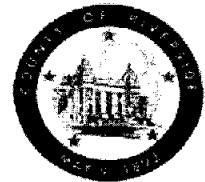


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

695



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
07/19/11

SUBJECT: Approval of a Memorandum of Understanding with the Riverside County Superintendent of Schools for the Provision of Educational Programs to Adult Inmates

RECOMMENDED MOTION: Move that the Board of Supervisors approve the FY 2011-12 Memorandum of Understanding (MOU) with the Riverside County Superintendent of Schools for its continuing provision of adult basic, vocational and alternative educational courses in all five County detention facilities, and authorize the Chair and Sheriff to sign all copies of the MOU.

BACKGROUND: The Sheriff's Department and the Riverside County Superintendent of Schools have reached an Agreement for the Superintendent in FY 2011-12 to continue the provision of General, Vocational and Alternative education curricula at County detention facilities.
(Continued on Page 2)

Will Taylor
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$1,918,781	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2011-12
SOURCE OF FUNDS: Inmate Welfare Fund & ADA Adult Jail Apportionments				Positions To Be Deleted Per A-30 <input type="checkbox"/>
BR 12-012				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Robert Tremaine
BY: Robert Tremaine

County Executive Office Signature

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD Per Exec. Ofc.: Consent Policy

**MOU with the County Superintendent of Schools for the Provisions of
Classes at County Detention Centers BR 12-012**

Page 2

In FY 2011-12, the budgeted cost of these educational services will total \$1,918,781. Based on an estimated Average Daily Attendance (ADA) of 735 students, the Superintendent of Schools will receive 1,176,272 in ADA Adult Jail Apportionments to present the classes. On June 8, 2011, the Inmate Welfare Fund Committee approved IW funding for the remaining cost, in amount not to exceed \$742,509. County Counsel has approved the MOU as to form.

MEMORANDUM OF UNDERSTANDING

Contracting Parties:

Riverside County Superintendent of Schools
And
Riverside County Sheriff's Department

Term of MOU:

July 1, 2011 through June 30, 2012

Type of Service:

Adult Jail Education Program as Desert Edge School

WHEREAS, the Riverside County Sheriff's Department hereinafter referred to as "SHERIFF," desires the participation of services to deliver educational programs to adult inmates.

WHEREAS, the Riverside County Superintendent of Schools hereinafter referred to as "SUPERINTENDENT," is capable and willing under the following terms and conditions to participate in the delivering of services;

IT IS THEREFORE AGREED, by and between the SHERIFF and SUPERINTENDENT, that SUPERINTENDENT will provide educational related services at all five (5) Riverside County detention facilities continuously throughout the term of the Memorandum of Understanding (MOU).

I. SCOPE OF SERVICE

SUPERINTENDENT personnel will work cooperatively with the SHERIFF'S Corrections Division personnel to provide educational programs to adult inmates in custody of the SHERIFF.

II. DUTIES AND RESPONSIBILITIES

A. SUPERINTENDENT RESPONSIBILITIES

1. SUPERINTENDENT agrees to provide the following programs at the listed correctional facilities:

LARRY D. SMITH CORRECTIONAL FACILITY (SCF)

- a. Basic skills education
- b. General Education Development (GED) preparation and testing
- c. Classes for English Language Learners
- d. Vocational skills education: construction technology, computer information systems, and graphics technology print shop program.
- e. Alternative education: substance abuse education, health and safety, life skills, parenting, anger management, domestic violence prevention, personal development, and other electives or related courses as needed.

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SOUTHWEST DETENTION CENTER

- a. Basic skills education
- b. General Education Development (GED) preparation and testing
- c. Classes for English Language Learners
- d. Alternative education: substance abuse education, health and safety, life skills, parenting, anger management, domestic violence prevention, personal development, and other electives or related courses as needed.
- e. Vocational skills education: culinary arts.

