



# COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

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**MICHAEL J. HENRY**  
DIRECTOR OF PERSONNEL

May 25, 2005

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

Dear Supervisors:

## **THE LOS ANGELES COUNTY LEARNING ACADEMY CONTRACT RENEWAL (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of Personnel to sign on behalf of the County of Los Angeles, the attached agreement between the County of Los Angeles, the Trustees of the California State University, and the California State University, Northridge (CSUN), effective upon Board approval and for three automatically renewed one year terms through June 2008, to continue the Los Angeles County Learning Academy for the development and delivery of customized training programs offered through a consortium of local California State Universities, Community Colleges, and school districts in the amount of \$2,244,900 through the fiscal year ending June 30, 2006.
2. Authorize the Director of Personnel to extend the agreement for two additional one-year terms and to negotiate and execute, after approval as to form by County Counsel, appropriate amendments to deliver additional programs and services within the same terms and conditions of this agreement.

*To Enrich Lives Through Effective and Caring Service*

3. Authorize the Director of Personnel to fund the agreement as is approved in the Adopted Budget for each respective fiscal year during the term of the agreement, and to increase the cost each year by up to 20% of the amount in the Adopted Budget for that fiscal year based on performance and commensurate with the addition of similar services required to implement other training and workforce development programs, at no increase in net County cost in that year.
4. Instruct appointed Department Heads and request elected Department Heads to assist the Director of Personnel in the design and delivery of customized curricula for the development of the County workforce, and to allow qualified employees to participate in training programs offered through the Academy, based on the needs of service.
5. Officially acknowledge the change in the title of the Academy from the Los Angeles County Training Academy to the Los Angeles County Learning Academy.

#### **PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION**

The proposed recommendations support the County Strategic Plan in the area of Workforce Excellence, and enable the continuation and expansion of the design and implementation of structured employee development programs through the Los Angeles County Learning Academy. The Academy provides a strategic approach for the design and delivery of customized curriculum for County positions at various levels of the organization using a competency-based model that links job related certificate programs to business goals and strategies. The Academy also supports our progress in promoting a County culture of continuous learning.

On October 6, 1998, your Board instructed DHR, in conjunction with the Chief Administrative Office, other County departments, and the Quality and Productivity Commission, to develop a formal Countywide Management Academy. On November 16, 1999, your Board approved DHR's partnership with CSUN for development of the Los Angeles County Training Academy to meet the Board's objectives. The Academy provides a strategic approach for the design and delivery of structured employee development programs necessary to improve individual and organizational performances and to assist in addressing our succession planning issues in the County. The proposed recommendations will enable continuation of our public partnership with the California State University system and Community Colleges to design, develop, and implement programs offered through the Los Angeles County Training Academy, and officially change the name to the Los Angeles County Learning Academy.

Through the Los Angeles County Training Academy, DHR has implemented structured development programs for all levels of the organization. They include *A Diagnostic Approach for Decision Making*, a course for current County executives at the Bureau Chief level or above; *Future Focused Leadership*, a course for current County managers; *Leadership Essentials*, a preparatory course for future County managers, *Managing Today*, a preparatory course for current and future County front-line supervisors; *Staff Leadership*, a course for administrative and professional staff who are responsible for analyzing and presenting data to management; *Strategic Human Resources*, a course for current and future personnel managers; *Human Resources Technical Legal, Employee Relations and Discipline*, a course for technical personnel working in human resources; *Human Resources Technical Recruitment and Selection*, a course for technical personnel involved in County recruitment and examination processes; *Budget and Finance*, a course for personnel who work on budgets; *Fiscal Operations*, a course for personnel who work in their departments finance unit; *Contract Management*, a course for personnel who perform the contracting duties for their department; *Trainer Development*, a course for employees who are involved in training.

Overall, since the inception of the program, over 13,850 participants have attended Academy programs. To date, this agreement with CSUN and the California State University systems has offered 90 certificate programs, 17 workshops, 83 community college writing and problem solving skill building programs, and has successfully trained over 4,120 County employees.

The services financed in this agreement will provide for 14 certificate programs to train and develop an additional 325 participants, and many skill development programs and seminars which will be offered to over 2,000 employees. Certificate programs planned for the coming fiscal year include repeating many of the courses described above. We are designing new programs including a Staff Assistant Program that will help prepare individuals who work in clerical and secretarial positions for entry level administrative positions. This program is being financed by the SEIU Local 660 Labor Management Training Fund. To meet our many strategic workforce planning issues, a Mentoring Program will be designed and piloted to assist in developing managers to take over future leadership positions as defined in Strategic Plan goal 2, strategy 1, objective 3. While we will continue to offer many of the existing skill building courses and workshops, to meet the many training needs identified in the County's *Strategic Training Needs Survey*, the Academy will respond with the design and delivery of new workshops and seminars to address the priorities of the workforce. These courses will be offered in new models of shorter duration adapting to the changing needs of our departments and to provide better access to our employees. The existing programs include many levels of business writing, analytical skills and problem solving courses. New programs will include Negotiations and Mediation, Appreciative Inquiry, a Leadership series, Collaborative Teambuilding, Finance

for Non-financial Managers, Performance Management, and many others. These programs will be offered to address training issues for employees at all levels of the organization. We should also note that upon Board approval, through the Academy we will continue to provide a *Leadership Essentials* management development course to managers of the City of Los Angeles as financed by that agency.

The Academy has been honored with several local and national awards. They include, the *Gold Eagle Award*, the Quality and Productivity Commission's highest award for 2001, and a National Association of Counties 2002 Achievement Award. This recognition acknowledges the Academy's role, and the County of Los Angeles, as a model and best practice in the field of workforce development linking learning to the overall objectives of meeting County Strategic Goals. The Academy also received academic recognition when the University Continuing Education Association (UCEA) named the Los Angeles County Training Academy as the recipient of its 2002-03 Outstanding Noncredit Program Award.

### **Implementation of Strategic Plan Goals**

The recommended Board actions support the County's goal of "Workforce Excellence". Through the Academy we will continue to make progress towards enhancing the quality and productivity of our workforce. We have initiated methods to evaluate the effectiveness of quality of the many programs we offer, and modify curricula as required to continuously improve the quality. Additionally, as a result of the Countywide Strategic Survey Project, new programs will be designed to address the many training needs identified by employees and managers, required to enhance knowledge and skills of our employees and to reinforce the continuous learning of our workforce.

### **FISCAL IMPACT/FINANCING**

Upon Board approval, the fiscal impact through June 30, 2006 will not exceed \$2,244,900. The costs of the programs include the cost for designing customized curriculum, providing university instructors, tracking progress of students in numerous course modules over many certificate programs, providing classrooms, course materials, assessment instruments, audio-visual support, handling and maintaining enrollment and registration systems, maintaining records including transcripts, grades, reports for tracking and assessing programs. Additionally specific costs have been identified for assessments, textbooks, case studies, instrumentation, parking and other components of the program.

The costs of programs offered by the Community Colleges and local school districts will be offset through utilization of Average Daily Attendance and Full Time Equivalent funding resources, where applicable, to provide quality training programs at the lowest possible cost.

