

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



ITEM: 3.48
(ID # 21934)

MEETING DATE:
Tuesday, May 23, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the FY 2022-2028 Memorandum of Agreement with the Riverside County Superintendent of Schools, on Behalf of its Riverside County Office of Education, for the Provision of Educational Programs to Adult Inmates, All Districts. [Total Program \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the FY 2022-2028 Memorandum of Agreement (the "MOA") 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 MOA on behalf of the County; and
2. Authorize the Chief Deputy, in accordance with Ordinance No. 459, and as approved as to form by County Counsel, to sign amendments that exercise the options of the MOA including modifications of the statement of work that stay within the intent of the MOA.

ACTION:Policy


Edward Delgado, Assistant Sheriff 5/15/2023

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 Gutierrez
Nays: None
Absent: None
Date: May 23, 2023
xc: Sheriff

Kimberly A. Rector
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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	22/23 – 27/28

C.E.O. RECOMMENDATION: Approve

BR: 23-088

BACKGROUND:

Summary

The Sheriff's Department and the Riverside County Superintendent of Schools have reached an agreement for the Superintendent in FY 2022-2028 to continue the provision of general, vocational, and alternative education curricula at County detention facilities.

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 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 Riverside County Superintendent of Schools is funding the program and will not require funding from the County.

County Counsel has reviewed and approved as to form.

ATTACHMENTS:

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


Rebecca S Cortez, Principal Management Analyst 5/15/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 5/10/2023

MEMORANDUM OF AGREEMENT

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4 Contracting Parties: Riverside County Superintendent of Schools, on behalf of the Riverside County
5 Office of Education
6 And
7 County of Riverside, on behalf of its Sheriff's Department
8
9 Term of MOA: July 1, 2022 through June 30, 2028
10
11 Type of Service: Adult Jail Education Program as Desert Edge School
12
13

14 WHEREAS, the County of Riverside, on behalf of its Sheriff's Department hereinafter referred
15 to as "SHERIFF"(or designee), desires to provide educational programs to adult inmates;
16

17 WHEREAS, the Riverside County Superintendent of Schools, on behalf of the Riverside County
18 Office of Education hereinafter referred to as "RCOE"(or designee) is capable and willing, to deliver
19 said educational programs; and
20

21 WHEREAS, SHERIFF and RCOE previously entered into a Memorandum of Understanding for
22 fiscal year 2021-2022 for said educational programs, with a term from July 01, 2021 through June 30,
23 2022.
24

25 IT IS THEREFORE AGREED, by and between the SHERIFF and RCOE, that RCOE will provide
26 educational programs to adult inmates at all five (5) Riverside County detention facilities continuously
27 throughout the term of this Memorandum of Agreement (MOA) for fiscal year 2022-2028 . The parties
28 further agree to the following terms and conditions:
29

30 I. RECITALS

31 The above recitals are true and correct.
32
33

34 II. SCOPE OF SERVICES

35
36 A. RCOE will provide certain educational programs, as described below, to adult
37 inmates in custody of the SHERIFF (the "Services"), located at the facilities listed
38 below, with the cooperation of SHERIFF'S Corrections Division personnel.
39

40 Larry D. Smith Correctional Facility (SCF)
41 Robert Presley Detention Center (RPDC)
42 Cois Byrd Detention Center (CBDC)
43 John J. Benoit Detention Center (JBDC)
44 Blythe Jail
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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 to
7 include, but not limited to, construction technology, National Center for
8 Construction Education Research (NCCER), Occupational Safety and Health
9 Administration (OSHA), welding technology, and graphics technology, digital
10 printing and print shop. CTE courses will be offered as follows at the
11 correctional facilities listed below:

12
13 Larry D. Smith Correctional Facility (SCF)

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

19
20 Robert Presley Detention Center (RPDC)

21
22 Cois Byrd Detention Center (CBDC)