ROBERT PRESLEY DETENTION CENTER

- a. Basic skills education
- b. General Education Development (GED) preparation and testing
- c. Classes for English Language Learners
- d. Alternative education: substance abuse education, health and safety, life skills, parenting, anger management, domestic violence prevention, personal development, and other electives or related courses as needed.
- e. Vocational skills education: computer information systems.

INDIO JAIL

- a. Basic skills education
- b. General Education Development (GED) preparation and testing
- c. Classes for English Language Learners
- d. Alternative education: substance abuse education, health and safety, life skills, parenting, anger management, domestic violence prevention, personal development, and other electives or related courses as needed.

BLYTHE JAIL

- a. Basic skills education
- b. General Education Development (GED) preparation and testing
- c. Classes for English Language Learners
- d. Alternative education: substance abuse education, health and safety, life skills, parenting, anger management, domestic violence prevention, personal development, and other electives or related courses as needed.

- 2. SUPERINTENDENT will offer additional courses, such as those leading to a high school diploma, at the aforementioned sites. 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 Programs Administrative Manager.
- 3. Changes in the curriculum may be made upon consent of both the SUPERINTENDENT and SHERIFF.

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4. Instructors used in the programs must meet the approval of both the SUPERINTENDENT and SHERIFF. RCOE employees who will have admittance to a correctional facility must undergo a security clearance performed by the SHERIFF before they are permitted to deliver the service for which assigned. SHERIFF has the absolute right to revoke or deny a security clearance. Should clearance be revoked that employee may no longer participate in the program.
5. SUPERINTENDENT will assign a Coordinator Principal as its representative to provide reports and communicate with the SHERIFF Programs Administrative Manager. The representative, on behalf of the SUPERINTENDENT, will participate in adult inmate program specific meetings, as well as other meetings that involve Riverside County Office of Education related issues directly connected to oversight of the adult jail programs.
6. Instructional staff members providing educational services in the Sheriff's Residential Substance Abuse Treatment (RSAT) program will be required to attend weekly case management meetings at the Smith Correctional Facility.
7. SUPERINTENDENT will provide monthly and annual statistical reports to the SHERIFF Programs Administrative Manager including enrollments, benchmarks, graduates, GED testing, and ADA tracking. Each report will include at minimum:
 - a. ADA per instructor, per facility, monthly
 - b. Number of students served per instructor, per facility
 - c. Number of GED tests administered, per facility
 - d. Number of passed GED tests, per facility
 - e. Average length of time a student is in program (in hours), per facility
 - f. Above said report will be submitted in a format approved by SUPERINTENDENT and SHERIFF Programs Administrative Manager.
8. The reports are due no later than the 10th of each calendar month.
9. SUPERINTENDENT will provide quarterly reports, to the SHERIFF Corrections Accounting and Finance Administrative Manager, to include supporting documents and details of the actual expenditures, projected ADA, and income to be used as a basis for determining actual reimbursement.
10. SUPERINTENDENT staff will cooperatively work with the SHERIFF to accomplish the established goals and objectives for the adult inmate programs.
11. SUPERINTENDENT staff will monitor the enrollments, benchmarks, and graduates for meeting the established goals and objectives and will submit in writing, as soon as reasonable or practical for each individual occurrence, to the SHERIFF Programs Administrative Manager recommended modifications or changes to training programs/curriculum/staffing, or any other areas

1 impacting the outcomes of the programs delivered by the
2 SUPERINTENDENT.
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5 12. SUPERINTENDENT staff will have their identification badges displayed, while
6 in the facility.
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9 13. SUPERINTENDENT will provide for their staff all supplies not used in the
10 classroom.
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12 14. SUPERINTENDENT will administer GED examinations as stipulated in the GED
13 Testing Schedule.
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16 B. SHERIFF'S RESPONSIBILITIES
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18 1. SHERIFF will provide SUPERINTENDENT personnel with access to
19 office/work/classroom space, Internet, and telephones.
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21 2. SHERIFF will provide administrative staff, as part of their responsibilities, to
22 serve as liaison between SHERIFF and SUPERINTENDENT, and provide day-
23 to-day administration and program oversight.
24

