

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

321



FROM: SHERIFF'S DEPARTMENT

**SUBMITTAL DATE:
07/17/14**

SUBJECT: Ratification of the FY 2014-15 Memorandum of Understanding with the Riverside County Superintendent of Schools for the Provision of Educational Programs to Adult Inmates, 2/2 – 5/5 Districts. [\$1,647,405 State 67.9% & Inmate Welfare Fund 32.1%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the FY 2014-15 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 2014-15 to continue the provision of General, Vocational and Alternative education curricula at County detention facilities.
(Continued on Page 2)

Stanley L. Sniff Jr.

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

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 7/17/14
Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,647,405	\$ 0	\$ 1,647,405	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: State funds (67.9%) & Inmate Welfare Fund (32.1%)	Budget Adjustment: No
	For Fiscal Year: FY 14/15

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*
Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

3-89

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratification of the FY 2014-15 Memorandum of Understanding with the Riverside County Superintendent of Schools for the Provision of Educational Programs to Adult Inmates, 2/2 – 5/5 Districts. [\$1,647,405 State 67.9% & Inmate Welfare Fund 32.1%]

DATE: 07/17/14

PAGE: Page 2 of 2 (BR 15-016)

Summary (Continued)

Prior to FY 2013-14, the State partially defrayed the cost of these educational services by apportioning funds based on the estimated average attendance of students. In FY 2013-14, the State allocated \$1,119,060 to the County's adult inmate educational programs, which was based on FY 2012-13 program actuals. The State notified the County that this funding benchmark would continue in FY 2014-15, but would 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 2014-15 budgeted cost of the educational programs will total \$1,647,405. To fund the remaining \$528,345 required to present the programs, the Inmate Welfare Fund (IWF) Committee voted on July 2, 2014, to utilize IWF monies 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 over 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, 2014 through June 30, 2015

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.

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SOUTHWEST DETENTION CENTER

- a. General Education Development (GED) preparation and testing
- b. 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. General Education Development (GED) preparation and testing
- b. 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.
- c. Vocational skills education: computer information systems.

INDIO JAIL

- a. General Education Development (GED) preparation and testing
- b. 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. General Education Development (GED) preparation and testing
- b. 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 only Industry Recognized Career Technical Education programs for the Vocational skills education curriculum.
- 3. 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.
- 4. Changes in the curriculum may be made upon consent of both the SUPERINTENDENT and SHERIFF. Quarterly discussions between the Executive Director of Alternative Education programs and the Sheriff's Inmate Training and Education Bureau Commander will consist of a review of participant target numbers, number of GED tests administered to date, and any other vital metrics to measure program success or substantiate any decision to change curriculum or program delivery methodology.
- 5. SUPERINTENDENT will assign a Principal as its representative to provide reports and communicate with the SHERIFF Programs Administrative

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Manager. The representative, on behalf of the SUPERINTENDENT, will attend 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 and Guidance and Opportunities to Achieve Lifelong Success (GOALS) 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, graduates, GED testing and completers, and hours of attendance credit per instructor. Each report will include at minimum:
 - a. Hours of attendance credit 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. Above said report will be submitted in a format approved by SUPERINTENDENT and SHERIFF Programs Administrative Manager.
- 8. The reports from the preceding month's data are due no later than the 15th 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 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, including quarterly meetings to discuss target progress.
- 11. SUPERINTENDENT staff will monitor the enrollments, hours of attendance credit, GED completers, and graduates 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 all supplies for their staff.
- 14. SUPERINTENDENT will administer GED examinations as stipulated in the GED Testing Schedule.

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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, for an amount not to exceed \$60,000 in kind (printing, training materials, and inmate supplies), in addition to the maximum amount listed under Section III (A1 Fiscal Provisions). SHERIFF will process approved inmate training material and supply requests.
4. The Riverside County Sheriff's Inmate Welfare Fund (hereinafter "IWF") 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. SUPERINTENDENT projects a total program cost of \$1,647,405 for the 2014-2015 fiscal year. The budget attached hereto as Exhibit "A", reflects a budgeted IWF contribution of \$528,345. SHERIFF through its Riverside County Sheriff Inmate Welfare Fund (IWF) Committee agrees to pay the SUPERINTENDENT the amount not to exceed \$528,345, including salary and benefits for personnel delivering programs identified in Section II, Item 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.

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.

