

MEMORANDUM OF UNDERSTANDING

**BETWEEN
SHERIFF DEPARTMENT
AND
LIBRARY DEPARTMENT, COUNTY OF TULARE**

**FOR TULARE COUNTY LIBRARY LITERACY- BOOKS BEYOND BARS &
MOTHERREAD/FATHERREAD PROGRAMS**

THIS MEMORANDUM is entered into on July 1, 2018 between the COUNTY OF TULARE SHERIFF DEPARTMENT; hereafter referred to as "SHERIFF" and the COUNTY OF TULARE LIBRARY hereafter referred to as "LIBRARY".

I. INTRODUCTION

The purpose of this Memorandum is to provide incarcerated men and women the skills that will help them to reintegrate into society more easily. This Memorandum will further describe the relationship between the SHERIFF and the LIBRARY as it pertains to Tulare County Library Literacy's Books Beyond Bars: Breaking the Barriers to Success and MotherRead/FatherRead Programs.

ACCORDINGLY, IT IS AGREED:

II. SPECIFIC TERMS

- 1. TERM:** This Memorandum shall become effective as of July 1, 2018, and shall terminate on June 30, 2019, unless otherwise extended or terminated as provided in this Memorandum.
- 2. SERVICES TO BE PERFORMED:** See attached EXHIBIT A.

3. **REMOVAL OF STAFF:** The SHERIFF shall retain the right to remove LIBRARY staff from the correctional facilities immediately if the SHERIFF believes LIBRARY staff is interfering with the orderliness and efficiency of the correctional facility or the safety and security of the inmates and SHERIFF staff.

4. **PAYMENT FOR SERVICES:** See attached EXHIBIT B.

5. **GENERAL PROVISIONS, CONFIDENTIALITY, STANDARDS:** Any information obtained by LIBRARY staff regarding any inmate is confidential and shall only be revealed to SHERIFF's staff at the correctional facility or to LIBRARY staff in order to implement the programs under this Memorandum of Understanding.

6. **EXTENSION:** This Memorandum may be extended each fiscal year by Memorandum of both parties as funding is available.

7. **TERMINATION:** This Memorandum may be terminated before the end of the term by either party giving sixty (60) days written notice to the other party of intention to terminate the Memorandum.

8. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the SHERIFF, that SHERIFF or LIBRARY shall have the right to terminate this Memorandum. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

9. **NOTICES:**

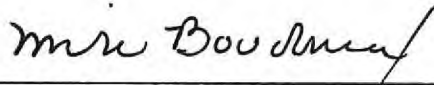
(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

<p>Sheriff:</p> <p>Mike Boudreaux, Sheriff-Coroner Tulare County Sheriff's Office 2404 West Burrel Ave. Visalia, CA 93291</p> <p>Fax No.: (559) 730-2603 / Confirming No.: (559) 736-4716</p>	<p>Library:</p> <p>Darla Wegener, County Librarian Library 200 West Oak Avenue, Visalia, CA 93291</p> <p>Fax No.: (559) 737-4586 Confirming No.: (559) 713-2720</p>
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(b) Notice delivered personally or sent by facsimile transmission is deemed received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

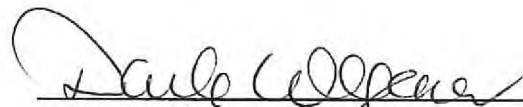
THE PARTIES, having read and considered the above provisions, indicate their Memorandum by their authorized signatures below.

Date: 7-26-18



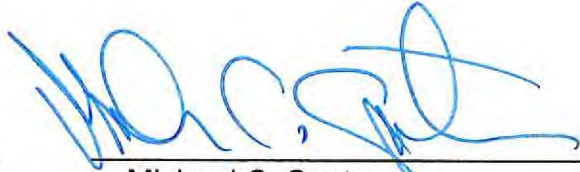
Mike Boudreaux, Sheriff-Coroner
Sheriff, County of Tulare

Date: 7-31-18



Darla Wegener, County Librarian
Library, County of Tulare

Date: 8/14/18



Micheal C. Spata,
County Administrative Officer,
County of Tulare

Exhibit "A"
Services to be Performed
Fiscal Year: 2018/2019

The following scope of work includes two different programs. The first program is "Books Beyond Bars-Barriers to Success". The second program is Mother, Father Read, now including the full four week course in addition to the recording. To provide these literacy programs the LIBRARY and SHERIFF will follow the scope of work outlined below.