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24 John J. Benoit Detention Center (JBDC)

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

32
33 SCF

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

36
37 RPDC

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

40
41 CBDC

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

44
45 JBDC and Blythe Jail

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

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

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SCF, RPDC, CBDC, and JBDC

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4. RCOE will provide in-person 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 MOA takes into consideration that inmates participate voluntarily and may choose at any time to leave the educational program without reason.
 5. RCOE will provide incremental cost estimates for additional courses designed and developed to meet the educational needs of inmates; and to be approved by the Sheriff's Inmate Training and Education Bureau (SITE-B) Manager.
 6. Changes in the curriculum may be made upon written consent of both RCOE and SHERIFF. Quarterly discussions between the Executive Director of Alternative Education programs and the SITE-B 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.
 7. RCOE will assign a Principal as its representative to provide reports and communicate with SITE-B Manager. The representative, on behalf of RCOE, 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.
 8. RCOE will provide monthly and annual statistical reports to the SITE-B Manager on active participants including information regarding enrollments, graduates, certificates, 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. Above said report will be submitted in a format approved by RCOE and SITE-B Manager and will include the students' names and booking numbers.
 9. Monthly statistical reports are due no later than the tenth (10th) day of each calendar month.

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3 10. RCOE staff will cooperate with SHERIFF to accomplish the established goals
4 and objectives for the adult inmate programs, including quarterly meetings to
5 discuss target progress.
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7 11. RCOE staff will monitor the enrollments, hours of attendance credit, High
8 School Equivalency (i.e. GED or HiSET) completers, and graduates and will
9 submit in writing, as soon as reasonable or practical for each individual
10 occurrence, to the SITE-B Manager with recommended modifications or
11 changes to training programs, curriculum, staffing, or any other areas
12 impacting the outcomes of the programs delivered by RCOE.
13

14 a. Number of students served per instructor, per facility, including
15 active and wait list students, is based on instructional setting,
16 safety considerations and mode of instruction (i.e., Independent
17 Study, small group or classroom).
18

19 ABE/ASE/ESL: ongoing student ratio

20 • Independent Study: Up to 32 students per week (same
21 students continuously enrolled for a semester) may
22 receive individual (one-on-one) Independent Study
23 services.

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

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

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

33 • Graphics Technology / Desktop Publishing: Up to 16
34 students per class

35 • Construction Trades: Up to 20 students

36 • Welding: Up to 20 students

37 b. Number of High School Equivalency (i.e. GED or HiSET) tests
38 administered and passed, per facility, is based on availability of
39 testing programs for continuously enrolled students, based on
40 time in program and students' academic profile.
41

42 c. Number of high school diplomas awarded

43 • Goal: five (5) diplomas earned annually across program
44 for continuously enrolled students, based on time in

1 program and students' academic profile (including prior
2 credits completed)

3 d. Number of CTE certificates awarded

- 4 • Goals: 60% of CTE students enrolled at least 40 hours
5 complete a measurable educational program outcome
6 (such as a complete curricular unit containing specific
7 skills) or earn a certificate
- 8 • Annually: 80% of CTE students enrolled for a minimum of
9 60 days earn measurable educational program outcome
10 or earn a certificate.

