

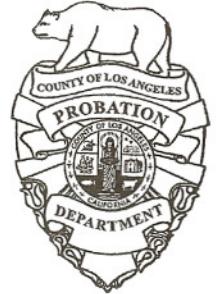


ROBERT B. TAYLOR
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CA 90242

(562) 940 – 2501



March 3, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF A STANDARDIZED AGREEMENT TO PROVIDE EDUCATIONAL COURSES THROUGH THE COUNTY OF LOS ANGELES PROBATION'S DEPARTMENT TRAINING PROGRAM

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT:

The County of Los Angeles Probation Department (Probation) is requesting that your Board approve a standardized agreement with the Los Angeles Community College District (District) to provide educational courses through the County of Los Angeles Probation's Department Training Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Chief Probation Officer to finalize and execute the attached standardized agreement in substantially similar form between Probation and the District to provide educational courses through the County of Los Angeles Probation's Department Training Program effective date of Board approval through June 30, 2009.
2. Authorize the Chief Probation Officer to negotiate and execute agreement, and similar or subordinate agreements, as to form by County Counsel, with other community college districts with all funds received deposited in a newly created Probation Special Training Fund and subsequently expended for training purposes.

PURPOSE/JUSTIFICATION OF RECOMMENDATION ACTION

The purpose of the recommended actions is to obtain approval of a standardized agreement between Probation and the District and to authorize the Chief Probation Officer to negotiate and execute similar or subordinate agreements with other community college districts.

The multiple challenges of providing highly skilled and effective Probation services to the diverse communities located throughout Los Angeles County are becoming increasingly difficult. At a time when additional resources are needed for Probation training, fewer resources are available both locally and statewide.

In order to meet some of the needs for Probation training, new and different relationships and processes need to be established. Under the proposed agreement, the Department will conduct educational courses that are offered through the District and designed for entry level and advanced probation personnel for the County of Los Angeles. Some examples of the courses that will be offered are Motivational Interviewing, CORE Correctional Practices and Level of Service Case Management. In addition, the Department will also provide all the necessary equipment and materials for these courses. Funding for the equipment and materials are within Probation's existing budget.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal 1: Service Excellence: Provide public with quality information and service that are both beneficial and responsive; and Goal #4: Fiscal Responsibility: Strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING

The District will pay Probation a portion of their community college instructional hours funding in the amount of \$3.50 per student instructional hour for Probation training courses. The Department estimates that the agreement will generate \$100,000 in revenue for the remainder of FY 2008-09 and \$400,000 for a full fiscal year. The total amount of revenue will depend on the number of trainings that occur and the number of people enrolled.

Probation will create a Special Training Fund so as track revenue generated from this agreement. No additional net County cost is needed for this agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement with the District will allow Probation to receive revenue from the District for continuing educational courses conducted at Probation and District training locations. The delegated authority we are requesting will permit a more efficient processing of additional revenue that may be generated through additional agreements with other community colleges.

The attached standardized agreement will commence following Board approval through June 30, 2009 and is renewable from year-to-year by written agreement between the District and Probation. The monetary value to Probation is estimated at a minimum of \$400,000 annually, depending upon the training that occurs.

IMPACT ON CURRENT SERVICES

It is anticipated that new relationships will be established to generate new money at no cost to the County.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer/Clerk of the Board send the adopted Board Letter and an original signed resolution to:

Probation Department
Contracts and Grants Management Division
Attention: Tasha Howard, Director
9150 E. Imperial Hwy
Downey, CA 90242

Respectfully submitted,



Robert B. Taylor
Chief Probation Officer

RBT:TH:ds

Attachment

c: Chief Executive Office
County Counsel

AGREEMENT

**BY AND BETWEEN THE
COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

AND

**THE LOS ANGELES COMMUNITY COLLEGE DISTRICT
ON BEHALF OF NAME OF COLLEGE**

This Agreement is made and entered into on _____ by and between the Los Angeles County Probation Department (hereafter referred to as the Probation Department) and the Los Angeles Community College District (hereafter referred to as the District) on behalf of Name of College (hereafter referred to as the College), to provide a District approved educational course by s College through the Los Angeles County Probation Department training program.