The Library agrees to:

- Provide approximately .625 FTE LIBRARY staff to provide preparation and onsite operations:
 - .375 FTE Library Program and Literacy Specialist (15 hours)
 - .25 FTE Literacy/Library Assistants (10)
- Provide completed inmate programs applications for all staff and volunteers who will be working in the secure environment (applications available from SHERIFF)
- Provide basic skills literacy instruction programs:
 - Books Beyond Bars to pre-selected inmates through Rapid Read Novels, journaling, basic math instruction, and simple assignments
 - Mother, Father Read to designated inmates through reading aloud children's literature.
 - Class Expectation Agreement /LIBRARY form
 - Participation Agreement / SHERIFF Department form
- Conduct CASAS assessments testing – Pre, Mid, Post as-needed
 - Share results with the SHERIFF
- Provide trained staff and Library Literacy Program volunteers
- Ensure that all LIBRARY staff and volunteers follow the set forth guidelines of the SHERIFF safety and security procedures
- Invoice SHERIFF quarterly for services provided
 - Invoices
 - Payroll Reports
 - Summary of Services
 - CASAS results
- Provide laptops for recording purpose
- Provide authorized books, supplies, flash drives
- Provide Certificates of Novel Competition and Student Success

The SHERIFF agrees to:

- Complete background check for all staff and volunteer in program free of charge
- Fingerprint all applicants as part of the background process at no cost to the applicant or the LIBRARY
- Train the staff and volunteers on Safety and Security and the Prison Rape Elimination Act (PREA) as required by legislation of all staff and volunteers working with inmates
- Identify inmates to specific library program according to the criteria
 - Screen and identify units, times, and inmates for the program

- Screen the inmates and verify they may have contact with their child (Mother/Father Read Program)
- Check with the child's outside provider to verify that they want the contact with Mother/Father Read Program
- Sign Certificates of Novel Completion and Student Success
- Schedule and coordinate a quarterly meeting with the SHERIFF and LIBRARY staffs to review referral process and services
- Approve curriculum and materials
- Review quarterly invoice form from the LIBRARY for services provided
- Authorize payment for services

“BOOKS BEYOND BARS”

Book Beyond Bars: Breaking the Barriers to Success

8 week sessions offered will include:

Reading and Writing: Focus on one Rapid Reads Novels or other approved novels. 60 Minutes is spent on reading skills and writing skills. This includes discussing the novel and journal writing during the class period. Instruction will also include life skills grammar, punctuation, and vocabulary

Math: Breakthrough to Math for 30 minutes each period. The math lessons cover basic practical math skills. Concepts are broken down and focus on one skill at a time and apply to real life situations where base knowledge is needed such as life skills, secondary education, and employment opportunities.

MOTHER/FATHER READ PROGRAMS

Alternate sessions, male and female units, will include:

Reading Aloud: Providing assistance and instruction to inmates that are mothers/fathers in reading a book aloud to their child recorded via a laptop. Literacy staff and volunteers will meet twice with the inmate. First will be an initial assessment of reading capability and brief practice in reading a book to a child. Second meeting will be actual recording of the inmate reading of the book. When completed it will be downloaded to a USB flash drive and sent to the child or children

Expansion to Full Program for FY 2018-19 for women’s facility only

In conjunction with the Read Aloud, expand the program using the Motherread nationally recognized curriculum designed to engage and motivate the adult learner literacy staff target areas that are relevant and meaningful in life. The four week program incorporates poetry and short stories, personalized lessons to address the needs in order to provide a meaning-based approach for comprehension skill development. Also, working toward the achievement of personal goals, promoting group learning for social support and self-efficacy, and providing multiple opportunities for students to practice life skills.

Exhibit "B"
Compensation
Fiscal Year: 2018/2019

Programs: LITERACY BEYOND BARS & MOTHER FATHER READ PROGRAMS

1. REIMBURSEMENT

- a. SHERIFF agrees to compensate LIBRARY for allowed cost incurred as detailed in Exhibit "B1" subject to any maximums and monthly invoice reconciliation.
- b. SHERIFF shall not be obligated to compensate LIBRARY for services rendered during a non-authorized period or for unauthorized services, i.e., services of what is set forth in Exhibit "A".
- c. LIBRARY shall maintain and make available to SHERIFF all records of revenue and expense reimbursement as it relates to this Memorandum.
- d. SHERIFF agrees to make all payments under this Memorandum to LIBRARY within thirty (30) days of submission by LIBRARY of all required documentation in accordance with the COUNTY's normal payment cycle.