- 11
- 12 12. RCOE staff will have their identification badges displayed while in the facility.
- 13
- 14 13. RCOE will provide all supplies for their staff.
- 15
- 16 14. RCOE staff vacation time shall not conflict with the schedule of duties
17 mutually developed by SHERIFF and RCOE. Because SHERIFF and RCOE
18 holidays may not correspond, holiday time will be taken by RCOE in
19 accordance with SHERIFF holidays during the Effective Period of this MOA
20 (see section V. A. below). The excess days shall be taken with reasonable
21 notice to SHERIFF but shall not conflict with the schedule of duties mutually
22 developed by SHERIFF and RCOE.
- 23
- 24 15. All RCOE staff providing instruction, aid, and testing directly to inmates
25 through this MOA are expected to work on-site and provide in-person
26 instruction at their designated facilities for six hours on duty days, unless they
27 are participating in training or meetings.
- 28
- 29 16. RCOE agrees to comply with State of California and Riverside County
30 mandates in providing services within a jail setting.
- 31
- 32 17. If RCOE staff is unavailable for any amount of time for any reason, including
33 but not limited to illness or vacation, RCOE will delegate substitute staff to
34 avoid any interruption or delay in services provided under this MOA.
- 35
- 36 18. RCOE shall establish adequate procedures for self-monitoring and quality
37 control and assurance to ensure proper performance under this MOA; and
38 shall permit a SHERIFF representative or other regulatory official to monitor,
39 assess, or evaluate RCOE's performance under this MOA at any time, upon
40 reasonable notice.

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42 B. SHERIFF'S RESPONSIBILITIES

- 43
- 44 1. SHERIFF will provide RCOE personnel with access to office/work/classroom
45 space, Internet, and telephones.
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2. SHERIFF will provide administrative staff, as part of their responsibilities, to serve as liaison between SHERIFF and RCOE, 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. SHERIFF will review quarterly reports covering operational aspects of the programs and notify RCOE of any discrepancies prior to the next quarterly report. The SITE-B Manager shall provide timely feedback to the RCOE staff recommendations for modifications and changes to training programs/curriculum/staffing or any other areas effecting the outcomes of the programs delivered by the RCOE.
5. All performance shall be subject to inspection by the SHERIFF or other regulatory agencies at all times. RCOE shall provide adequate cooperation to any inspector or other SHERIFF representative to permit him/her to determine the RCOE's conformity with the terms of this MOA.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Memorandum of Agreement (MOA) shall be effective July 1, 2022 and continue through June 30, 2028. The Parties may elect to renew in writing after the term of the MOA ends for a period of up to five (5) years, for each entire Riverside County fiscal year from July 1 to June 30, and shall remain in effect unless terminated or modified as defined in section V(B) or V(C) of this MOA.

B. TERMINATION

Either party may terminate this MOA without cause by giving thirty (30) days written notification in advance to the other party.

C. ALTERATION OF TERMS AND ENTIRE AGREEMENT

This MOA 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 MOA, 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 MOA, which is formally approved and executed by authorized signatories of both RCOE and SHERIFF.

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D. NOTICES

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

RCOE:

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

All notices will be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail or transmitted via email. Any notice, correspondence, reports, and/or statements authorized or required by this MOA 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 MOA by such indemnifying party, or its officers, agents, servants and employees.

F. INDEPENDENT CONTRACTOR

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

G. ASSIGNMENT OF CONTRACT

RCOE shall not assign the whole or any part of this MOA 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 RCOE in connection with this MOA.

H. RECORDS

All financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this MOA will be retained collectively by RCOE and SHERIFF for a period of seven (7) years, at a minimum, and in the event of litigation, claim or audit, the records will be retained until all litigation,

1 claims and audit findings involving the records, have been fully resolved. The seven
2 (7) year period commences upon submission of the final claim for payment to
3 SHERIFF.
4

5 I. CONFIDENTIALITY
6

7 All parties agree to maintain the confidentiality of all client information in accordance
8 with all applicable Federal, State and local laws and regulations. Both parties will
9 ensure names, addresses, phone numbers, and any other individually identifiable
10 information concerning clients and services received are kept confidential.
11

12 J. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
13

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

24 K. PERSONNEL DISCLOSURE AND BACKGROUND CHECK PROCEDURES
25

26 1. Background Check Procedures

27 Upon request by SHERIFF, RCOE agrees to make available to SHERIFF a
28 current list of all personnel that will be providing services under this MOA.
29 This list shall include: all staff who work full, part-time, per-diem, or
30 temporarily; a brief description of the functions of each position; and the
31 professional degree, license (if applicable) and experience required for each
32 position.
33

