

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

277



**FROM: SHERIFF'S DEPARTMENT**

**SUBMITTAL DATE:**  
10/08/13

**SUBJECT: Ratification of the FY 2013-14 Memorandum of Understanding with the Riverside County Superintendent of Schools for the Provision of Educational Programs to Adult Inmates, 2/2 – 5/5 Districts. (\$1,597,219) Source of Funds: State 70%, Inmate Welfare Fund 30%.**

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the FY 2013-14 Memorandum of Understanding with the Riverside County Superintendent of Schools for the Provision of Educational Programs to Adult Inmates and authorize the Chairperson and the Sheriff to execute the Agreement on behalf of the Board.

**BACKGROUND:**

Summary

The Sheriff's Department and the Riverside County Superintendent of Schools have reached an Agreement for the Superintendent in FY 2013-14 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  
Will Taylor, Director of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,597,219	\$ 0	\$ 1,597,219	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS: Inmate Welfare Fund (29.9%) &amp; State funds (70.1%)</b>	Budget Adjustment: No
	For Fiscal Year: FY 13/14

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *[Signature]*  
Karen L. Johnson

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
DATE: 10/13/13  
BY: NEAL R. KIPNIS  
Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Ratification of the FY 2013-14 Memorandum of Understanding with the Riverside County Superintendent of Schools for the Provision of Educational Programs to Adult Inmates, 2/2 – 5/5 Districts. (\$1,597,219)**

**DATE:** 10/08/13

**PAGE:** Page 2 of 2 (BR 14-042)

**Summary (Continued)**

In previous years the State partially defrayed the cost of these educational services by apportioning funds based on the estimated average attendance of students. This year the State allocated funds to the County's adult inmate educational programs based totally on FY 2012-13 program actuals. The State has notified the County that this FY 2013-14 funding benchmark of \$1,119,060 will continue in FY 2014-15, but will incrementally decrease over the next eight years, while it determines how it will continue to fund all adult education programs.

Per Exhibit A of the MOU, the FY 2013-14 budgeted cost of the educational programs will total \$1,597,219. To fund the remaining \$478,159 required to present the programs, the Inmate Welfare (IW) Fund Committee voted on June 5, 2013, to utilize IW funding for this remaining amount. County Counsel has approved the MOU as to form.

**Impact on Citizens 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 put to use after they have served their time. In addition, the County is funding almost 30% of the educational programs' cost with the Inmate Welfare Fund, a trust to be used for the benefit of inmates.

MEMORANDUM OF UNDERSTANDING

Contracting Parties:

Riverside County Superintendent of Schools

And

Riverside County Sheriff's Department

Term of MOU:

July 1, 2013 through June 30, 2014

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. General Education Development (GED) preparation and testing.
- b. Vocational skills education: construction technology, computer information systems and graphics/print shop program.
- c. 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.

1 SOUTHWEST DETENTION CENTER

- 2 a. General Education Development (GED) preparation and testing.  
3 b. Alternative education: substance abuse education, health and  
4 safety, life skills, parenting, anger management, domestic violence  
5 prevention, personal development, and other electives or related  
6 courses as needed.

7  
8 ROBERT PRESLEY DETENTION CENTER

- 9 a. General Education Development (GED) preparation and testing.  
10 b. Alternative education: substance abuse education, health and  
11 safety, life skills, parenting, anger management, domestic violence  
12 prevention, personal development, and other electives or related  
13 courses as needed.  
14 c. Vocational skills education: computer information systems.

15  
16 INDIO JAIL

- 17 a. General Education Development (GED) preparation and testing.  
18 b. Alternative education: substance abuse education, health and  
19 safety, life skills, parenting, anger management, domestic violence  
20 prevention, personal development, and other electives or related  
21 courses as needed.

