

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

440



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

SUBMITTAL DATE:
06/08/12

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 2012-13 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 2012-13 to continue the provision of General, Vocational and Alternative education curricula at County detention facilities.
(Continued on Page 2)

[Signature]
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Steven Thetford, Assistant Sheriff

FINANCIAL DATA	Current F.Y. Total Cost:	\$1,975,149	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2012-13

SOURCE OF FUNDS: Inmate Welfare Fund (31.2%) & ADA Adult Jail Apportionments (68.8%) BR 13-002	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Elizabeth J. Olson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: *[Signature]*
Departmental Concurrence

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 08/16/11 3.80 | District: All | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.31

**MOU with the County Superintendent of Schools for the Provisions of
Classes at County Detention Centers BR 13-002**

Page 2

In FY 2012-13, the budgeted cost of these educational services will total \$1,975,149. Based on an estimated Average Daily Attendance (ADA) of 770 students, the Superintendent of Schools will receive 1,359,427 in ADA Adult Jail Apportionments to present the classes. On May 17, 2012, the Inmate Welfare Fund Committee approved IW funding for the remaining cost, in amount not to exceed \$615,721. 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, 2012 through June 30, 2013

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, culinary, and graphics/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.

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.
- 4. Instructors used in the programs must meet the approval of both the SUPERINTENDENT and SHERIFF. RCOE employees who will have admittance

1 to a correctional facility must undergo a security clearance performed by the
2 SHERIFF before they are permitted to deliver the service for which assigned.
3 SHERIFF has the absolute right to revoke or deny a security clearance. Should
4 clearance be revoked that employee may no longer participate in the
5 program. The revocation of a security clearance by the Sheriff is final and
6 further appeals by the RCOE employee is not the responsibility of the Sheriff's
7 Department and will not be considered. Furthermore, all contracted
8 personnel regardless of assignment will be required to attend the facility
9 security training for classified personnel, annual update training, and any
10 additional training deemed necessary by the SHERIFF to ensure the safety and
11 security of all personnel.
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- 15 5. SUPERINTENDENT will assign a Coordinator Principal as its representative to
16 provide reports and communicate with the SHERIFF Programs Administrative
17 Manager. The representative, on behalf of the SUPERINTENDENT, will
18 participate in adult inmate program specific meetings, as well as other
19 meetings that involve Riverside County Office of Education related issues
20 directly connected to oversight of the adult jail programs.
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23 6. Instructional staff members providing educational services in the Sheriff's
24 Residential Substance Abuse Treatment (RSAT) program and Guidance and
25 Opportunities to Achieve Lifelong Success (GOALS) program will be required
26 to attend weekly case management meetings at the Smith Correctional
27 Facility.
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30 7. SUPERINTENDENT will provide monthly and annual statistical reports to the
31 SHERIFF Programs Administrative Manager including enrollments,
32 benchmarks, graduates, GED testing, and ADA tracking. Each report will
33 include at minimum:
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35 a. ADA per instructor, per facility, monthly
36 b. Number of students served per instructor, per facility
37 c. Number of GED tests administered, per facility
38 d. Number of passed GED tests, per facility
39 e. Average length of time a student is in program (in hours), per
40 facility
41 f. Above said report will be submitted in a format approved by
42 SUPERINTENDENT and SHERIFF Programs Administrative Manager.
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45 8. The reports are due no later than the 10th of each calendar month.
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48 9. SUPERINTENDENT will provide quarterly reports, to the SHERIFF Corrections
49 Accounting and Finance Administrative Manager, to include supporting
50 documents and details of the actual expenditures, projected ADA, and
51 income to be used as a basis for determining actual reimbursement.
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54 10. SUPERINTENDENT staff will cooperatively work with the SHERIFF to
55 accomplish the established goals and objectives for the adult inmate
programs.

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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 impacting the outcomes of the programs delivered by the SUPERINTENDENT.
12. SUPERINTENDENT staff will have their identification badges displayed, while in the facility.
13. SUPERINTENDENT will provide for their staff all supplies not used in the classroom.
14. SUPERINTENDENT will administer GED examinations as stipulated in the GED Testing Schedule.

B. SHERIFF'S RESPONSIBILITIES

1. SHERIFF will provide SUPERINTENDENT personnel with access to office/work/classroom space, Internet, and telephones.
2. SHERIFF will provide administrative staff, as part of their responsibilities, to serve as liaison between SHERIFF and SUPERINTENDENT, and provide day-to-day administration and program oversight.
3. SHERIFF will provide training materials and supplies for the inmate participants as approved by the SHERIFF Programs Administrative Manager. SHERIFF will process approved training material and supply requests.
4. The Riverside County Sheriff's Inmate Welfare Fund Committee will review quarterly reports covering both operational and financial aspects of the programs and notify SUPERINTENDENT of any discrepancies prior to the next quarterly report. The SHERIFF Programs Administrative Manager shall provide timely feedback to the SUPERINTENDENT staff recommendations for modifications and changes to training programs/curriculum/staffing or any other areas effecting the outcomes of the programs delivered by the SUPERINTENDENT.

III. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

1. The Riverside County Sheriff Inmate Welfare Fund (IWF) Committee agrees to pay the SUPERINTENDENT the difference between total program cost less ADA Adult Jail apportionment dollars, not to exceed \$615,721, including salary and benefits for personnel delivering programs identified in Section II, Item

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A, Parts 1 and 2, books and supplies, services and other operating expenses, and indirect costs as stipulated in the Adult Jail Proposed Budget attached hereto as Exhibit "A," and by this reference incorporated herein. The claim reimbursement will be based on actual cost incurred for the reporting period including details and supporting documentation of the amount claimed.

- 2. The budget attached hereto as Exhibit "A," reflects a budgeted ADA of 770. SUPERINTENDENT will submit monthly statistical reports outlined in Section II, A, Paragraphs 7-9, and a narrative summary report including;
 - a. Justification for meeting, or not meeting the budgeted ADA and established educational benchmarks.
 - b. Recommended solutions, action plan, and time line to meet budget and/or the established benchmarks.
 - c. Revised ADA projection based on the recommended solutions, action plan, and time line.

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

B. BILLING

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

C. RATE OF PAYMENT

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

D. ANNUAL RECONCILIATION

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

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1 IV. GENERAL PROVISIONS

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3 A. EFFECTIVE PERIOD

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5 This Memorandum of Understanding will be effective during the period of July 1, 2012
6 through June 30, 2013.
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9 B. RENEWAL AND EXTENSION

10 The terms and conditions set forth in this MOU will be reviewed for renewal during
11 said contract term to ensure the notification of the SUPERINTENDENT of its intent to
12 terminate, extend or modify the contract by February 15th, which will accommodate
13 the SUPERINTENDENT'S employment notification timeline. SUPERINTENDENT will
14 provide the SHERIFF the proposed Exhibit A for review by January 10th. The Riverside
15 County Sheriff IWF Committee will not automatically extend the agreement into
16 subsequent years. The IWF committee shall review and approve the amount
17 requested expenditures less funds earned from the jail apportionment or other
18 reimbursements the SUPERINTENDENT receives, as well as consider the outcomes
19 measurements including total enrollments, benchmarks, graduates, and GED subject
20 subtest completers.
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23 C. ALTERATION OF TERMS AND ENTIRE AGREEMENT

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

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

37 Riverside County Superintendent of Schools
38 3939 Thirteenth Street
39 P.O. Box 868
40 Riverside, CA 92502-0868

41 SHERIFF:

42 Sheriff's Department
43 Sheriff's Administration
44 P.O. Box 512
45 Riverside, CA 92501
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47 Unless the persons or address are otherwise identified by notice given in the manner
48 specified by this paragraph, all notices will be deemed effective when they are
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1 reduced to writing, addressed as above, and received. Any notices, correspondence,
2 reports, and/or statements authorized or required by this MOU addressed in any
3 other fashion will not be acceptable.
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6 E. HOLD HARMLESS
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8 The parties hereto, and each of them, do hereby mutually agree to indemnify, defend,
9 save and hold harmless each other, and their respective officers, agents, servants and
10 employees, of and from any and all liability, claims demands, debts, suits, actions and
11 causes of action, including wrongful death and reasonable attorneys fees for the
12 defense thereof, arising out of or in any manner connected with the performance of
13 any act or deed under or pursuant to the terms and provisions of this Agreement by
14 such indemnifying party, or its officers, agents, servants and employees.
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19 F. INDEPENDENT CONTRACTOR
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21 The SUPERINTENDENT while engaged in the performance of this contract, is an
22 independent contractor, and is not an officer, agent or employee of the SHERIFF
23 department.
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26 G. ASSIGNMENT OF CONTRACT
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28 The SUPERINTENDENT shall not assign the whole or any part of this agreement or any
29 payment due or to become due hereunder, without the written consent of the
30 SHERIFF'S Department and all sureties who have executed bonds on behalf of the
31 SUPERINTENDENT in connection with this contract.
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34 H. RECORDS
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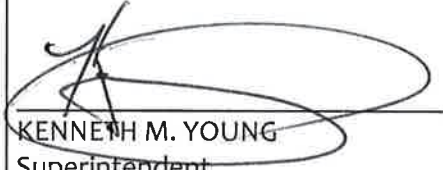
36 All financial records, supporting documents, statistical records, and all other records
37 pertaining to the use of the funds provided under this MOU will be retained
38 collectively by SUPERINTENDENT and SHERIFF for a period of five (5) years, at a
39 minimum, and in the event of litigation, claim or audit, the records will be retained
40 until all litigation, claims and audit findings involving the records, have been fully
41 resolved. The five (5) year period commences upon submission of the final claim for
42 payment to SHERIFF.
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1 I. SIGNATORIES

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

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20 KENNETH M. YOUNG
21 Superintendent

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26 Date: 6-19-12
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RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT

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STANLEY L. SNIFF, JR.
Sheriff-Coroner

Date: _____

RIVERSIDE COUNTY
BOARD OF SUPERVISORS

JOHN F. TAVAGLIONE
CHAIRMAN OF THE BOARD

Date: _____

ATTEST:
Kecia Haper-Ihem, Clerk

By: _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE: 6/19/12

**ADULT JAIL PROPOSED BUDGET
2012-2013**

"EXHIBIT A"

Estimated Revenue 2012-2013	7	770	ADA X	\$1,765.49	12-13 BRL	\$	1,359,427	69%
Inmate Welfare Fund Contribution						\$	615,721	31%
Total Revenue						\$	1,975,149	

Administrator Salaries and Benefits	FTE	PCN	Salary	H & W	Fixed Charges	Total	Employee Name
Coordinator Principal	1	1-862-001	\$102,881.00	\$15,537.00	\$14,787.00	\$133,205.00	Thomas, Paul

Smith Correctional-Banning Classified Salaries and Benefits

School Site Secretary	1	2-262-064	\$37,129.00	\$14,850.00	\$12,008.00	\$63,987.00	Cortes, Mona
Instructional Print Assistant	1	2-218-001	\$33,316.00	\$14,850.00	\$10,775.00	\$58,941.00	William Aho
Program Assistant	0.825	2-571-003	\$35,308.00	\$14,782.00	\$6,508.00	\$56,598.00	Vigil, Helen
Spanish GED Examiner	0.625	1-070-004	\$18,006.00		\$953.00	\$18,959.00	Cass, Russ
			\$123,759.00	\$44,482.00	\$30,244.00	\$198,485.00	

Smith Correctional-Banning Certificated Salaries and Benefits

TCHR/CORR ED/ADULT JAIL PROG	1	1-102-001	\$61,774.00	\$4,019.00	\$15,273.00	\$81,066.00	Farag, Magdy
TCHR/CORR ED/ADULT JAIL PROG	1	1-085-003	\$104,050.00	\$11,153.00	\$14,955.00	\$130,158.00	Smith, Shelley
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-001	\$100,048.00	\$10,379.00	\$14,380.00	\$124,807.00	VanBlarcom, Donna
TCHR/CORR ED/ADULT JAIL PROG	1	1-085-001	\$80,063.00	\$10,379.00	\$10,020.00	\$100,462.00	Sheppy, Robert
TCHR/CORR ED/ADULT JAIL PROG	1	1-085-002	\$100,894.00	\$15,057.00	\$14,501.00	\$130,452.00	Villa Perea, Heriberto
TCHR/CORR ED/ADULT JAIL PROG	1	1-051-001	\$68,481.00	\$15,057.00	\$9,843.00	\$93,381.00	McElvaney, Kathleen
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-005	\$66,103.00	\$11,153.00	\$9,501.00	\$86,757.00	Hays, Kyndal
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-006	\$83,082.00	\$15,057.00	\$11,941.00	\$110,080.00	Hernandez, Robert
TCHR/CORR ED/Culinary (Moved to SCF)	1	1-862-001	\$64,833.00	\$14,801.00	\$16,431.00	\$96,065.00	VACANT
TCHR/CORR ED/Construction	1	1-075-001	\$68,758.00	\$15,057.00	\$9,883.00	\$93,698.00	Todd Schuch
INSTR ASST/CORR ED	0.875	2-114-034	\$27,584.00	\$10,500.00	\$8,805.00	\$46,889.00	Ramirez, Martin
			\$825,670.00	\$132,612.00	\$135,533.00	\$1,093,815.00	

Banning Total			\$1,052,310.00	\$192,631.00	\$180,564.00	\$1,425,505.00	
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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
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Southwest Jail-Murrieta

TCHR/CORR ED/ADULT JAIL PROG	1	1-521-003	\$75,457.00	\$15,057.00	\$10,845.00	\$101,359.00	Warner, Rich
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Murrieta Total			\$75,457.00	\$15,057.00	\$10,845.00	\$101,359.00	
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Robert Presley-Riverside

TCHR/CORR ED/ADULT JAIL PROG	1	1-521-002	\$97,013.00	\$14,801.00	\$13,944.00	\$125,758.00	Keller, Anna
TCHR/CORR ED/Computer Occupations	1	1-520-001	\$68,468.00	\$15,057.00	\$11,883.00	\$95,408.00	Gray, Linda

Riverside Total			\$165,481.00	\$29,858.00	\$25,827.00	\$221,166.00	
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Total Salaries and Benefits all sites			1,335,572.00	237,546.00	219,477.00	1,792,595.00	
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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
Service and Supplies Total	\$41,000.00

STAFFING TOTALS

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

Total Program Costs (Excluding Salaries & Benefits)	\$41,000.00
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Total Program Costs (Salaries & Benefits)	\$ 1,792,595.00
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*Indirect Costs @ 7.72%	\$ 141,553.53
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Total Expenditures	\$ 1,975,148.53
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*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.