1 C. RATE OF PAYMENT

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

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10 A. EFFECTIVE PERIOD

11 This Memorandum of Understanding will be effective during the period of July 1, 2014
12 through June 30, 2015.
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15 B. RENEWAL AND EXTENSION

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

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

42 All notices, claims correspondence, reports, and/or statements authorized or required
43 by this MOU will be addressed as follows:
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46 SUPERINTENDENT:

47 Riverside County Superintendent of Schools
48 3939 Thirteenth Street
49 P.O. Box 868
50 Riverside, CA 92502-0868
51
52

53 SHERIFF:

54 Sheriff's Department
55 Sheriff's Administration

1 P.O. Box 512
2 Riverside, CA 92501
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5 Unless the persons or address are otherwise identified by notice given in the manner
6 specified by this paragraph, all notices will be deemed effective when they are
7 reduced to writing, addressed as above, and received. Any notices, correspondence,
8 reports, and/or statements authorized or required by this MOU addressed in any
9 other fashion will not be acceptable.
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11 E. HOLD HARMLESS
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13 The parties hereto, and each of them, do hereby mutually agree to indemnify, defend,
14 save and hold harmless each other, and their respective officers, agents, servants and
15 employees, of and from any and all liability, claims demands, debts, suits, actions and
16 causes of action, including wrongful death and reasonable attorneys fees for the
17 defense thereof, arising out of or in any manner connected with the performance of
18 any act or deed under or pursuant to the terms and provisions of this Agreement by
19 such indemnifying party, or its officers, agents, servants and employees.
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22 F. INDEPENDENT CONTRACTOR
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24 The SUPERINTENDENT while engaged in the performance of this contract, is an
25 independent contractor, and is not an officer, agent or employee of the SHERIFF
26 department.
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29 G. ASSIGNMENT OF CONTRACT
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31 The SUPERINTENDENT shall not assign the whole or any part of this agreement or any
32 payment due or to become due hereunder, without the written consent of the
33 SHERIFF'S Department and all sureties who have executed bonds on behalf of the
34 SUPERINTENDENT in connection with this contract.
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37 H. RECORDS
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39 All financial records, supporting documents, statistical records, and all other records
40 pertaining to the use of the funds provided under this MOU will be retained
41 collectively by SUPERINTENDENT and SHERIFF for a period of five (5) years, at a
42 minimum, and in the event of litigation, claim or audit, the records will be retained
43 until all litigation, claims and audit findings involving the records, have been fully
44 resolved. The five (5) year period commences upon submission of the final claim for
45 payment to SHERIFF.
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48 I. CONFIDENTIALITY
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50 All parties agree to maintain the confidentiality of all client information in accordance
51 with all applicable Federal, State and local laws and regulations. Both parties will
52 ensure names, addresses, phone numbers, and any other individually identifiable
53 information concerning clients and services received are kept confidential.
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J. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

K. PERSONNEL DISCLOSURE AND BACKGROUND CHECK PROCEDURES

1. **Background Check Procedures:**
Upon request by SHERIFF, SUPERINTENDENT agrees to make available to SHERIFF a current list of all personnel that will be providing services under this agreement. This list shall include: all staff who work full, part-time, per-diem, or temporarily; a brief description of the functions of each position; and the professional degree, license (if applicable) and experience required for each position.

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

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

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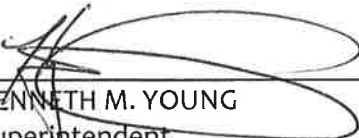
3. Disclosure of Information Relevant to Employee Safety
- As required by Penal Code Section 11105.3, SUPERINTENDENT agrees to notify SHERIFF of any SUPERINTENDENT employee assigned to any of the above mentioned locations that has been convicted of any crimes involving sex, drugs, violence, or felony offense, or who are known to have a substantiated report of child abuse as defined in Penal Code Section 11165.12, who occupy supervisory positions or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. The procedures for notification are as follows:
- When such information becomes known to SUPERINTENDENT, SUPERINTENDENT shall immediately notify SHERIFF concerning any arrests or convictions for anything other than minor traffic offenses not withstanding Driving Under the Influence or substantiated allegations of child abuse by any paid employee.
 - In the event that notification is made, SHERIFF will make the necessary contractual changes up to and including termination of this MOU.
 - Failure to notify SHERIFF immediately of the above is grounds for termination of this MOU.