The total cost of the contract through June 30, 2006 is \$2,244,900. The program will be financed by appropriations in the amount of \$544,900 in the FY 2004-05 Adopted Budget which includes SEIU Local 660 Labor Management Committee training funds in the amount of \$150,000 to design and deliver a new program for Staff Assistants, and \$80,000 from the City of Los Angeles for the delivery of the *Leadership Essentials* course to their managers. In addition, \$1,700,000 has been requested in the FY 2005-06 Proposed Budget pending final adoption by your Board. Should the County choose to expand or add new programs or workshops to the Academy in subsequent fiscal years, the Director of Personnel may negotiate and execute amendments within the current terms and conditions of the agreement.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The accompanying agreement between the County of Los Angeles, the Trustees of the California State University, and the California State University, Northridge, has been reviewed by County Counsel and approved as to form. The agreement will automatically renew through June 30, 2008 and the Director of Personnel may extend the agreement for two additional one-year terms, and may negotiate and execute, after approval as to form by County Counsel, appropriate amendments to deliver additional programs and services within the terms and conditions of this agreement. The term of the Agreement will commence, upon Board approval, and run through June 30, 2008.

### **CONTRACTING PROCESS**

The agreement is authorized by Section 56 ¼ of the Charter of the County of Los Angeles, and other applicable provisions of law, which provides that the County of Los Angeles Board of Supervisors is authorized to contract with the California State University within the County for the delivery of training and development programs and services.

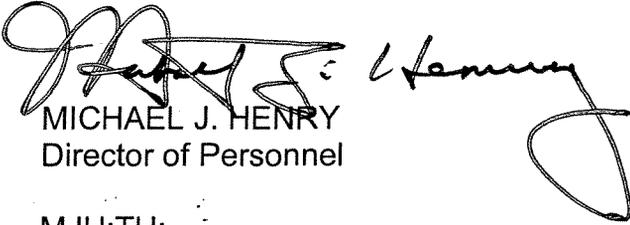
### **IMPACT ON CURRENT SERVICES**

While Certificate programs will vary in length, the typical program is approximately 100 hours in duration. Some programs, such as our Human Resources Technical Certificate Programs require fewer hours. The majority of the classes will be offered late in the afternoon and on Saturdays to minimize department impact. However, many new program models are being developed and some of the workshops and various skill building programs of shorter duration will be offered during regular County business hours. Classes will be offered at different sites throughout the County to make programs more accessible to County employees. Information regarding the program, registration forms,

The Honorable Board of Supervisors  
May 25, 2005  
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and eligibility will be sent to County departments. Planning and new program development will begin immediately, upon approval of the agreement, with classes scheduled to begin in the month of August.

Respectfully submitted,



MICHAEL J. HENRY  
Director of Personnel

MJH:TH:  
LT:sb  
Attachments

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

***LOS ANGELES COUNTY LEARNING ACADEMY***

***JOINT AGREEMENT***

CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

- AND -

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY AND

CALIFORNIA STATE UNIVERSITY, NORTHRIDGE

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## Los Angeles County Learning Academy Joint Agreement

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles (hereinafter "County") and the Trustees of the California State University on behalf of California State University, Northridge (hereinafter "Contractor") to provide the services required to implement and maintain the Los Angeles County Learning Academy.

### RECITALS

**WHEREAS**, the County and Contractor are mutually entering into this Agreement for the purpose of program design, delivery, monitoring and administration of the Los Angeles County Learning Academy (hereinafter "Academy").

**WHEREAS**, the County Director of Personnel (hereinafter "Director"), is responsible for supervising and administering the activities of the County Department of Human Resources (hereinafter "DHR"); and

**WHEREAS**, under Section 56 1/4 of the Charter of the County of Los Angeles, and other applicable provisions of law, the County of Los Angeles Board of Supervisors is authorized to contract with a California State University within the County for the delivery of training and development of programs and services; and

**WHEREAS**, the Contractor is authorized to enter into this joint Agreement; and

**WHEREAS**, the Contractor designates the California State University, Northridge, The Roland Tseng College of Extended Learning (hereinafter "The Tseng College") to manage this joint Agreement; and

**WHEREAS**, the Contractor's staff possesses the academic qualifications and the administrative expertise for the design and delivery of educational programs and is therefore authorized to perform such programs and services on behalf of the County; and

**WHEREAS**, DHR and Contractor are jointly developing a working partnership to develop and deliver high quality training programs delivered consistently to County employees using the resources of area California State Universities, local community colleges and local school districts and other academic experts; and

**WHEREAS**, DHR and Contractor wish to develop a competency-based comprehensive training program for a variety of targeted positions throughout the County, which will provide County employees with directed opportunities for professional growth and development; and

**WHEREAS**, the Director wishes to utilize the services of Contractor for the benefit of County employees.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and for the express intention of carrying out the program, the parties do hereby agree as follows:

**1.0 APPLICABLE DOCUMENTS**

Attachments A, B, C, D, E, F and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority.

**Standard Attachments:**

- 1.1 ATTACHMENT A: Standard Terms and Conditions
- 1.2 ATTACHMENT B: Statement of Work
- 1.3 ATTACHMENT C: Schedule of Costs
- 1.4 ATTACHMENT D: Contractor's Job Descriptions
- 1.5 ATTACHMENT E: Jury Service Ordinance
- 1.6 ATTACHMENT F: Safely Surrendered Baby Law Fact Sheets
- 1.7 ATTACHMENT G: Permission To Release Information Form

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Attachment A, Paragraphs A-1, "Amendment" and/or A-6, "Change Notice".

**2.0 TERM**

- 2.1 Initial Term: The initial term of this Agreement shall commence on Board Approval and shall continue in full force and effect through June 30, 2006.

## Los Angeles County Learning Academy Joint Agreement

**2.2** Automatic Renewals: After the Initial Term, this Agreement shall be automatically renewed two additional terms without further action by the parties hereto unless either party desires to terminate this Agreement at the end of either the Initial Term or First Renewal Term and gives written notice to the other party not less than thirty (30) days prior to the end of the Initial Term, or the end of the First Renewal Term, as applicable.

**2.2.1** First Renewal If this Agreement is automatically renewed, the First Renewal Period shall commence on July 1, 2006 and shall continue in full force and effect through June 30, 2007.

**2.2.2** Second Renewal If this Agreement is automatically renewed, the Second Renewal Period shall commence on July 1, 2007 and shall continue in full force and effect through June 30, 2008.

**2.3** Under the same terms and conditions, at the discretion of the Director with the consent of the Contractor, the Agreement may be amended to extend the term for up to two successive one (1) year terms, through June 30, 2010, for a total Agreement term of five (5) years.

**2.4** Contractor shall notify DHR when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DHR at the address herein provided in Paragraph 5.0, "NOTICES".

### **3.0 PROGRAM DESCRIPTION/WORK**

**3.1** Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Attachment B*.

**3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 CONTRACT SUM**

**4.1** Limitation of County's Obligation Due to Non Appropriation of Funds

The County's ability to expend money under this subsection arises from an appropriation of funds for this purpose by the County Board of Supervisors for the current County Fiscal Year. Ability to expend money for this purpose, should the Agreement be extended into succeeding fiscal years, is contingent on future appropriation of funds for such purpose by the County Board of Supervisors. County shall have no obligation to expend funds under this Agreement in excess of funds appropriated for this purpose by the County Board of Supervisors.

**4.2** County to Receive Notification At Seventy-Five Percent of Contract Maximum

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to DHR at the address herein provided in Paragraph 5.0, "NOTICES".

**4.3** No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

**4.4** Invoices and Payments

The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in the *Statement of Work, Attachment B* and elsewhere hereunder. The Contractor's invoices shall be priced pursuant to the provisions of this Agreement and shall fully comply with the Schedule of Costs as set forth in the *Schedule of Costs, Attachment C*.