Witnesseth:

WHEREAS, The Probation Department conducts training programs designed for entry level and advanced probation personnel; and

WHEREAS, the continuing educational training courses are approved for college credits through the District;

WHEREAS, the College is an accredited, educational institution empowered to grant college credits for approved educational training courses;

NOW THEREFORE, the parties hereto, for the mutual covenants set forth below, agree as follows:

A. RESPONSIBILITIES OF THE COLLEGE

1. The College is responsible for the educational program conducted under the terms of this Agreement. The course of instruction to be taught under this Agreement is listed in Attachment A. The Probation Department and the District may agree to provide additional courses pursuant to terms of this Agreement as the need arises.
2. The College shall offer, at locations agreed upon by the Probation Department and the College, and consistent with the terms of Section B of this Agreement, mutually agreed upon and approved educational courses to meet the needs of the Probation Department Training Program. These locations will be provided by

10. If any course under the terms of this Agreement is held outside District boundaries, the District shall comply with the requirements of Section 55230-55232 of Title 5 of the California Code of Regulations regarding approval by adjoining high schools or community college districts and use of non-District facilities.

B. RESPONSIBILITIES OF THE PROBATION DEPARTMENT

1. In exchange for the services and payment provided by the District to the Probation Department under the terms of this Agreement, the Probation Department shall provide to the College services and equipment which includes, but is not limited to, instructors, professional experts, facilitators, support staff, educational and specialized equipment, materials, day to day management support, and all other related services and overhead necessary to implement to terms of this Agreement.
2. The Probation Department will maintain records of attendance and achievement. Records will be open at all times to officials of the College and submitted on a developed schedule.
3. The Probation Department shall provide a line-of-sight instructor of record who shall be a non-compensated employee of the District and who shall meet all the District minimum qualifications for faculty teaching in the Probation Training Program.
4. All instructional materials provided by the Probation Department to students will be at no additional cost to students enrolled in the course in connection with this Agreement. To the extent that charges will be made for student instructional materials, the charges must be in compliance with Education Code section 76365, 5 California Code of Regulations sections 59400 et seq., LACCD Board Rule 6415 and LACCD Administrative Regulation E-80.

C. JOINT RESPONSIBILITIES OF THE PROBATION DEPARTMENT AND THE COLLEGE

1. The Probation Department and the College shall each work in good faith to implement this Agreement, and shall use its best efforts to resolve any disputes informally.
2. The Probation Department shall coordinate with the College to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to the State of California mandated standards governing instructional programs.

E. PAYMENT

All payments by the District under this Agreement shall be subject to verification by the Probation Department and other appropriate State of California agencies. Classes offered under this Agreement which do not meet State requirements or District policy shall not be considered when computing the payment under this Agreement.

The District shall pay the Probation Department upon submission of a valid invoice as follows:

1. An initial payment will be made on February 15th of each year based on the number of courses taught during the preceding six-month period.
2. Final payment shall be made approximately 45 days after the receipt of funds from the State. Source data and associated developmental documentation that support the number of students taught will be presented to the Probation Department.

F. CERTIFICATIONS

3. The District certifies that it does not receive full compensation for the direct educational costs of this course from any public or private agency, individual or group.
4. The Probation Department certifies that the instructional activity to be conducted under the terms of this Agreement will not be fully funded by other sources in accordance with Education Code section 84752.

G. INDEMNIFICATION

1. The Probation Department agrees to defend, indemnify and hold harmless the District, its Board of Trustees, officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the subject matter of this Agreement and/or by reason of the actions or omissions of the Probation Department, officers, employees, representatives and agents.
2. The District agrees to defend, indemnify and hold harmless the Probation Department, its officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the subject matter of this Agreement and/or by reason of the actions or omissions of the District, its Board of Trustees, officers, employees, representatives and agents.

L. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage prepaid to the following address:

COUNTY OF LOS ANGELES PROBATION DEPARTMENT
Attention: Robert Taylor, Chief
County of Los Angeles Probation Department
9150 East Imperial Highway
Downey, CA 90242-9986

LOS ANGELES COMMUNITY COLLEGE DISTRICT
Attention: **Name of Contact**
Los Angeles Community College District
770 Wilshire Boulevard
Los Angeles, CA 90017-3856

Name of College:
Attention:

M. WAIVER

No waiver of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

N. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California.

O. AGREEMENT

This document constitutes the entire Agreement between the parties. This agreement may not be altered or modified except by the express written consent of the Probation Department, the College and the District. Each party acknowledges there are no other provisions or presentations that have not been incorporated into this Agreement. The Probation Department acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees.

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The following course(s) are currently offered under this Agreement. This list of course(s) is subject to change for each semester of instruction, with courses added to, and/or deleted from, this list. All such changes shall be made upon mutual consent of the Los Angeles County Probation Department and the Los Angeles Community College District on behalf of Name of College.

Courses for Probation:

AGREEMENT FOR INSTRUCTIONAL SERVICES

THIS AGREEMENT FOR INSTRUCTIONAL SERVICES (HEREINAFTER REFERRED TO AS "AGREEMENT") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 2008 BY AND BETWEEN

Los Angeles Community College District
770 Wilshire Boulevard
Los Angeles, California 90017
Designated Representative:

Hereinafter referred to "District", and

Los Angeles County Probation
9150 East Imperial Highway
Downey, CA 90242
Designated Representative:

Hereinafter referred to as "Agency", and

Hereinafter referred to as "Instructor".

RECITALS

WHEREAS, the District and Agency entered into an agreement to provide classes to Agency employees subject to the terms and conditions set forth in the agreement between the District and Agency; and,

WHEREAS, Title 5, California Code of Regulations, Section 58056 requires on-site instructional supervision to collect State apportionment for classes offered by the District in cooperation with Agency;

WHEREAS, Agency has duly qualified employees who can competently provide supervisory services with regard to instruction for classes offered by the District in cooperation with Agency; and,

WHEREAS, the Instructor agrees to be assigned to the District as an at-will and uncompensated temporary academic employee of the District to competently provide instructional services with regard to instruction for classes offered by the District in cooperation with Agency; and,

WHEREAS, the authority for this Agreement includes Title 5, California Code of Regulations, Section 58058(b);

- g. The Instructor shall ensure the accuracy of all information on all timesheets of technical officers and facilitators, as applicable.
 - h. The Instructor shall ensure the immediate notification to the designated District representative of a student drop date.
 - i. The Instructor shall ensure the proper and timely assignment, scheduling and notification of facilitators, as applicable.
 - j. The Instructor shall ensure the complete, accurate and timely evaluation of facilitators, as applicable.
 - k. The Instructor shall ensure regular attendance at periodic staff meetings with the District employee who serves as the District's representative.
 - l. The Instructor shall ensure that all handouts prepared or utilized for instruction are appropriate by submitting them to the District's representative for approval.
 - m. The Instructor shall ensure that daily student attendance records are accurate and current.
 - n. The Instructor shall ensure the effective use of instructional methods, technology, testing and remediation.
 - o. The Instructor shall ensure the accurate calculation of final student grades and the prompt submission of grades to the District's representative within two weeks of course completion.
 - p. The Instructor shall ensure the competent and prompt completion of all other assigned duties.
7. The District shall provide no compensation to the Instructor for any services rendered pursuant to this Agreement. Compensation shall be provided by Agency in accordance with its established and standard practices, including workers' compensation insurance.
8. The District shall provide the Instructor with orientation, an instructor's manual, course outlines, curriculum materials and any other applicable testing and grading procedures required for teaching courses under this Agreement.
9. The Agency agrees to defend and indemnify the District, its Board of Trustees, employees and agents for any claims, actions or lawsuits which may arise out of the subject matter of this Agreement, including those which may arise from times when the Instructor is actually performing on behalf of the District the responsibilities and duties listed in this Agreement at the workplace assigned by the District.