22  
23 BLYTHE JAIL

- 24 a. General Education Development (GED) preparation and testing.  
25 Inmates are transported to Indio for GED testing.  
26 b. Alternative education: substance abuse education, health and  
27 safety, life skills, parenting, anger management, domestic violence  
28 prevention, personal development, and other electives or related  
29 courses as needed.

- 30  
31 2. SUPERINTENDENT will offer additional courses, such as those leading to a  
32 high school diploma, at the aforementioned sites. SUPERINTENDENT will  
33 provide incremental cost estimates for additional courses designed and  
34 developed to meet the educational needs of inmates; and be approved by the  
35 SHERIFF'S Programs Administrative Manager.  
36  
37 3. Changes in the curriculum may be made upon consent of both the  
38 SUPERINTENDENT and SHERIFF. Quarterly discussions between the Executive  
39 Director of Alternative Education Programs and the Sheriff's Inmate Training  
40 and Education Bureau Commander will consist of a review of participant  
41 target numbers, number of GED tests administered to date and any other vital  
42 metrics to measure program success or substantiate any decision to change  
43 curriculum or program delivery methodology.  
44  
45 4. Instructors used in the programs must meet the approval of both the  
46 SUPERINTENDENT and SHERIFF. RCOE employees who will have admittance  
47 to a correctional facility must undergo a security clearance performed by the  
48 SHERIFF before they are permitted to deliver the service for which assigned.

1 SHERIFF has the absolute right to revoke or deny a security clearance. Should  
2 clearance be revoked that employee may no longer participate in the  
3 program. The revocation of a security clearance by the Sheriff is final and  
4 further appeals by the RCOE employee is not the responsibility of the Sheriff's  
5 Department and will not be considered. Furthermore, all contracted  
6 personnel regardless of assignment will be required to attend the facility  
7 security training for classified personnel, annual update training, and any  
8 additional training deemed necessary by the SHERIFF to ensure the safety and  
9 security of all personnel.

- 10
- 11 5. SUPERINTENDENT will assign a Principal as its representative to provide  
12 reports and communicate with the SHERIFF Programs Administrative  
13 Manager. The representative, on behalf of the SUPERINTENDENT, will attend  
14 adult inmate program specific meetings, as well as other meetings that  
15 involve Riverside County Office of Education related issues directly connected  
16 to oversight of the adult jail programs.
- 17
- 18 6. Instructional staff members providing educational services in the Sheriff's  
19 Residential Substance Abuse Treatment (RSAT) program and Guidance and  
20 Opportunities to Achieve Lifelong Success (GOALS) program will be required  
21 to attend weekly case management meetings at the Smith Correctional  
22 Facility.
- 23
- 24 7. SUPERINTENDENT will provide monthly and annual statistical reports to the  
25 SHERIFF Programs Administrative Manager including enrollments, graduates,  
26 GED testing and completers, and hours of attendance credit per instructor.  
27 Each report will include at minimum:
- 28 a. Hours of attendance credit per instructor, per facility, monthly.
  - 29 b. Number of students served per instructor, per facility.
  - 30 c. Number of GED tests administered, per facility.
  - 31 d. Number of passed GED tests, per facility.
  - 32 e. Above said report will be submitted in a format approved by  
33 SUPERINTENDENT and SHERIFF Programs Administrative Manager.
- 34
- 35 8. The reports from the preceding month's data are due no later than the 15<sup>th</sup> of  
36 each calendar month.
- 37
- 38 9. SUPERINTENDENT will provide quarterly reports, to the SHERIFF Corrections  
39 Accounting and Finance Administrative Manager, to include supporting  
40 documents and details of the actual expenditures, and income to be used as  
41 a basis for determining actual reimbursement.
- 42
- 43 10. SUPERINTENDENT staff will cooperatively work with the SHERIFF to  
44 accomplish the established goals and objectives for the adult inmate  
45 programs, including quarterly meetings to discuss target progress.
- 46
- 47 11. SUPERINTENDENT staff will monitor the enrollments, hours of attendance  
48 credit, GED completers, and graduates and will submit in writing, as soon as