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5.0 NOTICES

Unless otherwise set forth in this Agreement, notices required or permitted to be given under the terms herein or by any law now or hereinafter in effect shall be in writing and delivered to:

**County:**

**Lu Takeuchi**

*Project Manager*

Senior Human Resources Manager  
County of Los Angeles  
Department of Human Resources  
3333 Wilshire Boulevard, Suite 1000  
Los Angeles, CA 90010

**Bruce McDonald**

Principal Analyst, HR  
County of Los Angeles  
Department of Human Resources  
3333 Wilshire Boulevard, Suite 1000  
Los Angeles, CA 90010

**Contractor:**

**Joyce Feucht-Haviar**

*Dean*

California State University, Northridge  
The Roland Tseng College  
of Extended Learning  
18111 Nordhoff Street  
Northridge, CA 91330-8365

**Simin Bahmanyar**

Contractor Lead  
California State University, Northridge  
The Roland Tseng College  
of Extended Learning  
18111 Nordhoff Street  
Northridge, CA 91330-8399

**Mary Rueda**

*Manager*

*Purchasing and Contract Administration*  
California State University, Northridge  
18111 Nordhoff Street  
Northridge, CA 91330-8231

**Los Angeles County Learning Academy Joint Agreement**

**6.0 AUTHORIZED SIGNATURES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by County's Director of Personnel, and California State University, Northridge has caused this Agreement to be executed by its duly authorized officers as of the date first above written:

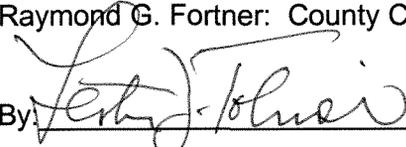
**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_

MICHAEL J. HENRY  
Director of Personnel

APPROVED AS TO FORM:

Raymond G. Fortner: County Counsel

By:  \_\_\_\_\_

Deputy County Counsel

**CALIFORNIA STATE UNIVERSITY, NORTHRIDGE  
(CSUN)**

By:  \_\_\_\_\_

Jolene Koester  
President

California State University, Northridge

The County and Contractor also agree as follows in this ATTACHMENT A:

**A-1 AMENDMENT**

Amendments to this Agreement must be in writing and authorized and executed in the same manner as this Agreement, except that the Director may negotiate and execute amendments as authorized by the County Board of Supervisors.

**A-2 ARBITRATION**

Except as otherwise provided in this Agreement, any controversy or claim arising out of or relating to this Agreement shall, upon written request of either party to the other within thirty (30) days after the controversy or claim has arisen, be settled by arbitration. Controversies or claims not presented within such thirty (30) day period will be deemed to have been waived.

The parties shall select a single arbitrator by mutual agreement. If they cannot agree upon a single arbitrator, each will choose three (3) names from a list of five (5) provided by the American Arbitration Association. From these choices, a single arbitrator will be chosen by agreement of the parties. If such agreement cannot be accomplished, either party may request the American Arbitration Association to appoint an arbitrator, in accordance with its Commercial Arbitration Rules, which rules shall govern the conduct of the arbitration in the absence of contrary agreement by the parties.

The parties shall then submit to the arbitrator a written statement setting forth the matters in dispute. If the facts are not agreed upon, the arbitrator shall promptly hold hearings in Los Angeles, California, and thereafter shall promptly reach an appropriate decision of each matter in dispute, which have been submitted to him. This decision shall be issued in writing, and shall state his reasons for such decision, and separately list his finding of fact and conclusions of law, and shall be signed by the arbitrator within thirty (30) calendar days after receipt of such statement or conclusion of such hearings. The arbitrator shall not have the power to amend or add to this agreement. Subject to such limitations, the decision of the arbitrator shall be final and binding upon the parties. The cost of such arbitration will be shared equally by the parties unless the arbitrator determines that the claim made by one of the parties is without merit, in which event the arbitrator may award costs to the other party.

**A-3 ASSIGNMENT**

This Agreement, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned by either party only upon written consent of the other party and any other assignment shall be null and void. Any payments to any assignee under this Agreement shall be subject to offset, recoupment, or other reduction for any claim which either Party may have against the other Party.

**A-4 AUTHORIZATION WARRANTY**

Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

**A-5 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Any reduction in payment notice shall not affect any training courses in progress at the time of the notice. The Contractor will submit a revised Statement of Cost to the County for future services to be provided, for mutual review and agreement. A subsequent amendment to the agreement will be processed.

**A-6 CHANGE NOTICE**

The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with a written Change Notice signed by both the Contractor and the County's assigned Project Managers.

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**A-7 COMPLIANCE WITH LAWS**

A-7.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

A-7.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

**A-8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

A-8.1 Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Attachment E* and incorporated by reference into and made a part of this Agreement.

A-8.2 Written Employee Jury Service Policy.

A-8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

A-8.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or

**Attachment A**  
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will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

A-8.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

A-8.2.4 Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such

material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**A-9 COMPLIANCE WITH WAGE AND HOUR LAWS**

Contractor shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable. County shall indemnify, defend, and hold harmless Contractor, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by County's employees for which Contractor may be found jointly or solely liable.

**A-10 CONFIDENTIALITY**

Contractor shall maintain the confidentiality of all records and information, including but not limited to test scores, grade information, status reports, evaluations and any other information concerning County employees who have either enrolled, completed, or withdrawn from any Academy class in accordance with all applicable Federal, State, and local employment laws, ordinances, rules, regulations, guidelines, and directives and or any other instructions and guidelines relating to confidentiality provided by the County.

**A-11 CONFLICT OF INTEREST**

A-11.1 No County employee whose position in County enables the employee to influence the award of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval, or ongoing

evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

A-11.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

**A-12 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor will consider the application of any qualified permanent County employees who are targeted for anticipated layoff or on a reemployment list after the effective date of this Agreement if they should apply for open positions on campus in conformance with applicable recruitment and selection regulations of the university.

**A-13 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**A-14 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

A-14.1 Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness,

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capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

- A-14.2 Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.
- A-14.3 Non-responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- A-14.4 Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether

the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

A-14.5 Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

**A-15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200), and without limiting Contractor's duty under this contract to comply with applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**A-16 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's

compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

**A-17 COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

**A-18 ELIGIBILITY VERIFICATION**

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations including but not limited to the Immigration Reform and Control Act of 1986 (P.L. 99-603) or its successors. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

**A-19 GOVERNING LAWS, JURISDICTION AND VENUE**

The Agreement shall be governed and construed in accordance with and governed by the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

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**A-20 INDEPENDENT CONTRACTOR STATUS**

This Agreement is by and between the County of Los Angeles and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and Contractor. Contractor shall bear the sole responsibility and liability for any and all workers' compensation costs which are legally required to be paid to any persons as a result of injuries arising from a connection with services performed under this Agreement.

**A-21 INSURANCE AND INDEMINIFICATION**

Contractor agrees to indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (County) from and against any and all liability and expense, including defense costs and legal fees, from the point of tender of claim, arising from or connected with claims and lawsuits for damages, injunctive relief in the case of intentional or unintentional discrimination, or workers' compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.

County agrees to indemnify, defend and hold harmless Contractor and its agents, officers, and employees from and against any and all liability and expense, including defense costs and legal fees, from the point of tender of claim, arising from or connected with claims and lawsuits for damages, injunctive relief in the case of intentional or unintentional discrimination or workers' compensation benefits relating to County's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to County's property). County shall not be obligated to indemnify for liability and expense arising from the active negligence of the Contractor.

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and shall be primary to and not contributing with any other insurance

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maintained by the County. Certificate(s) or other evidence of coverage and copy(ies) of additional insured endorsement(s) shall be delivered to the County's assigned Project Manager, 3333 Wilshire Boulevard, Suite 1000, Los Angeles, CA 90010, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Contractor to procure and maintain the following required insurance program shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement:

**A-21.1 Liability**

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

A-21.1.1 General liability insurance written on a commercial general liability form or comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising (including copyright and trademark infringement), products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.

