

## **MEMORANDUM OF UNDERSTANDING**

Between The County of Santa Barbara and the Santa Barbara Community College District to Maintain a Multi-Media Classroom,  
and provide Educational Programs to Inmates in the Santa Barbara County Sheriff's Main Jail Facilities

This AGREEMENT is entered into on September 1, 2013, by and between the Santa Barbara County Sheriff's Department hereinafter referred to as the SHERIFF and the Santa Barbara City College Community College District for its Continuing Education Division, hereinafter referred to as the DISTRICT.

### **Recitals:**

WHEREAS, many of the inmates in the SHERIFF's custody have not obtained a high school diploma, are unemployed, and have current or previous problems with substance abuse; and

WHEREAS, studies show that educational, vocational, social and substance abuse programs can help reduce the high rate of recidivism; and

WHEREAS, California Penal Code section 4018.5 and California Education Code section 41841.5 authorize the establishment and maintenance of adult education programs for adult inmates confined in county jails; and

WHEREAS, the SHERIFF desires to enter into an agreement with the DISTRICT to establish 1(one) multi-media classroom and maintain classes for inmates for the purpose of providing education and vocational training of inmates in vocational, literacy, technical, and general basic education; and

WHEREAS, the SHERIFF AND the DISTRICT agree to share educational resources, technological equipment, and use of the premises.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

### **1. TERM**

This agreement shall become effective on September 1, 2013, until August 31, 2014 unless earlier revoked by either the DISTRICT or the SHERIFF.

### **2. RENEWAL OF MOU**

Prior to the expiration of the term of this MOU, it may be renewed for additional like terms subject to approval of the DISTRICT. Renewals of this MOU with changes limited to compensation or its term may be effectuated by a letter of agreement covering the period of renewal, which letter of agreement may be executed by the Sheriff

or designee. Upon renewal, all of the terms and conditions of the existing MOU shall remain in full force and effect except as modified or amended by both parties.

### **3 SERVICES**

Maintenance and implementation of existing multi-media and technological assisted classroom;

The DISTRICT has provided for the SHERIFF:

- 20 (twenty) laptop computers;-
- 1 (one) printer; and,
- 1 (one) server, software and licenses

The SHERIFF will install all of the equipment listed in the 1 (one) multi-media assisted classroom as follows:

- 20 (twenty) computers in the classroom;
- 1 (one) printer in the classroom; and,
- 1 (one) server to be secured in the jail phone service room.

The SHERIFF has purchased and installed furniture appropriate to classroom needs including chairs and tables/desks.

The SHERIFF has installed appropriate power sources for the efficient operation of technologic and multi-media equipment.

The SHERIFF agrees to provide adequate security for classroom equipment and supplies, in consultation with the DISTRICT.

The SHERIFF agrees to provide adequate and conveniently located classroom storage to allow for access to instructional materials during scheduled class times.

The DISTRICT shall retain ownership of the hardware and software with the agreement that, should the DISTRICT no longer provide instruction in the Santa Barbara County Jail facility, the hardware and software shall be returned to the DISTRICT.

The DISTRICT is responsible for providing technical support for the classroom (contingent upon available resources).

The DISTRICT agrees to maintain the equipment and software within the classroom with consultation by the SHERIFF within available resources. The SHERIFF agrees to store the equipment and assure that it is available to the DISTRICT faculty during regularly scheduled class times.

#### **Student Advisement:**

The DISTRICT is to provide student advising at approximately not to exceed 10 hours once per month. Continuation of services is contingent upon available resources.

Advising begins on the third week of each term. The DISTRICT will not provide advising during the month of July.

**GED Testing:**

The DISTRICT and the SHERIFF's designee will coordinate GED testing for up to 8 (eight) hours per week. The DISTRICT will provide testing services according to a mutually agreed schedule in 2-4 (two- four) hour increments.

The DISTRICT will provide the testing material, administer the test and results and pay for said cost. The SHERIFF will reimburse the cost as follows:

**Cost for GED Examiners:**

The SHERIFF will pay for mileage round trip, from the Schott Center to the Santa Barbara County Jail Facility on 4434 Calle Real, Santa Barbara at the prevailing IRS mileage rate each way and the required hours of examiner time per visit at the prevailing DISTRICT instructor lab rate, for a maximum of 1 (one) day per week not to exceed 8 (eight) hours per week.

**Cost for Tests:**

The cost per test to the SHERIFF for GED testing materials will be as follows:

\$60 per Certificate

\$20 each Test

\$20 each Retest

\$15 each Error Report\*

(\*Student indicates information that does not match their official record with the American Council on Education (ACE). This may include inconsistencies in name submission, SSN or birth date. These are student errors.)

**Compensation Schedule:**

The DISTRICT will be compensated within 45-60 days of receipt of an invoice for services rendered at the agreed rate. The DISTRICT will invoice the SHERIFF at the end of each trimester and summer session.