1 reasonable or practical for each individual occurrence, to the SHERIFF  
2 Programs Administrative Manager recommended modifications or changes  
3 to training programs/curriculum/staffing, or any other areas impacting the  
4 outcomes of the programs delivered by the SUPERINTENDENT.  
5

6 12. SUPERINTENDENT staff will have their identification badges displayed, while  
7 in the facility.  
8

9 13. SUPERINTENDENT will provide all supplies for their staff.  
10

11 14. SUPERINTENDENT will administer GED examinations as stipulated in the GED  
12 Testing Schedule.  
13

14 B. SHERIFF'S RESPONSIBILITIES  
15

16 1. SHERIFF will provide SUPERINTENDENT personnel with access to  
17 office/work/classroom space, Internet, and telephones.  
18

19 2. SHERIFF will provide administrative staff, as part of their responsibilities, to  
20 serve as liaison between SHERIFF and SUPERINTENDENT, and provide day-  
21 to-day administration and program oversight.  
22

23 3. SHERIFF will provide training materials and supplies for the inmate  
24 participants as approved by the SHERIFF Programs Administrative Manager,  
25 for an amount not to exceed \$60,000 in kind (printing, training materials and  
26 inmate supplies), in addition to the maximum amount listed under Section  
27 III(A1) Fiscal Provisions. SHERIFF will process approved inmate training  
28 material and supply requests.  
29

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

39 III. FISCAL PROVISIONS  
40

41 A. MAXIMUM AMOUNT  
42

43 1. SUPERINTENDENT projects a total program cost of \$1,597,219.00 for the  
44 2013-2014 fiscal year. The budget attached hereto as Exhibit "A" reflects a  
45 budgeted IWF contribution of \$478,159.00 SHERIFF through its Riverside  
46 County Sheriff Inmate Welfare Fund (IWF) Committee agrees to pay the  
47 SUPERINTENDENT the difference between total program cost less Adult Jail  
48 apportionment dollars, in an amount not to exceed \$478,159, including

1 salary and benefits for personnel delivering programs identified in Section II,  
2 Item A, Parts 1 and 2, books and supplies, services and other operating  
3 expenses, and indirect costs as stipulated in the Adult Jail Proposed Budget  
4 attached hereto as Exhibit "A," and by this reference incorporated herein.  
5 The claim reimbursement will be based on actual cost incurred for the  
6 reporting period including details and supporting documentation of the  
7 amount claimed.  
8

9 **B. BILLING**

10  
11 SUPERINTENDENT will bill SHERIFF on a quarterly basis for all services provided in an  
12 itemized invoice format reflecting both actual expenditures and proposed budget.  
13 Billings sent by SUPERINTENDENT to Sheriff will be submitted no later than thirty  
14 (30) days following the end of the claim quarter.  
15

16 **C. RATE OF PAYMENT**

17  
18 The Riverside County Sheriff IWF Committee agrees to pay the SUPERINTENDENT, on  
19 a quarterly basis and within thirty (30) days from receipt of the itemized invoice  
20 reflecting actual expenditures and proposed budget.  
21

22 **IV. GENERAL PROVISIONS**

23  
24 **A. EFFECTIVE PERIOD**

25  
26 This Memorandum of Understanding will be effective during the period of July 1, 2013  
27 through June 30, 2014.  
28

29 **B. RENEWAL AND EXTENSION**

30  
31 The terms and conditions set forth in this MOU will be reviewed for renewal during  
32 said contract term to ensure the notification of the SUPERINTENDENT of its intent to  
33 terminate, extend or modify the contract by February 15<sup>th</sup>, which will accommodate  
34 the SUPERINTENDENT'S employment notification timeline. SUPERINTENDENT will  
35 provide the SHERIFF the proposed Exhibit A for review by January 10<sup>th</sup>. The Riverside  
36 County Sheriff IWF Committee will not automatically extend the agreement into  
37 subsequent years. The IWF committee shall review and approve the amount  
38 requested expenditures less funds earned from the jail apportionment or other  
39 reimbursements the SUPERINTENDENT receives, as well as consider the outcomes  
40 measurements including total enrollments, benchmarks, graduates, and GED subject  
41 subtest completers.  
42