A-21.1.1.1 If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.

A-21.1.1.2 If written on a claims made form, the Consultant shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

A-21.1.2 Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

A-21.2 Workers' Compensation: Contractor is self-insured to meet all applicable requirements of the Labor Code of the State of California covering all persons Contractor is legally required to cover.

**A-22 MERGER AND ALTERATION OF TERMS**

This Agreement, including its attachments, expresses the complete Agreement of the County and Contractor. All other understandings, agreements or any form of communication concerning the subject matter of this Agreement are superceded and are null and void. Except as expressly provided in this Agreement, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents shall be valid and effective unless made in the form of a written amendment which is executed by the parties in the same manner as this Agreement.

**A-23 MUTUAL TERMINATION**

This Agreement may be terminated by the Director or the Contractor in whole or in part, with a sixty (60) day written notice to the other party. Written notice of termination shall specify the extent to which performance of the work is terminated, and the date upon which such termination becomes effective.

Except as otherwise directed by the Director or his designee, Contractor shall:

A-23.1 Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination; and

A-23.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

Upon termination of this Agreement, Contractor shall deliver to the Director, or his designee, all work completed or in progress including all participant's records, statistical data and reports within sixty (60) business days after termination of this Agreement.

In the event of termination of this Agreement, Contractor shall comply with the provisions of Paragraph A-28, "RECORD RETENTION AND INSPECTION".

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**A-24 NON-DISCRIMINATION**

- A-24.1 The provisions of this paragraph are required by Chapter 4.32 of the Los Angeles County Code.
- A-24.2 Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that all persons employed by Contractor are and will be treated equally by Contractor without regard to or because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, marital status or political affiliation.
- A-24.3 Contractor shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap or marital status or political affiliation.
- A-24.4 Contractor agrees to allow reasonable access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by Director, or his designee.
- A-24.5 If the Director, or his designee finds that any of these provisions have been violated such violation shall constitute a material breach of Agreement upon which the Director, or his designee may terminate or suspend this Agreement. While the Director, or his designee, reserves the right to determine individually that the NON-DISCRIMINATION provision of the contracts have been violated, in addition, a determination by a Federal or California agency charged by law with making determinations of illegal discrimination shall constitute a finding by the Director, that Contractor has violated the NON-DISCRIMINATION provisions of this Agreement.
- A-24.6 In the event Contractor violates the NON-DISCRIMINATION provisions of this Agreement, County shall, at the Director's, or his designee's, option be entitled to a sum of Five Hundred Dollars (\$500), pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating this Agreement.

**A-25 NOTICE OF DELAYS**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

**A-26 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**A-27 OWNERSHIP OF WRITINGS**

All rights, title, and interest in reports, documents, or other writings, as defined in California Evidence Code §250, produced by Contractor under this Agreement shall be the exclusive property of the County. Contractor may use such writings for purposes other than those set forth in this Agreement with written permission from the Director or his designee.

**A-28 RECORD RETENTION AND INSPECTION**

Contractor agrees that the Director, or his or her designee or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records and proprietary data, must be kept and maintained by Contractor for a period of three (3) years after completion of this Agreement unless the Director, or his designee's written permission is given to dispose of material prior to this time. Audit working papers in support of audit findings shall also be retained for three (3) years. Records must be kept in the local area. If not, Contractor will pay for the cost of auditing.

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**A-29 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

**A-30 SAFELY SURRENDERED BABY LAW**

**A-30.1 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

**A-30.2 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment F* of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**A-31 SEVERABILITY CLAUSE**

The invalidity, unenforceability or illegality of any provision of the Agreement, or application of any provision to any person or circumstance shall not render the other provisions thereof invalid, unenforceable or illegal.

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**A-32 SUBCONTRACTING**

A-32.1 No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the express written consent of the Director, or his designee. Any attempt by Contractor to subcontract any performance of the terms of this Agreement without the express written consent of the Director, or his designee, shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated by Director forthwith.

A-32.2 In the event the Director, or his designee, should consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon the respective parties.

A-32.3 In the event that the Director, or his designee, should consent to subcontracting, Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

A-32.4 Any third party delegate(s) appointed by Contractor shall be specified in writing to the Director, or his designee, for advance concurrence.

**A-33 TERMINATION**

A-33.1 Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately by written notice to Contractor. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

A-33.2 In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

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A-33.3 The Director, or his designee, may, in his sole discretion, suspend Contractor's performance of services under this Agreement, in whole or in part, by giving a thirty (30) day advance written notice to Contractor. Such notice shall set forth the extent of the suspension, including but not limited to, the specific services which shall be suspended, the date upon which the suspension shall become effective, and the conditions and requirements for restoration of Contractor's performance obligations hereunder. Contractor shall fully comply with such notice of suspension. Contractor shall not perform those services specified in such notice for suspension, and Contractor shall have no claim whatsoever against County for any such services.

A-33.4 If during the term of this Agreement County funds appropriated for the purposes of this Agreement are reduced or eliminated, the Director, or his designee, may immediately terminate this Agreement upon written notice to Contractor. The termination notice shall not affect any training courses in progress at the time of the notice. Contractor shall immediately suspend further services under this Agreement.

**A-34 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph A-15, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM", shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph A-36, "TERMINATION FOR DEFAULT" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**A-35 TERMINATION FOR CONVENIENCE**

A-35.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination

to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

A-35.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

A-35.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Paragraph A-28, "RECORD RETENTION & INSPECTION".

**A-36 TERMINATION FOR DEFAULT**

A-36.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's assigned Project Manager:

- Contractor has materially breached this Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

A-36.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph A-36.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services

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similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

- A-36.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph A-36.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph A-36.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- A-36.4 If, after the County has given notice of termination under the provisions of this Paragraph A-36, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph A-36, or that the default was excusable under the provisions of Sub-paragraph A-36.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph A-35, "TERMINATION FOR CONVENIENCE".
- A-36.5 In the event the County terminates this Agreement in its entirety due to the Contractor's default as provided in Sub-paragraph A-36.1, the Contractor and the

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County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph A-36-2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract Sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph A-21, "INSURANCE AND INDEMNIFICATION."

A-36.6 The rights and remedies of the County provided in this Paragraph A-36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**A-37 TERMINATION FOR IMPROPER CONSIDERATION**

The Director may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration in any form was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**A-38 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

Each County lobbyist as defined in the Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**A-39 WAIVER**

No waiver of a breach of any provision of the Agreement by either party shall constitute a waiver of any other breach or of such provision. Failure of either to enforce at any time, or from time to time, any provision of the Agreement, shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

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**B-1 INTRODUCTION**

To improve the County workforce's organizational performance and provide quality customer service to its stakeholders, Academy has developed countywide standards for the development and delivery of its training programs. It will serve as a key mechanism to unify County operating procedures and practices so that skills are transferable not only from one position to another, but from one County department to another.

Two major concepts define the Academy and distinguish it from more traditional training approaches: first, the Academy is a long-range strategic approach to employee development; second, training curricula for all levels of the County workforce will be developed using a competency-based model that links job-related certificate programs to organizational goals and strategies. In addition, County training programs will be conducted through the Academy as single courses, and in some cases, bundled to improve skills for targeted positions within the County. Further, all training programs currently offered through DHR will come under the umbrella of the Academy.