34 SHERIFF reserves the right to conduct, at any time, background checks on
35 personnel assigned to the above mentioned locations. Based on the
36 background check, SHERIFF shall have the right to require replacement of any
37 personnel. SHERIFF shall be provided immediate written notice of any
38 changes in personnel providing services under this MOA. In the event a
39 background check is conducted, costs associated with the background check
40 will be the responsibility of SHERIFF. In addition, SHERIFF shall have the right
41 at any time to require RCOE to remove or replace any personnel providing
42 services under this MOA for any reason SHERIFF determines to be
43 appropriate.
44

45 2. Disclosure of Information Relevant to Client Safety

46 As required by Penal Code Section 11105.3, RCOE agrees to notify SHERIFF of
47 any RCOE employee assigned to the above mentioned locations that has been
48 convicted of any crimes involving sex, drugs, violence, or felony offence, or

1 who are known to have a substantiated report of child abuse as defined in
2 Penal Code Section 11165.12, who occupy supervisory positions or disciplinary
3 power over minors, or who occupies supervisory or teaching positions over
4 adult clients. SHERIFF shall notify RCOE in writing of any person not approved
5 to work at any institution or treatment facility, but to protect client
6 confidentiality, may not be able to disclose the reason(s) for non-approval.
7 Upon notification, RCOE shall immediately remove that person from providing
8 services under this MOA.
9

10 3. Disclosure of Information Relevant to Employee Safety

11 As required by Penal Code Section 11105.3 RCOE agrees to notify SHERIFF of
12 any RCOE employee assigned to any of the above mentioned locations that
13 has been convicted of any crimes involving sex, drugs, violence, or felony
14 offense, or who are known to have a substantiated report of child abuse as
15 defined in Penal Code Section 11165.12, who occupy supervisory positions or
16 disciplinary power over minors, or who occupies supervisory or teaching
17 positions over adult clients. The procedures for notification are as follows:

- 18 • When such information becomes known to RCOE, RCOE shall immediately
19 notify SHERIFF concerning any arrests or convictions for anything other
20 than minor traffic offenses not withstanding Driving Under the Influence
21 or substantiated allegations of child abuse by any paid employee.
- 22 • In the event that notification is made, SHERIFF will make the necessary
23 contractual changes up to and including termination of this MOA.
- 24 • Failure to notify SHERIFF immediately of the above is grounds for
25 termination of this MOA.
26

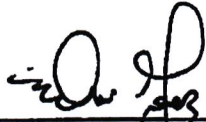
27 M. COUNTERPARTS

28 This MOA may be executed in any number of counterparts, each of which will be an
29 original, but all of which together will constitute one instrument. The parties shall be
30 entitled to sign and transmit an electronic copy of the signature of this MOA (whether
31 by facsimile, PDF, or other email transmission), which signature shall be binding on the
32 party whose name is contained therein. Any party providing an electronic signature
33 agrees to promptly execute and deliver to the other parties an original signed MOA
34 upon request.
35
36

1 SIGNATORIES

2
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 Agreement.

6
7 RIVERSIDE COUNTY
8 SUPERINTENDENT OF SCHOOLS

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10 
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12 _____

13 EDWIN GOMEZ, Ed.D.
14 Superintendent

15
16 Date 1/26/2023
17
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19

1 **SIGNATORIES**


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6

7 COUNTY OF RIVERSIDE
8 SHERIFF'S DEPARTMENT
9

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13 _____
14 CHAD BIANCO
15 Sheriff-Coroner

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17 Date _____
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22 APPROVED AS TO FORM:
23 Minh C. Tran
24 County Counsel

25
26 By: 
27 Katherine Wilkins
28 Deputy County Counsel
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6 and Exhibits attached hereto.