43 **C. ALTERATION OF TERMS AND ENTIRE AGREEMENT**

44  
45 The body of this MOU, together with the Exhibits attached hereto, fully expresses all  
46 understanding of the parties concerning all matters covered and will constitute the  
47 total agreement. No addition to, or alteration of, the terms of this MOU, whether by  
48 written or verbal understanding of the parties, their officers, agents, or employees

1 will be valid unless made in the form of a written amendment to this MOU, which is  
2 formally approved and executed by both SUPERINTENDENT and SHERIFF.

3  
4 D. NOTICES

5 All notices, claims correspondence, reports, and/or statements authorized or required  
6 by this MOU will be addressed as follows:  
7

8  
9 SUPERINTENDENT:

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

14 SHERIFF:

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

19  
20 Unless the persons or address are otherwise identified by notice given in the manner  
21 specified by this paragraph, all notices will be deemed effective when they are  
22 reduced to writing, addressed as above, and received. Any notices, correspondence,  
23 reports, and/or statements authorized or required by this MOU addressed in any  
24 other fashion will not be acceptable.

25  
26 E. HOLD HARMLESS

27 The parties hereto, and each of them, do hereby mutually agree to indemnify, defend,  
28 save and hold harmless each other, and their respective officers, agents, servants and  
29 employees, of and from any and all liability, claims demands, debts, suits, actions and  
30 causes of action, including wrongful death and reasonable attorneys fees for the  
31 defense thereof, arising out of or in any manner connected with the performance of  
32 any act or deed under or pursuant to the terms and provisions of this Agreement by  
33 such indemnifying party, or its officers, agents, servants and employees.  
34

35  
36 F. INDEPENDENT CONTRACTOR

37 The SUPERINTENDENT while engaged in the performance of this contract, is an  
38 independent contractor, and is not an officer, agent or employee of the SHERIFF  
39 department.  
40

41  
42 G. ASSIGNMENT OF CONTRACT

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

1 I. SIGNATORIES

2  
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.  
7  
8  
9

10  
11 RIVERSIDE COUNTY  
12 SUPERINTENDENT OF SCHOOLS

13  
14   
15  
16  
17 KENNETH M. YOUNG  
18 Superintendent

19  
20  
21  
22 Date: 10-1-13

RIVERSIDE COUNTY  
SHERIFF'S DEPARTMENT

\_\_\_\_\_  
STANLEY L. SNIFF, JR.  
Sheriff-Coroner

Date: \_\_\_\_\_

RIVERSIDE COUNTY  
BOARD OF SUPERVISORS

\_\_\_\_\_  
JOHN J. BENOIT  
CHAIRMAN OF THE BOARD

Date: \_\_\_\_\_

ATTEST:  
Kecia Haper-Ihem, Clerk

By: \_\_\_\_\_  
Deputy

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis 9/27/13  
NEAL R. KIPNIS DATE

**ADULT JAIL PROPOSED BUDGET  
2013-2014**

"EXHIBIT A"

Estimated Revenue 2013-2014	0 ADA X	\$ 1,119,060
Inmate Welfare Fund Contribution		\$ 478,159
<b>Total Revenue</b>		<b>\$ 1,597,219</b>

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	\$36,017.00	\$15,282.00	\$11,546.00	\$62,845.00	Cortes, Mona
Instructional Print Assistant	1	2-218-001	\$35,042.00	\$15,282.00	\$11,233.00	\$61,557.00	William Aho
Program Assistant	1	2-571-003	\$43,730.00	\$15,282.00	\$14,018.00	\$73,030.00	Andrea Jones
			<b>\$114,789.00</b>	<b>\$45,846.00</b>	<b>\$36,797.00</b>	<b>\$197,432.00</b>	