**B-2 BACKGROUND**

In November 1999, the Los Angeles County Board of Supervisors unanimously carried the recommendation to implement the Academy through a consortium of local California State Universities, Community Colleges and School Districts. This Academy was necessary to assist in addressing long range succession planning issues and to help align the County's workforce with the County's strategic initiatives and policies by incorporating these themes in curricular design. Further, the Academy was seen as an additional benefit and attraction to recruit and retain highly talented and qualified employees as the County competed with other public and private employers. Structured certificate programs were designed for targeted management, administrative and technical positions, such as Division Chief, Section Head, Budget/Finance Analyst, Human Resources Analyst, Administrative Analyst, as well as the creation of numerous skill building programs.

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**B-3 SCOPE OF WORK**

**General Program Coordination and Administration**

Contractor shall be responsible for providing academic oversight, establishing a collaborative partnership with a consortium of local California State Universities (CSU), Community Colleges and School Districts, establish curriculum design, provide for a selection of instructors that have a professional background, credentials, and experience to provide the training program content, instruction and services required to assure that the County receives consistently high quality products and services. The Contractor will be responsible for all administrative processes to maintain the Agreement and to provide the services requested in the Agreement. Contractor will also assist County in identifying future funding sources for sustaining future academy programs as applicable.

Further, all programs are intended to assist in the training and development of existing County employees which is vital to improving and sustaining organizational performance and enhancing customer service. Programs will provide customized training for the County and the various positions within the County. Existing training programs within the County may be incorporated into the Academy in accordance with criteria agreed upon by the Director and Contractor.

The goal of the County and Contractor is to create a partnering relationship to meet the objectives of the program through project management performed by The Tseng College. The Contractor enters this Agreement with the expressed understanding that only the Contractor is bound by the Agreement as written. It is the intent of the Contractor to establish subcontracts with other area CSU and Community Colleges in keeping with the same standard terms and conditions of this Agreement.

**B-3.1 Customized Certificate Programs**

The Contractor will design and deliver customized certificate programs for which the County will own all rights to content linkage, curriculum design or revision and deliverables for such programs and evaluations. New and existing Customized Certificate Programs will be offered in accordance with available funding and schedules as outlined in this ATTACHMENT B, Statement of Work, and ATTACHMENT C, Schedule of Costs. For purposes of this Section, existing

programs include *Leadership Essentials for County Managers* (Division Chief); *Future Focused Leadership* (Incumbent Division Chief); *Practical Leadership in an Era of Turbulence-A Diagnostic Approach for Decision Making* (Bureau Chief); *Managing Today: A Skills Approach* (Section Head); : *Leadership Through Contract Management and Administration*. (Contract Manager/Analyst); *Building a Strategic Human Resources Partnership* (HR Strategy); *Productivity Network Manager: The Quality-Productivity Connection* (Productivity Managers); Human Resources Technical Certificate Program: *Employee Relations, Legal Issues and Discipline Processes*; *HR Technical: Recruitment and Selection in a Strategic Human Resources Environment*; Trainer Certificate Program; and Process Assessment Certificate Program.

B-3.1.1 Administration Requirements: Contractor shall be responsible for providing all administrative processes of the Certificate programs to assure County receives consistently high quality products and services requested in the Agreement, and will work with the Director to develop course workshops and certificate programs schedules. Contractor's administration shall include, but not be limited to the following: tracking of participants' test scores and grades; working with applicable subcontractor to ensure the timely preparation of contracted certificate programs and the presentation of course proposals to the University's Faculty Committee and the dean for appropriate review and approval as required for proposals to be approved for the issuance of a CSUN certificate and/or CEUs; the development of appropriate timelines for program development projects that will require faculty committee approval; and effective communication between Contractor's staff, subcontractor staff, faculty, students, other subject matter experts and County.

Contractor shall provide on-site assistants to act as a host, ambassador, and support specialist ensuring that the instructors and participants in the program have on-site service and support needed to ensure a positive classroom experience, including, but not limited to the following duties: classroom is clean and arranged appropriately, all

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expected equipment (clean white boards, board markers, chart pads, etc.) are in place; copying and distributing of all necessary materials to students and/or instructors as directed for each class meeting by host campus; carefully and fairly proctoring exams and overseeing the evaluation processes for the course and instructor, and then ensuring their timely arrival; and is responsible for maintaining the class roster/sign-in sheets from the respective campus they are hosting.

B-3.1.2 Content Linkage: Before courses can be designed, or an existing course is delivered, a needs analysis will be conducted by the County, or its designee to accomplish the following goals:

- Define the objectives, duties, performance requirements and other requirements of the applicable position(s) by conducting a literature review and focus group meetings with County subject matter (occupational) experts; and
- Define knowledge and other competencies required to accomplish the objectives, duties, performance requirements, etc. of the applicable position(s); and
- Assess the competencies of a sample of employees who potentially qualify to participate in the course or qualify for the targeted position(s); and
- Identify the gap between the requirements of the job and qualifications of candidates for the targeted position(s); and
- Identify those elements of the job to be addressed by the training curriculum.

Based on the above process, learner-centered course objectives will be established and appropriate learning content will be proposed by the Contractor to meet the learning objectives. Learner-centered objectives are defined by what a student should be able to do at the end of a module/course.

B-3.1.3 Curriculum Design: Based on the needs analysis and evaluations the specific curriculum and other training courses will be developed to meet the needs of the targeted levels. Part of the curriculum design will include practical application as participants will be assigned responsibility or special projects identified by the Director or the County Project Manager. Curriculum design will include customized program design including course outlines and learner-centered objectives, identification of materials, potential projects, final review of curriculum by County Project Manager, and identification of instructional staff and evaluation processes.

Contractor shall provide the County with documentation that specifies how the proposed curriculum will address the learner-centered module and course objectives, and how participants' successful achievement of the learner-centered module and course objectives will close the gap between the requirements of the job and the qualifications of candidates in the targeted position(s). Subsequent to the establishment of the learning objectives, the customized curriculum will then be reviewed by County subject matter experts to ensure content validity.

Certificate Programs with the Advanced Professional Development Certificate designation will require that the Contractor obtain appropriate approvals from their Faculty Accreditation Committee.

B-3.1.4 Deliverables for Certificate Programs: Contractor shall provide complete program descriptions and detailed syllabi for each new and existing program session, prior to the commencement of the training, which shall include lesson plans with learning objectives that are stated in terms of what participants will know or be able to do as a result of the session. They will also include a description and detailed outline of the session, copies of all materials used during the session, descriptions of how materials are to be used, any exercises or activities with objectives, instructions, and debriefing questions, make-up assignments for the

session, and any quizzes, tests, or other assessments, with scoring keys.

- B-3.1.5 Academic Oversight of each Course Offering: The contractor will provide academic oversight for each course offering. The oversight will include scheduling instructors and ensuring that instructors understand how their segment of the program integrates with the overall curriculum; instructors provide timely and substantive feedback on student assignments; continuity of the program is provided and students and instructors have an identified single contact available during the work week by phone and email to respond to student or instructor questions related to the program content, assignments, or instructional concerns; grades are filed on time; well qualified substitutes are identified and scheduled if an instructor is unable to teach; small updates to keep course materials current are made to the program content and instructors are briefed on all such modifications.
- B-3.1.6 Curriculum Revision: When custom designed programs are offered, the Director may request a change in the curriculum before a second offering if a significant problem has arisen. In addition to immediate changes, programs that are repeated may be reviewed once a year or as required by the Director. Prior to curriculum revision, approval of the Director or designee must be obtained. Curriculum revision will include working meetings with County and Contractor to evaluate educational effectiveness of the program and will include review of changing County educational needs, and corresponding changes relevant to program content will be made. If new instructors are hired to teach a revised curriculum or if new instructors are hired to teach curriculum added to an existing program, said new instructors shall be sufficiently oriented to the curriculum so that they may teach the specified changes.
- B-3.1.7 Instructors: Contractor shall identify and maintain a sufficient number of qualified instructors available to teach Academy classes. Instructors will comply with provisions of the Joint Agreement. Contractor shall ensure

that instructors as part of their participation in the Academy will provide instruction, classroom management, all class materials, make-up assignments, grades, classroom feedback, pre-post assessment material, and other duties specified by County.