7
8 COUNTY OF RIVERSIDE
9 BOARD OF SUPERVISORS

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14 CHAIR OF THE BOARD

15 KEVIN JEFFRIES

16 Date 5/23/23
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20 ATTEST:

21 Kimberly Rector
22 Clerk of the Board

23
24 By: 
25 Deputy
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27

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3. RCOE may administer in-person 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. RCOE will provide in-person 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 MOA takes into consideration that inmates participate voluntarily and may choose at any time to leave the educational program without reason.

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

6. Changes in the curriculum may be made upon written consent of both RCOE and SHERIFF. Quarterly discussions between the Executive Director of Alternative Education programs and the SITE-B 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.

7. RCOE will assign a Principal as its representative to provide reports and communicate with SITE-B Manager. The representative, on behalf of RCOE, 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.

8. RCOE will provide monthly and annual statistical reports to the SITE-B Manager on active participants including information regarding enrollments, graduates, certificates, 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. Above said report will be submitted in a format approved by RCOE and SITE-B Manager and will include the students' names and booking numbers.

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

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

11. RCOE 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 SITE-B Manager with recommended modifications or changes to training programs, curriculum, staffing, or any other areas impacting the outcomes of the programs delivered by RCOE.

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 may serve approximately 20-40 students per week (same students continuously enrolled for a semester).
- Classroom: 30-64 students per teacher per week based on classroom capacity and SITE-B Program enrollment.

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

- Graphics Technology / Desktop Publishing: Up to 16 students per class
- Construction Trades: Up to 20 students
- 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.

c. Number of high school diplomas awarded

- Goal: five (5) diplomas earned annually across program for continuously enrolled students, based on time in

1 program and students' academic profile (including prior
2 credits completed)

3 d. Number of CTE certificates awarded

- 4 • Goals: 60% of CTE students enrolled at least 40 hours
5 complete a measurable educational program outcome
6 (such as a complete curricular unit containing specific
7 skills) or earn a certificate
- 8 • Annually: 80% of CTE students enrolled for a minimum of
9 60 days earn measurable educational program outcome
10 or earn a certificate.

- 11
- 12 12. RCOE staff will have their identification badges displayed while in the facility.
- 13
- 14 13. RCOE will provide all supplies for their staff.
- 15
- 16 14. RCOE staff vacation time shall not conflict with the schedule of duties
17 mutually developed by SHERIFF and RCOE. Because SHERIFF and RCOE
18 holidays may not correspond, holiday time will be taken by RCOE in
19 accordance with SHERIFF holidays during the Effective Period of this MOA
20 (see section V. A. below). The excess days shall be taken with reasonable
21 notice to SHERIFF but shall not conflict with the schedule of duties mutually
22 developed by SHERIFF and RCOE.
- 23
- 24 15. All RCOE staff providing instruction, aid, and testing directly to inmates
25 through this MOA are expected to work on-site and provide in-person
26 instruction at their designated facilities for six hours on duty days, unless they
27 are participating in training or meetings.
- 28
- 29 16. RCOE agrees to comply with State of California and Riverside County
30 mandates in providing services within a jail setting.
- 31
- 32 17. If RCOE staff is unavailable for any amount of time for any reason, including
33 but not limited to illness or vacation, RCOE will delegate substitute staff to
34 avoid any interruption or delay in services provided under this MOA.
- 35
- 36 18. RCOE shall establish adequate procedures for self-monitoring and quality
37 control and assurance to ensure proper performance under this MOA; and
38 shall permit a SHERIFF representative or other regulatory official to monitor,
39 assess, or evaluate RCOE's performance under this MOA at any time, upon
40 reasonable notice.