Smith Correctional-Banning Certificated Salaries and Benefits							
TCHR/CORR ED/ADULT JAIL PROG	1	1-102-001	\$59,390.00	\$6,319.00	\$15,097.00	\$80,806.00	Farag, Magdy
TCHR/CORR ED/Computer Occupations	1	1-520-001	\$69,660.00	\$15,557.00	\$9,472.00	\$94,689.00	Gray, Linda
TCHR/CORR ED/ADULT JAIL PROG	0.2	1-521-001	\$20,009.60	\$2,248.60	\$2,818.60	\$25,076.80	VanBlarcom, Donna
TCHR/CORR ED/ADULT JAIL PROG	1	1-085-002	\$102,020.00	\$15,557.00	\$14,434.00	\$132,011.00	Villa Perea, Heriberto
TCHR/CORR ED/ADULT JAIL PROG	1	1-051-001	\$71,182.00	\$15,557.00	\$10,027.00	\$96,766.00	McEivanev, Kathleen
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-005	\$68,758.00	\$12,274.00	\$11,690.00	\$92,722.00	Hays, Kyndal
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-006	\$86,366.00	\$15,557.00	\$12,166.00	\$114,089.00	Hernandez, Robert
TCHR/CORR ED/Construction	1	1-075-001	\$71,504.00	\$15,498.00	\$10,072.00	\$97,074.00	Todd Schuch
TCHR SUBSTITUTES/EXTRA DUTY			\$29,898.00		\$3,350.00	\$33,248.00	
INSTR ASS T/CORR ED	0.2625	2-114-034	\$28,361.00	\$11,854.00	\$9,092.00	\$49,307.00	Ramirez, Martin
			<b>\$607,149</b>	<b>\$110,422</b>	<b>\$98,219</b>	<b>\$815,789</b>	

<b>Banning Total</b>			<b>\$824,819</b>	<b>\$171,805</b>	<b>\$149,803</b>	<b>\$1,146,426</b>	
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Indio Jail							
TCHR/CORR ED/ADULT JAIL PROG	0.488	1-521-004	\$48,938.00		\$2,856.00	\$51,794.00	Valkenburg, William

Southwest Jail-Murrieta							
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-003	\$76,478.00	\$15,557.00	\$10,772.00	\$102,807.00	Warner, Rich
<b>Murrieta Total</b>			<b>\$76,478.00</b>	<b>\$15,557.00</b>	<b>\$10,772.00</b>	<b>\$102,807.00</b>	

Robert Presley-Riverside							
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-002	\$98,529.00	\$15,557.00	\$13,879.00	\$127,965.00	Keller, Anna
<b>Riverside Total</b>			<b>\$98,529.00</b>	<b>\$15,557.00</b>	<b>\$13,879.00</b>	<b>\$127,965.00</b>	

<b>Total Salaries and Benefits all sites</b>			<b>1,048,764</b>	<b>202,919</b>	<b>177,310</b>	<b>1,428,992</b>	
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Service and Supplies		STAFFING TOTALS
Books and Supplies/printers	\$5,000.00	1 - Principal
Testing computers w/software licensing	\$0.00	
Services- GED Testing, Mileage, Travel, Cell Phone, Legal Fees, Postage	\$43,000.00	1 - Secretary
<b>Service and Supplies Total</b>	<b>\$48,000.00</b>	9.73 - Instructors 1 - Asst /GED Exam.

Total Program Costs (Excluding Salaries & Benefits)	\$48,000.00
Total Program Costs (Salaries & Benefits)	\$ 1,428,991.80
*Indirect Costs @ 8.14%	\$ 120,227.13

<b>Total Expenditures</b>	<b>\$ 1,597,218.93</b>
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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.