



PLACER COUNTY
SHERIFF
CORONER-MARSHAL

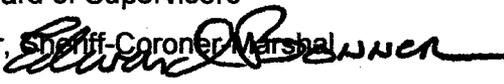


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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal 
Date: June 2, 2015
Subject: Memorandum of Understanding between Placer County Sheriff's Office and Placer Union High School District

Action Requested

Approve a Memorandum of Understanding (MOU) renewal with Placer Union High School District (PUHSD) to provide adult education programs for the Sheriff's Correctional Division in the amount of \$99,257, an increase of \$23,990 over the prior contract, for the period of July 1, 2015 to June 30, 2016, and authorize the Sheriff to execute the MOU.

Background

The Sheriff's Office has maintained an agreement with PUHSD for several years to provide a variety of adult education programs for inmates in the custody of the Sheriff's Office. Services include instructional staff to provide GED preparation and Pre-GED/Adult Basic Education, employability and life skills courses. All educational programs and services are in compliance with state and federal regulations governing adult education. The Placer County Board of Supervisors approved the prior agreement for these services on June 17, 2014. This agreement continues to be in the best interest of the Sheriff's Office.

Fiscal Impact

This MOU is funded through the Inmate Welfare Fund. There is no impact to the General Fund.

COPY

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PLACER UNION HIGH SCHOOL DISTRICT
AND
PLACER COUNTY SHERIFF'S OFFICE, JAIL DIVISION**

This is a Memorandum of Understanding (MOU) between the Placer Union High School District (hereinafter referred to as PUHSD), located at 13000 New Airport Road, Auburn, CA, 95603 and Placer County Sheriff's Office, Jail Division (hereinafter referred to as JAIL), located in Auburn at 2775 Richardson Drive, Auburn, CA 95603. (South Placer office located at 11801 Go For Broke Road, Roseville, CA 95678.)

WHEREAS, it is known that Placer School for Adults (PSA), the adult education program within Placer Union High School District (PUHSD), can provide quality Adult Basic Education (ABE), GED-preparation, Career Technical Education (CTE), Employability and Life Skills (CTE) and other educational programs to adult learners;

WHEREAS, at the County's Jail facilities (Auburn and South Placer), JAIL desires to collaborate with PSA in offering conveniently located ABE, GED-preparation, and CTE classes to its clients;

WHEREAS, the parties desire to clarify their relationship and obligation with respect to the consumers identified as attending the in-house inmate education program sponsored by PUHSD;

NOW, THEREFORE, it is mutually understood by and between the parties as follows:

I. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties and set forth the operative conditions which will govern this agreement.

II. TERM

The term of this MOU shall commence on July 1, 2015 and remain in effect until June 30, 2016. This MOU may be renewed annually by mutual agreement of both parties.

III. TERMINATION

- A. This MOU may be terminated by either party upon 60-day advance written notice. This MOU may also be terminated by either party upon 10-day written notice for any material breach of this agreement which is not cured within the 10-day notice period.
- B. If JAIL chooses to terminate MOU contract early, and Education Code prevents PUHSD from laying off instructional and support staff hired to perform duties of this agreement, JAIL will be responsible to pay all employer salary and benefit costs of these employees for the remainder of the contract period.

IV. AMENDMENTS

Amendments of this MOU may be made with the mutual written agreement of both parties.

V. DESCRIPTION OF SERVICES

A. Responsibilities of PUHSD shall be to:

1. Provide instructional staff to hold GED preparation, pre-GED, Adult Basic Education, Employability, Life Skills (which include basic reading, writing, and math for the workplace), Computer and Career Technical Education and/or other subjects as deemed necessary.

No teachers may work more than 7.25 hours a day for a maximum of 18 hours per week, for a total of 35 weeks during the school "year". Additionally, the total number of instructional hours for the 2015-16 school shall not exceed 2,380 hours, unless approved in advance by both PUHSD and PCSO.

All instructional staff will be qualified and credentialed in the subject areas in which they teach.

Instruction to be provided in minimum security barracks and for tanks designated as high attending (averaging 12 students or more per class session) at both jails. Schedule will be constructed in such a way as to attempt to hold at least three hours of instruction per day to each group of inmates served.

Administer pre- and post-assessments for each student, using the California Department of Education-approved *Comprehensive Adult Student Assessment System* (CASAS) tests, leveled from literacy to pre-GED. PUHSD will provide all testing materials.

2. Provide one 50% FTE dedicated Administrator to oversee, manage and develop the JAIL educational program through PSA. This will include collaboration, development and coordination of services in conjunction with re-entry program management and staff.

3. Provide one qualified Secretary II for 28 hours per week, and one qualified Clerical Specialist for 16 hours per week to work between both jails to assist instructors with required paperwork (attendance, TOPS, rosters, etc.), to assist JAIL with the tracking of early release credit (including AB 109 inmates and others), and to coordinate instructional services to accommodate re-entry program to the extent possible.

4. Provide Pearson-Vue support for the purpose of administering GED tests, to qualified inmates; set up, purchase, and schedule GED tests for qualified inmates, and bill back PCSO for these services.

5. Conduct all educational programs and services in compliance with state and federal regulations governing adult education. Classes will be free to students and the program will be listed in the PSA school catalog.