41
42 B. SHERIFF'S RESPONSIBILITIES

- 43
- 44 1. SHERIFF will provide RCOE personnel with access to office/work/classroom
45 space, Internet, and telephones.
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- 2. SHERIFF will provide administrative staff, as part of their responsibilities, to serve as liaison between SHERIFF and RCOE, 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. SHERIFF will review quarterly reports covering operational aspects of the programs and notify RCOE of any discrepancies prior to the next quarterly report. The SITE-B Manager shall provide timely feedback to the RCOE staff recommendations for modifications and changes to training programs/curriculum/staffing or any other areas effecting the outcomes of the programs delivered by the RCOE.
- 5. All performance shall be subject to inspection by the SHERIFF or other regulatory agencies at all times. RCOE shall provide adequate cooperation to any inspector or other SHERIFF representative to permit him/her to determine the RCOE's conformity with the terms of this MOA.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Memorandum of Agreement (MOA) shall be effective July 1, 2022 and continue through June 30, 2028. The Parties may elect to renew in writing after the term of the MOA ends for a period of up to five (5) years, for each entire Riverside County fiscal year from July 1 to June 30, and shall remain in effect unless terminated or modified as defined in section V(B) or V(C) of this MOA.

B. TERMINATION

Either party may terminate this MOA without cause by giving thirty (30) days written notification in advance to the other party.

C. ALTERATION OF TERMS AND ENTIRE AGREEMENT

This MOA 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 MOA, 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 MOA, which is formally approved and executed by authorized signatories of both RCOE and SHERIFF.

1 D. NOTICES
2

3 All notices, claims correspondence, reports, and/or statements authorized or required
4 by this MOA will be addressed as follows:
5

6 RCOE:

7 Riverside County Superintendent of Schools
8 3939 Thirteenth Street
9 P.O. Box 868
10 Riverside, CA 92502-0868
11

12 SHERIFF:

13 Sheriff's Department
14 Sheriff's Administration
15 P.O. Box 512
16 Riverside, CA 92501
17

18 All notices will be deemed effective when they are made in writing, addressed as
19 indicated above, and deposited in the United States mail or transmitted via email. Any
20 notice, correspondence, reports, and/or statements authorized or required by this
21 MOA addressed in any other fashion will not be acceptable.
22

23 E. HOLD HARMLESS
24

25 The parties hereto, and each of them, do hereby mutually agree to indemnify, defend,
26 save and hold harmless each other, and their respective officers, agents, servants and
27 employees, of and from any and all liability, claims demands, debts, suits, actions and
28 causes of action, arising out of or in any manner connected with the performance of
29 any act or deed under or pursuant to the terms and provisions of this MOA by such
30 indemnifying party, or its officers, agents, servants and employees.
31

32 F. INDEPENDENT CONTRACTOR
33

34 RCOE while engaged in the performance of this MOA, is an independent contractor,
35 and is not an officer, agent or employee of the SHERIFF department.
36

37 G. ASSIGNMENT OF CONTRACT
38

39 RCOE shall not assign the whole or any part of this MOA or any payment due or to
40 become due hereunder, without the written consent of SHERIFF and all sureties who
41 have executed bonds on behalf of RCOE in connection with this MOA.
42

43 H. RECORDS
44

45 All financial records, supporting documents, statistical records, and all other records
46 pertaining to the use of the funds provided under this MOA will be retained
47 collectively by RCOE and SHERIFF for a period of seven (7) years, at a minimum, and
48 in the event of litigation, claim or audit, the records will be retained until all litigation,

1 claims and audit findings involving the records, have been fully resolved. The seven
2 (7) year period commences upon submission of the final claim for payment to
3 SHERIFF.
4

5 I. CONFIDENTIALITY
6

7 All parties agree to maintain the confidentiality of all client information in accordance
8 with all applicable Federal, State and local laws and regulations. Both parties will
9 ensure names, addresses, phone numbers, and any other individually identifiable
10 information concerning clients and services received are kept confidential.
11

