

**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	

SOURCE OF FUNDS: Inmate Welfare Fund (29.9%) & State funds (70.1%)
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

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: October 22, 2013
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

3-57

FORM APPROVED COUNTY COUNCIL
DATE: 10/13
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

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

Contracting Parties:

Riverside County Superintendent of Schools

And

Riverside County Sheriff's Department

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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 15th 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 15th, which will accommodate
34 the SUPERINTENDENT'S employment notification timeline. SUPERINTENDENT will
35 provide the SHERIFF the proposed Exhibit A for review by January 10th. 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

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

28 The parties hereto, and each of them, do hereby mutually agree to indemnify, defend,
29 save and hold harmless each other, and their respective officers, agents, servants and
30 employees, of and from any and all liability, claims demands, debts, suits, actions and
31 causes of action, including wrongful death and reasonable attorneys fees for the
32 defense thereof, arising out of or in any manner connected with the performance of
33 any act or deed under or pursuant to the terms and provisions of this Agreement by
34 such indemnifying party, or its officers, agents, servants and employees.
35

36 F. INDEPENDENT CONTRACTOR
37

38 The SUPERINTENDENT while engaged in the performance of this contract, is an
39 independent contractor, and is not an officer, agent or employee of the SHERIFF
40 department.
41

42 G. ASSIGNMENT OF CONTRACT
43

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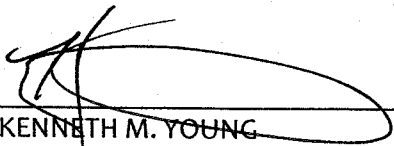
H. RECORDS

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
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11 RIVERSIDE COUNTY
12 SUPERINTENDENT OF SCHOOLS

13
14 
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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

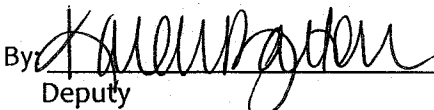
Date: _____


RIVERSIDE COUNTY
BOARD OF SUPERVISORS

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28 
29
30 JOHN J. BENOIT
31 CHAIRMAN OF THE BOARD

32
33
34 Date: OCT 22 2013

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36
37 ATTEST:
38 Kecia Harper-Ihem, Clerk

39 By: 
40 Deputy

41
42
43 FORM APPROVED COUNTY COUNSEL
44 BY:  9/27/13
45 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
Total Revenue		\$ 1,597,219

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
			\$114,789.00	\$45,846.00	\$36,797.00	\$197,432.00	

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	McElvaney, 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 ASST/CORR ED	0.2625	2-114-034	\$28,361.00	\$11,854.00	\$9,092.00	\$49,307.00	Ramirez, Martin
			\$607,149	\$110,422	\$98,219	\$815,789	

Banning Total			\$824,819	\$171,805	\$149,803	\$1,146,426	
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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
Murrieta Total			\$76,478.00	\$15,557.00	\$10,772.00	\$102,807.00	

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
Riverside Total			\$98,529.00	\$15,557.00	\$13,879.00	\$127,965.00	

Total Salaries and Benefits all sites			1,048,764	202,919	177,310	1,428,992	
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Service and Supplies		
Books and Supplies/printers		\$5,000.00
Testing computers w/software licensing		\$0.00
Services- GED Testing, Mileage, Travel, Cell Phone, Legal Fees, Postage		\$43,000.00
Service and Supplies Total		\$48,000.00

STAFFING TOTALS

- 1 - Principal
- 1 - Secretary
- 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

Total Expenditures	\$ 1,597,218.93
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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.