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I. 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


KENNETH M. YOUNG
Superintendent

Date: 8-18-14

RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT


STANLEY L. SNIFF, JR.
Sheriff-Coroner

Date: 7/30/2014

RIVERSIDE COUNTY
BOARD OF SUPERVISORS

JEFF STONE
CHAIRMAN OF THE BOARD

Date: _____

ATTEST:
Kecia Haper-Ihem, Clerk

By: _____
Deputy

FORM APPROVED COUNTY COUNSEL

BY:  NEAL R. KIPNIS DATE: 7/12/14

**ADULT JAIL PROPOSED BUDGET
2014-2015**

"EXHIBIT A"

Estimated Revenue 2014-2015	0 ADA X	\$ 1,119,060
Inmate Welfare Fund Contribution		\$ 528,345
Total Revenue		\$ 1,647,405

Administrator Salaries and Benefits	FTE	PCN	Salary	H & W	Fixed Charges	Total	Employee Name
Coordinator Principal	0.75	1-623-007	\$92,720.00	\$11,792.00	\$10,757.00	\$115,269.00	Diggs, Norm

Smith Correctional-Banning Classified Salaries and Benefits

School Site Secretary	1	2-262-064	\$37,244.00	\$15,282.00	\$10,966.00	\$63,492.00	Cortes, Mona
Instructional Print Assistant	1	2-218-001	\$37,118.00	\$15,282.00	\$10,929.00	\$63,329.00	William Aho
Program Assistant	1	2-571-003	\$48,593.00	\$15,282.00	\$10,906.00	\$74,781.00	Andrea Jones
			\$122,955.00	\$45,846.00	\$32,801.00	\$201,602.00	

Smith Correctional-BanningCertificated Salaries and Benefits

TCHR/CORR ED/ADULT JAIL PROG	1	1-102-001	\$59,390.00	\$6,319.00	\$13,527.00	\$79,236.00	Farag, Magdy
TCHR/CORR ED/ADULT JAIL PROG	1	1-085-002	\$102,020.00	\$15,557.00	\$13,313.61	\$130,890.61	Villa Perea, Heriberto
TCHR/CORR ED/ADULT JAIL PROG	1	1-051-001	\$73,983.00	\$15,301.00	\$9,656.00	\$98,940.00	McElvaney, Kathleen
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-005	\$71,504.00	\$11,177.00	\$9,332.00	\$92,013.00	Hays, Kyndal
TCHR/CORR ED/ADULT JAIL PROG	1	1-521-006	\$89,778.00	\$15,557.00	\$11,717.00	\$117,052.00	Hernandez, Robert
TCHR/CORR ED/Construction	1	1-075-001	\$74,358.00	\$15,557.00	\$9,704.00	\$99,619.00	Todd Schuch
TCHR SUBSTITUTES/EXTRA DUTY			\$10,000.00		\$1,305.10	\$11,305.10	
INSTR ASST/CORR ED	0.875	2-114-034	\$29,832.00	\$15,282.00	\$8,784.00	\$53,898.00	Ramirez, Martin
			\$510,865	\$94,750	\$77,339	\$682,954	

Banning Total			\$726,540	\$152,388	\$120,897	\$999,825	
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Southwest Jail-Murrieta

TCHR/CORR ED/ADULT JAIL PROG	1	1-521-003	\$79,956.00	\$15,557.00	\$10,435.00	\$105,948.00	Warner, Rich
Murrieta Total			\$79,956.00	\$15,557.00	\$10,435.00	\$105,948.00	

Indio Jail

TCHR/CORR ED/ADULT JAIL PROG	0.488	1-521-004	\$50,024.00	\$6,020.00	\$6,528.00	\$62,572.00	VanBlarcom, Dolly
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Blythe Jail

TCHR/CORR ED/ADULT JAIL PROG	x-duty		\$4,830.00		\$635.00	\$4,830.00	Wuertz, Larry
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Robert Presley-Riverside

TCHR/CORR ED/ADULT JAIL PROG	1	1-521-002	\$97,013.00	\$15,301.00	\$12,661.00	\$124,975.00	Keller, Anna
TCHR/CORR ED/Computer Occupations	1	1-520-001	\$69,660.00	\$15,557.00	\$10,305.00	\$95,522.00	Gray, Linda
Riverside Total			\$166,673.00	\$30,858.00	\$22,966.00	\$220,497.00	

Total Salaries and Benefits all sites			1,028,023	204,823	161,461	1,393,672	
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Service and Supplies

Books and Supplies/printers					\$10,000.00	
Attendance system/software					\$15,750.00	
Services- GED Testing, Mileage, Travel, Cell Phone, Legal Fees, Postage					\$59,000.00	
Staff Development/mileage/trainings					\$ 24,000.00	
Service and Supplies Total					\$108,750.00	

STAFFING TOTALS

1 - Principal
1 - Secretary
9.73 - Instructors
1 - Asst /GED Exam.

Total Program Costs (Excluding Salaries & Benefits)					\$108,750.00	
Total Program Costs (Salaries & Benefits)					\$ 1,393,672.00	
*Indirect Costs @ 9.65%					\$ 144,983.00	

Total Expenditures					\$ 1,647,405.00	
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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.