25 3. SHERIFF will provide training materials and supplies for the inmate
26 participants as approved by the SHERIFF Programs Administrative Manager.
27 SHERIFF will process approved training material and supply requests.
28

29 4. The Riverside County Sheriff's Inmate Welfare Fund Committee will review
30 quarterly reports covering both operational and financial aspects of the
31 programs and notify SUPERINTENDENT of any discrepancies prior to the
32 next quarterly report. The SHERIFF Programs Administrative Manager shall
33 provide timely feedback to the SUPERINTENDENT staff recommendations
34 for modifications and changes to training programs/curriculum/staffing or
35 any other areas effecting the outcomes of the programs delivered by the
36 SUPERINTENDENT.
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41 III. FISCAL PROVISIONS
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43 A. MAXIMUM AMOUNT
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45 1. The Riverside County Sheriff Inmate Welfare Fund (IWF) Committee agrees
46 to pay the SUPERINTENDENT the difference between total program cost less
47 ADA Adult Jail apportionment dollars, not to exceed \$742,509, including
48 salary and benefits for personnel delivering programs identified in Section II,
49 Item A, Parts 1 and 2, books and supplies, services and other operating
50 expenses, and indirect costs as stipulated in the Adult Jail Proposed Budget
51 attached hereto as Exhibit "A," and by this reference incorporated herein.
52 The claim reimbursement will be based on actual cost incurred for the
53 reporting period including details and supporting documentation of the
54 amount claimed.
55

- 1 2. The budget attached hereto as Exhibit "A," reflects a budgeted ADA of 735.
2 SUPERINTENDENT will submit monthly statistical reports outlined in Section
3 II, A, Paragraphs 7-9, and a narrative summary report including;
4 a. Justification for meeting, or not meeting the budgeted ADA and
5 established educational benchmarks.
6 b. Recommended solutions, action plan, and time line to meet budget
7 and/or the established benchmarks.
8 c. Revised ADA projection based on the recommended solutions, action
9 plan, and time line.

10 All reports will be utilized to determine the need to amend the MOU in
11 accordance with the projected and actual ADA. Failure to comply with the
12 stipulations outlined in this section may result in the IWF Committee's
13 rejection to increase the IWF contribution outlined in this MOU.
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18 B. BILLING

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20 SUPERINTENDENT will bill SHERIFF on a quarterly basis for all services provided in an
21 itemized invoice format reflecting both actual expenditures and proposed budget.
22 Billings sent by SUPERINTENDENT to Sheriff will be submitted no later than thirty (30)
23 days following the end of the claim quarter.
24

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26 C. RATE OF PAYMENT

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28 The Riverside County Sheriff IWF Committee agrees to pay the SUPERINTENDENT, on a
29 quarterly basis and within thirty (30) days from receipt of the itemized invoice
30 reflecting actual expenditures and proposed budget.
31

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33 D. ANNUAL RECONCILIATION

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35 SUPERINTENDENT will provide an annual reconciliation no later than 30 calendar
36 days from the end of the fiscal year, upon determining the actual ADA revenue,
37 reflecting actual for both expenditures and revenue. True-up reconciliation will be
38 drafted between the SUPERINTENDENT and SHERIFF upon receiving determination
39 of the actual ADA. Any balance due to SUPERINTENDENT or overpayment
40 reimbursable to SHERIFF will be due and payable to the other party within thirty (30)
41 days after completion of the true-up reconciliation by both parties.
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45 IV. GENERAL PROVISIONS

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47 A. EFFECTIVE PERIOD

48 This Memorandum of Understanding will be effective during the period of July 1, 2011
49 through June 30, 2012.
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52 B. RENEWAL AND EXTENSION