All services to inmates incarcerated in the SHERIFF's facility (i.e.: instruction, GED testing) are contingent upon available resources of the DISTRICT and the SHERIFF.

**4. INSTRUCTION:**

The schedules, locations, and curriculum shall be mutually agreed upon by the DISTRICT and the SHERIFF. The SHERIFF shall provide all educational materials including books, additional computer software, as well as other materials used for educational instruction.

The SHERIFF will provide classroom space and costs of maintenance and operation of the facilities, will provide appropriate security, and will provide DVD players that are all a part of the 1 (one) learning classrooms inventory.

All instructors paid by the DISTRICT will be approved by the DISTRICT Board of Trustees and will be paid according to the current Continuing Education Hourly Salary Schedule established by the DISTRICT.

Any additional classes will be added on a term-by-term basis, the need to be determined in consultation with the SHERIFF's designee and the District administrator assigned to the subject area. Compensation for these instructors will be paid by the DISTRICT unless otherwise specified.

Due to the unique circumstances of jail classes, retention of classes will be evaluated based on total classroom hours per quarter. It is the responsibility of the SHERIFF to maintain agreed upon attendance levels of 20 (twenty) students. The SHERIFF will consult with the DISTRICT if enrollments fall below required minimum. If enrollments fall below minimum, classes may be cancelled by mutual agreement between the DISTRICT and the SHERIFF.

## **5. RECORDS, AUDIT, AND REVIEW**

The DISTRICT shall keep such business records pursuant to this agreement as would be kept by a reasonably prudent practitioner of the DISTRICT's profession and shall maintain such records for at least 4 (four) years following the termination of this agreement. The SHERIFF shall have the right to audit and review all such documents and records at any time during the DISTRICT's regular hours or upon reasonable notice.

The DISTRICT and the SHERIFF will conduct quarterly coordination and review meetings with administrators and staff of both parties to ensure program goals are met and problems/issues are resolved in a timely manner.

## **6. SECURITY**

A. All employees and contractors of the DISTRICT who will enter custody facilities to provide services according to this agreement must pass and maintain a security clearance by the SHERIFF or designee. Clearances are granted and revoked at the sole discretion of the SHERIFF. Employees and contractors of the DISTRICT shall have no claim, grievance, or recourse against the SHERIFF for refusing or revoking a security clearance.

B. The DISTRICT service providers will receive a written copy of rules for working in the jail facility and agree to follow all rules while on facility grounds and obey lawful orders by security staff. The SHERIFF will provide orientation training to the DISTRICT service providers which will include security rules and procedures, issues regarding personal safety, and emergency procedures. Employees and contractors of the DISTRICT are subject to search at any time while in a SHERIFF's custody facility.

## **7. EMPLOYMENT STATUS, INSURANCE AND LIABILITY**

A. All employees and contractors of the DISTRICT remain employees or contractors of the DISTRICT. The DISTRICT is responsible for carrying all types of insurance necessary to handle claims made by their employees or contractors including but not limited to: workers' compensation insurance, and general liability insurance.

B. Attached Exhibit 'A', the Indemnification and Insurance Provisions between the Santa Barbara County College District and the County of Santa Barbara, is included and incorporated herein by reference.

C. The provisions of this paragraph do not relieve the SHERIFF of the SHERIFF's liability or the DISTRICT of the DISTRICT's liability for damages to the DISTRICT caused by the SHERIFF's negligent act or omissions, or damages to the SHERIFF caused by the DISTRICT's negligent acts or omissions.

The DISTRICT agrees to inform all of its providers of inmate educational services that working in a custody environment carry with it risks to personal safety that may or may not exist in a classroom or other work environment in which the DISTRICT requires its providers to work. The SHERIFF will provide orientation and training to the DISTRICT providers to assist them in minimizing these risks.

SHERIFF-CORONER

By: 

Bill Brown; Sheriff- Coroner  
Santa Barbara County

Date: 10/30/13

APPROVED AS TO FORM:  
DEPUTY COUNTY COUNSEL

By: 

Kevin Ready  
Deputy County Counsel

Date: 10-09-2013

APPROVED AS TO FORM:  
AUDITOR-CONTROLLER

By: 

Robert W. Geiss  
Auditor-Controller

Date: 10.31.13

Deputy Auditor-Controller  
Gregory Eric Levin  
Advanced and Specialty Accounting

By: Jack Friedlander  
Dr. Jack Friedlander  
Executive Vice President, Educational Programs  
Santa Barbara City College

Date: 9/9/13

By: Joseph E. Sullivan  
Joseph Sullivan  
Vice President Business Services  
Santa Barbara City College

Date: 9/10/13

By: Ofelia R. Arellano  
Ofelia R. Arellano, Ph.D.  
Vice President Continuing Education  
Division, Santa Barbara City College

Date: August 27, 2012

By: Joseph E. Sullivan  
Joseph Sullivan  
Vice President Business Services  
Santa Barbara City College

Date: 9/7/12