New instructors shall be expected to comply with provisions of the Joint Agreement. If new instructors are hired to teach a revised curriculum or if new instructors are hired to teach curriculum added to an existing program, said new instructors shall be sufficiently oriented to the curriculum so that they may teach the specified changes.

The program instructors will include university professors, county and other subject matter experts to teach topics such as, but not limited to human resources, performance management, budgeting, accounting, contracting, purchasing, harassment and discrimination prevention, and discipline techniques

B-3.1.8 Evaluation Processes: To meet the learning objectives, Contractor shall work with County to develop monitoring and evaluation methods to ensure the quality, consistency and job-relatedness of course content. Evaluation methods may include, but are not limited to objective tests, essay tests, simulations, exercises, scoring rubrics, and any other assessment processes deemed necessary to evaluate successful achievement of course objectives.

### **B-3.2 Needs Analysis/Assessment**

Contractor shall provide (including, but not limited to) the following types of needs analyses/assessments as requested by the County's Project Manager in writing:

B-3.2.1 Program Needs Analysis: To ensure the job relatedness of training curricula, a complete structured needs assessment process will be employed which includes focus group analysis using subject matter experts, gap analysis, survey research, and technical report. The approach in the design of Certificate Programs will include the assessment of organizational needs, defining competencies for the

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targeted positions studied, and assessing readiness of potential qualified candidates on specific competencies. Needs analyses on a smaller scale will be at the discretion of the Director.

Before courses can be designed, a needs analysis will be conducted for each targeted level to accomplish the following goals:

- Assess knowledge and competencies required to enhance present and future performance; and
- Evaluate and assess the skills of a sample employee population who potentially qualify for higher level positions; and
- Identify the gap between the requirements of the job and qualifications of candidates for the targeted position; and
- Identify development of measures to demonstrate participants are achieving objectives.

Based on the above process, learning objectives will be established and appropriate learning content will be proposed by the Contractor to meet the learning objectives. Subsequent to the establishment of the learning objectives, the customized curriculum will then be reviewed by County subject matter experts to ensure content validity.

B-3.2.2 Assessment of Writing Skills: Participants in programs that are not primarily dedicated to developing writing skills, but that contain writing components will be administered a pre-course writing assessment at the program orientation. In keeping with the Academy's philosophy of inclusion, participants will not be precluded from participation based on the assessment. The assessment will be used to identify and inform participants of basic writing deficiencies that may interfere with their successfully completing the writing requirements of the program.

The writing assessments will be evaluated by the contractor and the original writing assessments and individual evaluation summaries will be returned to the County within two weeks of the program orientation. The results will be conveyed confidentially to participants

at the earliest opportunity. Participants will be provided their original writing assessment and an evaluation summary that identifies any specific areas of concern about their writing. Participants will be informed that they will be permitted to continue in the program regardless of the results of the assessment. Nevertheless, if at the end of the program, they have not successfully met the program writing requirements, they will receive a grade of Incomplete and may have to take one or more additional writing courses in order to make up the Incomplete and receive a program certificate. Participants will also be encouraged to develop and refine their writing throughout their careers and will be made aware of Academy writing programs.

**B-3.3 Curriculum Content Validation**

Contractor shall verify in a review process with County subject matter experts and managers that the content of the curriculum developed following the Program Needs Assessment is appropriate and should enhance the current and future performance of participants in the target job. The review sessions shall:

- Review of each of the program and session objectives to document the extent to which they follow directly from the results of the needs analysis and that they reflect knowledge or behavioral proficiency requirements for the target job.
- Review of the curriculum described in the session syllabi to document the extent to which the curriculum is expected to address the session objectives.

**B-3.4 Certificate Program Trainer Orientation**

For each new Certificate Program there will be meetings for both University and County trainers delivering course content to ensure continuity of material to be covered in each program. Contractor will work with DHR to design and conduct curriculum planning sessions for Academy trainers as identified by the County and Contractor. Curriculum planning sessions for all course instructors includes overview of lesson plan and learning objectives and reading material and exercises to avoid duplication to appropriately integrate their materials in the design of the program and reinforce learning objectives in other sessions.

**B-3.5 Textbooks**

Textbooks and learning aids will be purchased at a number equal to the number of enrollees approved by the Academy with an additional set of Textbooks and learning aids for the County Project Manager. Any unused materials will be given to the Academy by the Contractor, whereby if applicable, those materials may be used in subsequent Cohorts.

**B-3.6 Parking**

Contractor will provide parking at costs. County employees enrolled in Academy classes will not be billed individually for parking on the campuses of any CSU, Community College, school district, or other facility providing services under this Agreement. Whenever possible the Contractor will attempt to arrange parking free of charge.

**B-3.7 Speakers/Vendors**

Contractor shall provide guest speakers for the delivery of specific training program content, workshops, special network events, seminars, employee development interventions, Academy graduate receptions, and any other Academy event for which the County deems a speaker or educational vendor appropriate. Speakers or vendors shall be identified by the County or selected collaboratively by the Director or his designee and Contractor with recommendations as needed from other local CSU, other local universities, Community Colleges and school districts and/or their affiliates.

**B-3.8 Community College Programs**

New and existing Programs will be offered by local community colleges, as requested by the County, in accordance with available funding and the provisions as outlined below and ATTACHMENT C, Schedule of Costs.

3.8.1 Administration: Contractor shall be responsible for providing all administrative processes of the Community College Programs to assure County receives consistently high quality products and services. They will work with Community Colleges selected by the County to plan and successfully deliver programs specified by the County in the

Agreement, and ensure that there are efficient working relationships with all collaborating subcontractors, namely CSUs, community colleges, and other subject matter experts.

- 3.8.2 Needs Analysis/Content Linkage: Before new courses or existing courses can be delivered, a needs analysis may be required to be conducted in accordance with and identified under section B-3.1 Certificate Programs , which may include, but not be limited to, content linkage, curriculum design, deliverables for certificate programs, curriculum revision, instructors, and evaluation processes.

### **B-3.9 Skill Building Programs**

New and existing Skill Building Programs will be offered by community colleges, universities, and other instructors in accordance with available funding and provisions as outlined below and ATTACHMENT C, Schedule of Costs.

- 3.9.1 Administration Requirements: Contractor shall be responsible for providing all administrative processes of the Skill Building Programs to assure County receives consistently high quality products and services. They will work with subcontractors to plan and successfully deliver programs specified by the County in the Agreement, and ensure that there are efficient working relationships with all collaborating subcontractors, which may include CSUs, other universities, and other subject matter experts.
- 3.9.2 Needs Analysis/Content Linkage: Before new courses or existing courses can be delivered, a needs analysis may be required to be conducted in accordance with and identified under section B-3.1 Certificate Programs, which may include, but not be limited to content linkage, curriculum design, deliverables for certificate programs, curriculum revision, instructors, and evaluation processes.

### **B-3.10 University Certificate Programs or Course Series**

The Director may ask the Contractor to provide information on established credit, noncredit, or CEU certificate programs or course series offered by

colleges and universities that cover specified content. If an already established certificate program or course series is found that covers the specified content, the Director can ask the Contractor to arrange for a cohort to be offered for the Academy.

