computer, intended by the
29 party using it to have the same force and effect as the use of a manual signature, and
30 shall be reasonably relied upon by the parties. For purposes of this section, a digital
31 signature is a type of "electronic signature" as defined in subdivision (i) of Section
32 1633.2 of the Civil Code.
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SIGNATORIES

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

RIVERSIDE COUNTY
SUPERINTENDENT OF SCHOOLS



EDWIN GOMEZ, Ed.D.
Superintendent

Date 11/17/2021

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SIGNATORIES

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

COUNTY OF RIVERSIDE
SHERIFF'S DEPARTMENT

CHAD BIANCO
Sheriff-Coroner

Date _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Lisa Sanchez
Deputy County Counsel

1 SIGNATORIES

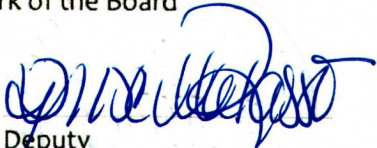
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3 THE COUNTY OF RIVERSIDE, on behalf of its SHERIFF'S DEPARTMENT, and the RIVERSIDE COUNTY
4 SUPERINTENDENT OF SCHOOLS, on behalf of the RIVERSIDE COUNTY OFFICE OF EDUCATION
5 mutually agree and faithfully perform all applications set forth in this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

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8 COUNTY OF RIVERSIDE
9 BOARD OF SUPERVISORS

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13 JEFF HEWITT
14 CHAIR OF THE BOARD

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17 Date FEB 01 2022

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21 ATTEST:
22 Kecia Harper
23 Clerk of the Board

24
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26 By: 
27 Deputy

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29
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31 APPROVED AS TO FORM:
32 Gregory P. Priamos
33 County Counsel

34
35 By: 
36 Lisa Sanchez
37 Deputy County Counsel

**ADULT JAIL PROPOSED BUDGET
2021-2022**

RCOE Sources	\$ 1,213,930	"EXHIBIT A"
Sheriff Resources (IWF and AB109)	\$ 1,032,759	
Total Revenue	\$ 2,246,689	

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

PRINCIPAL	1	\$ 164,279	\$ 14,647	\$ 34,306	\$ 213,232
SCHOOL SITE SECRETARY	1	\$ 55,647	\$ 13,998	\$ 19,010	\$ 88,655
ATTENDANCE REGISTRATION TECH	1	\$ 68,957	\$ 3,291	\$ 22,935	\$ 95,183
PROGRAM ASSISTANT	1	\$ 82,667	\$ 3,291	\$ 27,807	\$ 113,765
GED TESTER PROGRAM ASSISTANT	0.5	\$ 36,008	\$ 6,999	\$ 12,207	\$ 55,214
TCHR/CORR ED/ADULT JAIL PROG	1	\$ 137,133	\$ 14,366	\$ 28,638	\$ 180,137
INSTRUCTOR, WELDING	0.5	\$ 42,724	\$ 7,087	\$ 8,922	\$ 58,733
TCHR/CORR ED/Construction	1	\$ 131,859	\$ 14,366	\$ 27,536	\$ 173,761
INSTRUCTOR ABE, ASE	1	\$ 142,846	\$ 14,366	\$ 29,830	\$ 187,042
INSTRUCTOR ABE, ASE	1	\$ 137,133	\$ 14,366	\$ 28,638	\$ 180,137
INSTRUCTOR GRAPHICS TECHNOLOGY	1	\$ 78,274	\$ 14,174	\$ 16,346	\$ 108,794
INSTR ASST/CORR ED	0.875	\$ 45,031	\$ 13,998	\$ 15,384	\$ 74,413
TCHR SUBSTITUTES/EXTRA DUTY		\$ 10,000		\$ 626	\$ 10,626
SCF Total		\$ 1,132,558	\$ 134,949	\$ 272,185	\$ 1,539,692

John J. Benoit Detention Center (JBDC) - Indio

TCHR/CORR ED/ADULT JAIL PROG	1	\$ 153,094	\$ 14,366	\$ 31,971	\$ 199,431
JBDC Total		\$ 153,094	\$ 14,366	\$ 31,971	\$ 199,431

Cois Byrd Detention Center (CBDC) - Murrieta

TCHR/CORR ED/ADULT JAIL PROG	1	\$ 148,801	\$ 14,366	\$ 28,917	\$ 192,084
CBDC Total		\$ 148,801	\$ 14,366	\$ 28,917	\$ 192,084

Robert Presley Detention Center (RPDC) - Riverside

TCHR/CORR ED/ADULT JAIL PROG	1	\$ 137,133	\$ 14,174	\$ 28,638	\$ 179,945
RPDC Total		\$ 137,133	\$ 14,174	\$ 28,638	\$ 179,945

Total Salaries and Benefits		\$ 1,571,586	\$ 177,855	\$ 361,711	\$ 2,111,152
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Service and Supplies

Attendance system (\$11,750)	\$ 3,816
Services-Testing, Mileage, Travel, Cell Phone, Legal Fees, Postage, Tech Support	\$ 1,000
Total Service and Supplies	\$ 4,816

TOTAL Adult Jail Proposed Budget

Total Program Costs (Excluding Salaries & Benefits)	\$ 4,816
Total Program Costs (Salaries & Benefits)	\$ 2,111,152
*Indirect Costs @ 8.04%	\$ 130,721
Total Expenditures	\$ 2,246,689

*Indirect Costs include the service of: Office Space, Plant Maintenance, Plant Operations, Data Processing Services, Payroll, Accounts Payable/Receivable, Warehouse/Records, Management, Purchasing/Mail Services, Business Administration Support.