53 The terms and conditions set forth in this MOU will be reviewed for renewal during
54 said contract term to ensure the notification of the SUPERINTENDENT of its intent to
55 terminate, extend or modify the contract by February 15th, which will accommodate
 the SUPERINTENDENT'S employment notification timeline. SUPERINTENDENT will

1 provide the SHERIFF the proposed Exhibit A for review by January 10th. The Riverside
2 County Sheriff IWF Committee will not automatically extend the agreement into
3 subsequent years. The IWF committee shall review and approve the amount
4 requested expenditures less funds earned from the jail apportionment or other
5 reimbursements the SUPERINTENDENT receives, as well as consider the outcomes
6 measurements including total enrollments, benchmarks, graduates, and GED subject
7 substest completers.
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11 C. ALTERATION OF TERMS AND ENTIRE AGREEMENT

12 The body of this MOU, together with the Exhibits attached hereto, fully expresses all
13 understanding of the parties concerning all matters covered and will constitute the
14 total agreement. No additional to, or alteration of, the terms of this MOU, whether
15 by written or verbal understanding of the parties, their officers, agents, or employees
16 will be valid unless made in the form of a written amendment to this MOU, which is
17 formally approved and executed by both SUPERINTENDENT and SHERIFF.
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20 D. NOTICES

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

25 SUPERINTENDENT:

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

31 SHERIFF:

32 Sheriff's Department
33 Sheriff's Administration
34 P.O. Box 512
35 Riverside, CA 92501
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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
40 reduced to writing, addressed as above, and received. Any notices, correspondence,
41 reports, and/or statements authorized or required by this MOU addressed in any
42 other fashion will not be acceptable.
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45 F. HOLD HARMLESS

46 The parties hereto, and each of them, do hereby mutually agree to indemnify, defend,
47 save and hold harmless each other, and their respective officers, agents, servants and
48 employees, of and from any and all liability, claims demands, debts, suits, actions and
49 causes of action, including wrongful death and reasonable attorneys fees for the
50 defense thereof, arising out of or in any manner connected with the performance of
51 any act or deed under or pursuant to the terms and provisions of this Agreement by
52 such indemnifying party, or its officers, agents, servants and employees.
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G. INDEPENDENT CONTRACTOR

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

H. ASSIGNMENT OF CONTRACT

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

I. RECORDS

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

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G. SIGNATORIES

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

RIVERSIDE COUNTY
SUPERINTENDENT OF SCHOOLS

RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT

KENNETH M. YOUNG
Superintendent

STANLEY L. SNIFF, JR.
Sheriff-Coroner

Date: _____

Date: _____

RIVERSIDE COUNTY
BOARD OF SUPERVISORS

BOB BUSTER
CHAIRMAN OF THE BOARD

Date: _____

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis
NEAL R. KIPNIS

7/28/11
DATE

**ADULT JAIL PROPOSED BUDGET
2011-2012**

"EXHIBIT A"

Estimated Revenue 2011-2012	7	735	ADA X	\$1,600.37	11-12 BRL	\$	1,176,272
Inmate Welfare Fund Contribution						\$	742,509
Total Revenue						\$	1,918,781

Administrator Salaries and Benefits	FTE	PCN	Salary	H & W	Fixed Charges	Total	Employee Name
Coordinator Principal	1	1-862-001	\$97,531.00	\$15,198.00	\$13,210.00	\$125,939.00	Thomas, Paul

Smith Correctional-Banning Classified Salaries and Benefits							
School Site Secretary	1	2-262-064	\$35,052.00	\$14,782.00	\$11,046.00	\$60,880.00	Cortes, Mona
Instructional Print Assistant	1	2-218-001	\$31,415.00	\$14,782.00	\$9,900.00	\$56,097.00	William Aho
Program Assistant	0.8125	2-571-003	\$35,308.00	\$14,782.00	\$6,508.00	\$56,598.00	Vigil, Helen
Spanish GED Examiner	0.1625	1-070-004	\$18,006.00		\$953.00	\$18,959.00	Cass, Russ
			\$119,781.00	\$44,346.00	\$28,407.00	\$192,534.00	