In such cases, the Academy would not pay for custom design of the program and would not own the program. The Academy may wish to have the program modified in part or adapted for County needs. The Contractor would negotiate with the college or university that owns the program. The deliverables and standards of quality shall be consistent with those described in section B-3.1.

**B-3.11 Available or Custom Designed Short Courses and Seminars**

The Academy responds to a changing range of educational needs for County staff. In some instances these educational needs are best addressed by short courses or topical seminars. When these needs are addressed by the Director, the Director will consult with Contractor about the need, the expected learning outcomes and the staff for which the program is intended. The Contractor will conduct a search for a program with the appropriate content, level and instructional design. If such a program is available that would meet County needs with minor to moderate modification and adaptation, the Contractor will consult with the college or university offering the program to determine willingness to work with County to provide the programs within the specifications of the County. The deliverables and standards of quality shall be consistent with those described in section B-3.1.

Final planning will include one or more direct meetings or conversations between the Director, the Contractor, and the college or university providing the program to ensure that the program will be appropriately modified and taught to meet the needs of the County Learning Academy.

Short skill based workshops may include the de-aggregation of original 100 hour Certificate programs developed for the County.

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**B-3.12 Brochure and Marketing Materials**

Contractor will assist in the design and production of marketing brochures, and Academy catalogs as requested by the Director. Prior approval of all costs by the Director will be required. The costs for productions of such material will be billed based on actual costs not to exceed budget allocation. Invoices will reflect all direct costs and any processing fees and include the name of the brochure/catalog, number of copies printed and received.

**B-3.13 Single Source Program Management /CSU Collaborative**

The Contractor will provide all management and administrative services to implement a Single Source CSU collaboration to coordinate services delivering across multiple CSU campuses and educational departments, which includes, but is not limited to, the broadest range of curriculum advice beyond the positions listed below and the expectation that the Contractor will put forth the full expertise of the college. Single source management and administrative services includes salary and benefit costs for the following positions: Contractor Lead, Senior Program Coordinator, Project Coordinator, Administrative Assistant, and On-Site Assistants. (A brief summary statement for each position is noted below and a full job description for each position is attached hereto and more fully set forth as Attachment D)

- *Contractor Lead:* To provide program development, project management and team supervision that will supply, but not be limited to the following specific duties: ensuring appropriate action(s) for full compliance with the terms and conditions of the primary contract by CSUN, subcontractors, other partners and subject matter experts; securing the successful delivery of program components; monitoring of the County project budget including approving expenditures and invoices for payment; attending program planning meetings; providing guidance to staff in identifying potential problems and subsequently providing diligent and effective resolution; and setting the standards for implementation of high quality student services, communications with students, and quick resolution of student problems.
- *Senior Program Coordinator:* To ensure good working relations with all

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partners of the Academy, providing collaboration with all CSUs, community colleges and other subject matter experts for completion of tasks and deliverables as noted in the Statement of Work of the primary contract; develop and maintain project management timeline for any and all contract benchmarks; secure classrooms, parking permits, a/v equipment and other necessary on-site support at applicable campuses; prepare purchase orders and see them to fruition for timely delivery of texts, instruments, articles, binders, etc.; establish and maintain collaborative relationships with course instructors, and other applicable learning staff; track all expenses associated with the Academy making regular reports to the Contractor's Senior Program Director; schedule and support "special speaker" events and other ceremonies where applicable; prepare timely and correct invoices for submission to County; and the maintenance of all records of work done by the Contractor as it relates to the Academy keeping long term records of things such as deliverables, billings, payments, registrations for the life of the contract.

- *Project Coordinator:* Coordinate and manage the support services for the Academy, by ensuring for smooth connections between the work of program development and the support of these programs in collaboration with applicable subcontractors and subject matter experts; determine faculty needs for room set-up; recruit and assign instructors for course instruction and maintain instructor files; assist in the compilation and distribution of instructor welcome packet(s) including course outlines, student listings, parking information and driving directions; work with applicable subcontractors to collect and compile drafts and/or sources of course materials; and prepare preliminary prototype of course binders including all faculty biographies, contact information, course handouts, course outlines etc.
- *Administrative Assistant:* Provides for broad ranging Academy related assistance and project management support to the Contractor's Senior Program Director, including, but not limited to the following specific tasks: developing, updating and maintaining registration and course planning

database; collecting and maintaining all student information ensuring complete records; overseeing University registration of participants in University programs offered for the County; responding to on-going inquiries from faculty and students for questions relating to administrative issues; drafting, finalizing and mailing notification letters and documents to students; and working with applicable subcontractors to coordinate class scheduling and preparing for each course all applicable registration materials.

All costs are to be in accordance with Attachment C, Schedule of Costs.

**B-3.14 Distance Learning**

The Contractor, at the request of the County, will design and/or deliver programs through new distance learning technologies to further enhance accessibility. Services may include software training as well as, but not limited to the design of customized web-based courses. Contractor will ensure that it enables E-learning content and applicable software to meet the Sharable Content Object Reference Model known as "SCORM", a standard in the industry of E-learning which is a series of E-learning protocols that specify ways to catalog, launch, and track course objectives. SCORM compliance will ensure that the County receives deliverables that allow web-based learning management systems to find, import, share, reuse, and export learning content in a standardized way. All costs for such services will require prior review and approval by the Director. Invoices will reflect actual cost and include name of participants, name of classes, and the date of classes.

**B-4 RESPONSIBILITIES**

**B-4.1 County Responsibilities**

*Personnel*

- B-4.1.1 The Director shall be responsible for administration of this Agreement, as specified herein, on behalf of the County.
- B-4.1.2 The Director may designate a Project Manager and/or a Principal Analyst, who may, to the extent authorized by the Director and subject to the Director's supervision, administer this Agreement on behalf of

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the Director. The Director will notify Contractor in writing of the name, telephone number and mailing address of the person or persons so designated, and at every subsequent change in such designation during the term of this Agreement.

- B-4.1.3 The Director or his designee may, based on the needs of the County, add, expand, or modify educational programs and training related services desired by the County and covered within the scope of this agreement.
- B-4.1.4 The Director or his designee will retain the right of final approval of all program content and curricula developed.
- B-4.1.5 County shall comply with all applicable ordinances, rules, regulations, guidelines and directives of the Trustees of the California State University and California State University, Northridge as they relate to confidentiality. County shall obtain signed Permission to Release Information Forms from participants and provide to Contractor.

*Equipment and Services. The County may provide use of the following for the duration of the Academy:*

- B-4.1.6 If it is determined by the Director that additional equipment or classrooms are necessary, he or she may request that the Contractor secure it. The Director or his designee will monitor Contractor's usage of equipment when it is determined that the County will provide classroom space and/or equipment. If it is determined by the Director that equipment repair is necessary, he or she shall recommend that the County replace or repair said equipment.
- B-4.1.7 The Director or his designee will allow reasonable access to County subject matter experts, space and services specifically required for the design and development of the Academy. The County will cooperate with Contractor to conduct assessments of training needs for the design of program content and program curricula.

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- B-4.1.8 The County shall retain whatever interest it has, ownership or otherwise, in equipment, supplies, computer programs, or any other form of property, including intellectual property, furnished by the County for use in the Academy.
- B-4.1.9 *Ownership of writings.* All rights, title, and interest in reports, documents, or other writings, as defined in California Evidence Code §250, produced by Contractor under this Agreement shall be the exclusive property of the County. Contractor may use such writings for purposes other than those set forth in this Agreement with written permission from the Director or his designee.
- B-4.1.10 Participants in this program will be obligated to meet CSU, Community College or school district admissions, attendance and other requirements as defined for each approved course of the Academy.
- B-4.1.11 The County shall arrange for payment of fees as set forth in Attachment C, Schedule of Costs.
- B-4.1.12 The Director, by written notice, may instruct the contractor to decrease services, decrease staff work load, reduce costs as programs or enrollments decline, as identified by the County and covered within the scope of this Agreement by the earliest possible date or within thirty (30) days.
- B-4.1.13 The Director or his designee may contract, expand, modify or add any educational or training-related services desired by the County and covered within the scope of this Agreement.