12 J. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
13

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

24 K. PERSONNEL DISCLOSURE AND BACKGROUND CHECK PROCEDURES
25

26 1. Background Check Procedures

27 Upon request by SHERIFF, RCOE agrees to make available to SHERIFF a
28 current list of all personnel that will be providing services under this MOA.
29 This list shall include: all staff who work full, part-time, per-diem, or
30 temporarily; a brief description of the functions of each position; and the
31 professional degree, license (if applicable) and experience required for each
32 position.
33

34 SHERIFF reserves the right to conduct, at any time, background checks on
35 personnel assigned to the above mentioned locations. Based on the
36 background check, SHERIFF shall have the right to require replacement of any
37 personnel. SHERIFF shall be provided immediate written notice of any
38 changes in personnel providing services under this MOA. In the event a
39 background check is conducted, costs associated with the background check
40 will be the responsibility of SHERIFF. In addition, SHERIFF shall have the right
41 at any time to require RCOE to remove or replace any personnel providing
42 services under this MOA for any reason SHERIFF determines to be
43 appropriate.
44

45 2. Disclosure of Information Relevant to Client Safety

46 As required by Penal Code Section 11105.3, RCOE agrees to notify SHERIFF of
47 any RCOE employee assigned to the above mentioned locations that has been
48 convicted of any crimes involving sex, drugs, violence, or felony offence, or

1 who are known to have a substantiated report of child abuse as defined in
2 Penal Code Section 11165.12, who occupy supervisory positions or disciplinary
3 power over minors, or who occupies supervisory or teaching positions over
4 adult clients. SHERIFF shall notify RCOE in writing of any person not approved
5 to work at any institution or treatment facility, but to protect client
6 confidentiality, may not be able to disclose the reason(s) for non-approval.
7 Upon notification, RCOE shall immediately remove that person from providing
8 services under this MOA.
9

10 3. Disclosure of Information Relevant to Employee Safety

11 As required by Penal Code Section 11105.3 RCOE agrees to notify SHERIFF of
12 any RCOE employee assigned to any of the above mentioned locations that
13 has been convicted of any crimes involving sex, drugs, violence, or felony
14 offense, or who are known to have a substantiated report of child abuse as
15 defined in Penal Code Section 11165.12, who occupy supervisory positions or
16 disciplinary power over minors, or who occupies supervisory or teaching
17 positions over adult clients. The procedures for notification are as follows:

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

26
27 M. COUNTERPARTS

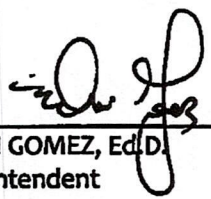
28 This MOA may be executed in any number of counterparts, each of which will be an
29 original, but all of which together will constitute one instrument. The parties shall be
30 entitled to sign and transmit an electronic copy of the signature of this MOA (whether
31 by facsimile, PDF, or other email transmission), which signature shall be binding on the
32 party whose name is contained therein. Any party providing an electronic signature
33 agrees to promptly execute and deliver to the other parties an original signed MOA
34 upon request.
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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 Agreement.

RIVERSIDE COUNTY
SUPERINTENDENT OF SCHOOLS



EDWIN GOMEZ, Ed.D.
Superintendent

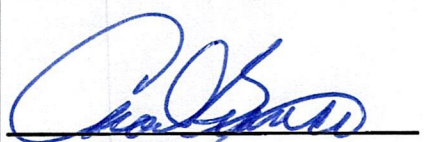
Date 4/26/2023

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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 Agreement.


COUNTY OF RIVERSIDE
SHERIFF'S DEPARTMENT



CHAD BIANCO
Sheriff-Coroner

Date 6/5/2023

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Katherine Wilkins
Deputy County Counsel

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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
BOARD OF SUPERVISORS

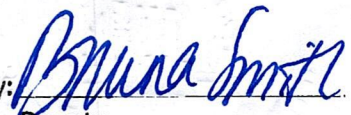


CHAIR OF THE BOARD

KEVIN JEFFRIES

Date 5/23/23

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

MAY 23 2023 3.48