2. INVOICING

- a. LIBRARY understands that SHERIFF cannot make payment until all services are actually rendered and an invoice is submitted at the end of each quarterly billing cycle.
- b. At the close of a quarterly billing cycle, the LIBRARY shall submit and invoice within thirty (30) days.
- c. LIBRARY shall provide a copy supporting documentation for the expenses listed on the monthly invoice.
- d. SHERIFF shall have the right to deny payment if the invoice is not submitted along with supporting documentation, payment shall be withheld until SHERIFF is in receipt of a complete and correct invoice and such invoice has been reviewed and approved by SHERIFF. Library shall submit quarterly invoices to:

Tulare County Sheriff Department
Attention: Terrie Saenz, Fiscal Manager
2404 W. Burrel Ave.
Visalia, CA 93277

3. Maximum Funding

- a. The total maximum contract shall not exceed \$ 50,000 for the term of July 1, 2018 to June 30, 2019

**Exhibit B1
Compensation
Fiscal Year: 2018/2019
Program: LITERACY'S BOOKS BEYOND BARS & MOTHERREAD/FATHERREAD
PROGRAMS**

BUDGET

Personnel

Position Title	Amount
Library Program and Literacy Specialist	\$33,000
Literacy Assistant	\$10,000
Total Personnel:	\$43,000

Operating Expenses

Budget Item	Amount
Books	\$7,000
Total Operating Expenses:	\$7,000

Operating Expenses-In Kind

Budget Item	Amount
Books-grants or donations	\$3,000
Supplies-grants or donations	\$1,000
Total Other Costs:	\$4,000

Indirect Costs- In Kind

Budget Item	Amount
Administration and Indirect Costs – Library Funded	\$1,000
Total Indirect Costs:	\$1,000

Requested Budget	\$50,000
Estimated Total Budget:	\$55,000

COST SUMMARY PER PROGRAM

Books Beyond Bars	Cost
Literacy Novels and Recreational Books both fiction and nonfiction	\$3,500
Math Number Power Books 1-3	\$500
Library Program & Literacy Specialist 10 hours per week	\$22,000
Library/Literacy Assistants Each 7 hours per week	\$7,700
Total Estimated Cost	\$33,500

Mother/Father Read w/quarterly Expanded Program

Children's Books	\$3,000
Library Program & Literacy Specialist 5 hours per week	\$11,000
Library/Literacy Assistants 3 hour per week each	\$2,300
Total Estimated Cost	\$16,300

PROPOSED BUDGET OF BOTH PROGRAMS:

Books Beyond Bars	\$33,700
Mother/Father Read	\$16,300
Total Requested	\$50,000

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF AMENDING THE)
POSITION ALLOCATION LISTING) Resolution No. 2017-0886

Upon Motion of Supervisor Worthley, Seconded by Supervisor Shuklian, the following was adopted by the Board of Supervisors, at an official meeting held October 17, 2017 by the following vote:

Ayes: Supervisors Crocker, Vander Poel, Shuklian, Worthley, and Ennis
Noes: None
Abstain: None
Absent: None



Attest: Michael C. Spata
County Administrative Officer/
Clerk, Board of Supervisors

By: *Dilay Ravello*
Deputy Clerk

Add, Delete, Reclassify or Amend	Effective Date	Previous Job Code	Previous Class Title	New Job Code	New Class Title	No. Of Pos	FTE	Grade	Position Number(s)	Dept ID	Job Cost Dist. No.
Add	Xx/xx/xx	082700	Library Program & Literacy Specialist			1	1	935	****	145-214	145-2800

Additional Information: It is the intention that this full-time, project service, limited term position will be established and maintained only through the support a combination of AB109 and current Library Department monies and will terminate when allocated AB109 funding is exhausted or MOU has ended. The incumbent of this position will have no layoff rights or advance notice requirement if funding is eliminated.

Explanation: Add one AB109 funded, project service, limited-term position to Library Allocation.