6. Work cooperatively with JAIL with regard to scheduling classes.

B. Responsibilities of JAIL shall be to:

1. Provide appropriate classroom facilities in accordance with applicable Board of Corrections/Office of Education standards and site and local health and safety regulations, and all classroom equipment and supplies. Provide teacher access to a phone for school-related business.
2. Submit request, when appropriate, that PUHSD withdraw from the education program any instructor who the Placer County Sheriff's Office determines is not performing satisfactorily or does not follow the policies, procedures or practices of the Placer County Jail. Such request shall be in writing and contain the reason for the agency's request for withdrawal.
3. Use the Inmate Welfare Fund or other funding source to pay the amount of \$99,257 to PUHSD in 12 monthly increments of \$8,271.42 to partially offset instructional services delineated in section V.A.
4. Should additional instructional services be determined as necessary by both parties, JAIL agrees to negotiate an increased amount of funding prorated and commensurate to that listed in V. B.3, and this MOU shall be amended. Should JAIL be unable to increase the level of funding through the remaining term of this MOU for the increase in instructional services, PUHSD will not be obligated to provide additional instructional services, and such services may be negotiated for the following year.
5. Provide desktop support for computers owned by JAIL and/or PUHSD used by PUHSD education program. Should PUHSD sever this MOU with JAIL, JAIL will either return equipment/materials owned by PUHSD to PUHSD or will reimburse PUHSD for the cost of said equipment/materials.
6. Provide a commitment to instructional services/staffing levels to PUHSD on or before February 1, 2015 for the 2016-2017 fiscal year. If funding for inmate education is eliminated or removed as a categorical program in the current funding year's California State budget after this MOU has been signed by PUHSD, PUHSD and JAIL shall meet to negotiate reduced services or additional JAIL funding. If an agreement cannot be reached, PUHSD will have the right to adjust, reduce, or eliminate services (outlined in section V.A.1, 2, 3) proportionate to the decrease in State funding and will alter the current year MOU.

VI. HOLD HARMLESS/INDEMNIFICATION

PUHSD agrees to indemnify, defend and hold harmless JAIL, its board of trustees, officers, agency and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages injuries and liabilities arising from any accident, death or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the intentional or negligent act of PUHSD. It is understood that such indemnity shall survive the termination of the Agreement.

JAIL agrees to indemnify, defend and hold harmless PUHSD, its board of trustees, officers, agency and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages injuries and liabilities arising from any accident, death or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the intentional or negligent act of JAIL. It is understood that such indemnity shall survive the termination of the Agreement.

VII. INDEPENDENT CONTRACTOR STATUS

The parties hereto agree that the relationship created by this Agreement is that of independent contractors. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between JAIL and PUHSD. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers' compensation coverage and other benefits of any kind, as required by law, for its own employees.

VIII. INSURANCE

During the term of the Agreement the parties agree to keep in full force and effect insurance coverage to meet their respective obligations and liabilities under this Agreement and such insurance shall include but not be limited to the following:

Commercial General Liability: It is agreed that PUHSD and JAIL shall each maintain at all times during the performance of this Agreement insurance coverage in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability and automobile liability, and provide workers' compensation insurance or self insurance in the statutory amount. Each party shall file with the other a letter from the party's Risk Manager showing either insurance coverage as specified or reserves in not less than One Million Dollars (\$1,000,000). PUHSD represents to JAIL that PUHSD is fully licensed and/or is in conformance with all appropriate statutes, rules, and regulations with regard to the provisions of service within this Agreement.

Workers' Compensation: The parties hereby waive, and will cause their respective insurers to waive, their respective rights of recovery against one another for workers' compensation claims.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to the contract.

IX. CIVIL RIGHTS

The Contractor agrees that it will comply with the Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and all requirements imposed by or pursuant to the regulations of government agencies (including but not limited to 45 CFR Part 80). Contractor

agrees that it will comply with Title IX (20 USC 1681), the Americans with Disabilities Act (42 USC 12101 et seq.), the Unruh Civil Rights Act (California Civil Code 51 et seq.) and any other applicable laws.

X. FORCEMAJEURE

The Parties to the Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner by act of God, fire, or commandeering of materials, products, plants or facilities by the Government. Satisfactory evidence thereof is to be presented to the other party that the non-performance is not due to the fault or neglect of the party not performing.

XI. SEVERABILITY

In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect.

XII. UNIFORM COMPLAINT PROCEDURES

PUHSD shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination harassment, intimidation, or bullying against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity that receives or benefits from state financial assistance (5 CCR 4610).

XIII. PRIOR AGREEMENTS

The MOU contains all the terms agreed upon by both parties and supersedes all prior oral or written agreements between the parties.

XIV. DISPUTES

In the event that a dispute occurs between parties with regards to the rights or duties created in this Agreement, or in the event of a breach of this agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event that the parties are not able to informally resolve the dispute within thirty (30) days after the dispute has arisen, that parties agree to settle the dispute through arbitration under the rules and regulations of the American Arbitration Association.

Each party to bear the costs of its attorney fees.

i. Applicable Law. The terms and conditions of this agreement shall be interpreted in accordance with the laws of the State of California.

ii. Severability. In the event that any term or provision of this agreement shall to any extent be held by a court of proper jurisdiction to be invalid or unenforceable for any reason, the remainder of this agreement shall not be affected thereby, and the remaining terms and provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the intent of this agreement.

XV. NOTICE

Notice or other communication to the parties as provided by this Agreement shall be given by United States mail postage prepaid as follows:

TO PUHSD

TO JAIL

Placer Union High School District
13000 New Airport Road
Auburn, CA 95603

Placer County Sheriff's Office
Jail Division
2775 Richardson Drive
Auburn, CA 95603

Notice shall be deemed served when deposited in the United States mail, prepaid, and address as above prescribed. The parties by written notice may designate different addresses to which subsequent notices or other communication will be sent.

XVI. PRIOR AGREEMENTS

The MOU contains all the terms agreed upon by both parties and supersedes all prior oral or written agreements between the parties.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the date first written below.

By: _____
Capt. Don Hutchinson, Corrections Commander
Placer County Sheriff's Office, Jail Division

BY: _____
Dr. George Sziraki, Superintendent
Placer Union High School District

Date: _____

Date: _____