Smith Correctional-Banning Certificated Salaries and Benefits							
TCHR/CORR ED/ADULT JAIL PROG	1	1-102-001	\$61,774.00	\$4,019.00	\$14,909.00	\$80,702.00	Fareg, Magdy
TCHR/CORR ED/ADULT JAIL PROG	1	1-085-003	\$100,048.00	\$10,858.00	\$13,551.00	\$124,457.00	Smith, Shelley
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-001	\$100,048.00	\$9,775.00	\$13,551.00	\$123,374.00	VanBlarcom, Donna
TCHR/CORR ED/ADULT JAIL PROG	1	1-085-001	\$73,983.00	\$9,766.00	\$10,020.00	\$93,769.00	Shappy, Robert
TCHR/CORR ED/ADULT JAIL PROG	1	1-085-002	\$93,318.00	\$15,057.00	\$12,639.00	\$121,014.00	Villa Perea, Heriberto
TCHR/CORR ED/ADULT JAIL PROG	1	1-051-001	\$65,898.00	\$15,057.00	\$8,925.00	\$89,880.00	McElvaney, Kathleen
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-005	\$63,563.00	\$10,858.00	\$8,609.00	\$83,030.00	Hays, Kyndal
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-006	\$79,934.00	\$15,057.00	\$10,826.00	\$105,817.00	Hernandez, Robert
TCHR/CORR ED/Construction	1	1-075-001	\$62,963.00	\$15,048.00	\$8,528.00	\$86,539.00	Todd Schuch
INSTR ASST/CORR ED	0.875	2-114-034	\$27,584.00	\$10,218.00	\$8,693.00	\$46,495.00	Ramirez, Martin
			\$729,113.00	\$115,713.00	\$110,251.00	\$955,077.00	

Banning Total			\$946,425.00	\$175,257.00	\$151,868.00	\$1,273,550.00	
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Indio Jail							
TCHR/CORR ED/ADULT JAIL PROG	0.488	1-521-004	\$42,324.00		\$2,241.00	\$44,565.00	Valkenburg, William

Southwest Jail-Murrieta							
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-003	\$72,603.00	\$15,057.00	\$9,833.00	\$97,493.00	Wamer, Rich
TCHR/CORR ED/Culinary	1	1-862-001	\$64,833.00	\$15,057.00	\$15,893.00	\$95,783.00	Mike Sullivan
Murrieta Total			\$137,436.00	\$30,114.00	\$25,726.00	\$193,276.00	

Robert Presley-Riverside							
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-002	\$93,318.00	\$15,057.00	\$12,639.00	\$121,014.00	Keller, Anna
TCHR/CORR ED/Computer Occupations	1	1-520-001	\$68,468.00	\$15,057.00	\$11,703.00	\$95,228.00	Gray, Linda
Riverside Total			\$161,786.00	\$30,114.00	\$24,342.00	\$216,242.00	

Total Salaries and Benefits all sites			1,287,971.00	235,485.00	204,177.00	1,727,633.00	
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Service and Supplies	
Books and Supplies/printers	\$6,000.00
Services- GED Testing, Mileage, Travel, Cell Phone, Legal Fees, Postage	\$35,000.00
17 Student Computers (SCF ClassRm 6)	\$ 20,273.00
Service and Supplies Total	\$61,273.00
Total Program Costs (Excluding Salaries & Benefits)	\$61,273.00
Total Program Costs (Salaries & Benefits)	\$ 1,727,633.00
*Indirect Costs @ 7.26%	\$ 129,874.58
Total Expenditures	\$ 1,918,780.58

STAFFING TOTALS
 1 - Principal
 1 - Secretary
 1 - Print Asst
 13.5 - Instructors
 .812 - Asst /GED Exam.
 .162 - Sp. GED Exam.
 .875 Inst. Asst.

*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.