**B-4.2 Contractor Responsibilities**

- B-4.2.1 Contractor shall designate one (1) person as their Contractor Lead. This person shall be the primary point of contact and reference for day-to-day administrative and operational issues including, but not limited to:

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- obtain and maintain quality of programs to sustain academic approval for Advanced Professional Certifications for specific certificate programs; and
- assure collaboration and facilitation among faculty and staff in curriculum design, assessments and preparation of course material; and
- review and monitor instructors, faculty and subcontractors compliance with primary contractor's curriculum standards such as development of syllabus, curriculum design, course accreditation, instructor qualifications, and faculty substitutions; and
- resolve problems related to class scheduling and adequate provisions of faculty in order to accommodate scheduling; and
- collaborate with all subcontractors such as community colleges, Los Angeles Unified School District adult education, MOD, other subject matter experts, and CSU's to plan and successfully deliver programs for the County; and
- manage, plan, document, implement and monitor the contract, subcontracts and all subsequent amendments and Change Notices to the contract and subcontracts; and
- resolve operational and administrative issues such as parking, site locations, awarding of certificates, invoices, speakers, web-site management including, but not limited to testing, audio-visual, tracking of assignments, grades, scores, attendance, and maintaining effective correspondence with participants.

Contractor shall notify the Director in writing of the name, telephone number and mailing address of their Contractor Lead and the person or persons so designated for the curriculum design and assessments. Further, Contractor shall notify the Director in writing of every

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subsequent change in such designation during the term of this Agreement.

- B-4.2.2 Contractor will subcontract with the California State University, Northridge, Center for Management and Organizational Development, (hereinafter "MOD"), or where applicable as deemed by the Director, another subcontractor in accordance with the provisions of Attachment A, Standard Terms and Conditions, Paragraph A-32, "SUBCONTRACTING" for the curriculum design, job analyses/assessments, certificate program trainer orientation, and for the selection of instructors with the professional background, training, experience and credentials to design, provide the training program content, instruction, and services required for this Academy and to assure that the County receives consistently high quality products and services.
- B.4.2.3 County may select subcontractors or request the contractor identify subcontractors for each project identified under this contract. Contractor, working closely with the Academy, will define projects and deliverables and solicit subcontractors for performance. Contractor shall work with subcontractor to define the project, define any agreed upon changes to the original project, monitor outcomes and deliverables, develop and monitor subcontracts, ensure quality, review change notices, monitor invoices, monitor progress, monitor quality, and other tasks assigned at the beginning of the project.
- B-4.2.4 Contractor may subcontract for curriculum revision and instructional oversight. Contractor must provide documentation that such need exists for the revision, present detailed curriculum revisions and justifications, and must submit a proposal to County for prior approval before commencement of any work.
- B-4.2.5 Contractor will work with County's Project Manager in the development of customized curriculum for classes in the Academy. To ensure job relatedness of curricula, a structured needs

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assessment process will be employed which includes, but is not limited to, focus group analysis using County subject matter experts, assessments of qualifications, survey research, identification of qualification gaps, content validation, and linkage of curriculum which could fill the training gap. If curriculum does not accurately represent needs described by the focus groups(s), Contractor will submit revised curricula within 30 days at no charge to the County for any extra work required to be performed by the Contractor.

- B-4.2.6 Contractor shall work with DHR to establish criteria for the assessment of instructional quality, for the assessment of the quality of learning, and to ensure the instructional strategies employed are appropriate for teaching working adults.
- B-4.2.7 Contractor shall allot sufficient time for all testing/assessments in the class schedule. Any changes in a program that may affect scheduled assessments, e.g., by necessitating a revision or reordering of materials shall be approved by County's Project Manager and/or the designee before program materials are printed and at least two weeks prior to the first class session. Contractor shall inform instructors regarding the testing/assessment schedule and how it will impact instructional time before the program cohort begins.
- B-4.2.8 Contractor shall develop and submit a Schedule of Sessions identifying specific session dates and instructors for each course program cohort within a reasonable amount of time, but no later than 30 business days prior to the start of each course.
- B-4.2.9 Contractor shall maintain a sufficient number of qualified instructors available to teach Academy classes. Contractor shall present to the County, 60 days before the start of a scheduled class, a listing of qualified instructors for each Academy class and County shall have final approval of the instructors selected by the Contractor.
- B-4.2.10 Contractor shall secure all necessary instructional staff to teach sessions in the event scheduled instructor(s) are unable to teach

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agreed upon session(s). Replacement instructors must be pre-approved by the Director or his designee.

- B-4.2.11 Contractor shall ensure that instructors as part of their participation in the Academy will provide, review, and revise pre-post assessment material as required for the programs that complies with assessment principles and standards specified by County's Project Manager.
- B-4.2.12 Contractor shall provide program participants with course and registration information within a reasonable amount of time, but no later than 30 days prior to the course orientation session start date. Late participant additions will be handled on a case-by-case basis.
- B-4.2.13 Contractor shall have complete, up-to-date, relevant and accurate materials and other learning aids available on the first day of class.
- B-4.2.14 Contractor shall obtain necessary approvals to use specialized copyright materials in Academy courses designed and/or delivered through Contractor such as, but not limited to, assessment instruments, readings and instructional exercises as required.
- B-4.2.15 Contractor shall work with subcontracting community colleges and school districts in the development and delivery of courses as identified by the County and Contractor which may include additional classroom sites, instructors, and such other services which may be required to deliver courses.
- B-4.2.16 Contractor shall coordinate and secure classroom space and equipment which is provided by the cooperating California State University, community college, school district campus, County sites or other facilities.
- B-4.2.17 Contractor, while on County property, will adhere to building security, fire safety and will secure County property including, but not limited to, furniture, library, computers, software, and supplies.
- B-4.2.18 Contractor, whenever appropriate, shall provide facilities and resources for distance education and technology-assisted education

**Attachment B**  
**Statement of Work**  
**Los Angeles County Learning Academy Joint Agreement**

and shall ensure the appropriate mix of delivery modes will be used in Academy courses.

- B-4.2.19 Contractor shall ensure that certificate program schedules include one and one half hours at the program orientations for distribution of participant evaluation forms and administration of pre-tests/assessments and one half hour at the end of the programs to complete and collect participant evaluations.
- B-4.2.20 Contractor shall maintain program participant enrollment and performance records that include, but are not limited to, participant's name, employee #, department and work unit name, work address, course titles, dates, times, and location of attendance, total hours, enrollment status, and course grades. Contractor shall maintain signed Permission to Release Information Forms for participants. Contractor shall provide information to County, upon request, on those participants who have a signed Permission to Release Information Form on file. Contractor and all instructors will maintain the confidentiality of test scores and any information concerning participants in accordance with Paragraph A-10, "CONFIDENTIALITY" of Attachment A, "Standard Terms and Conditions" and in compliance with Family Educational Rights and Privacy Act (FERPA).
- B-4.2.21 Contractor shall make recommendations and coordinate the most cost-effective course development and delivery methods, including where applicable, the utilization of Average Daily Attendance (ADA) and Full Time Equivalent (FTE) funding resources.
- B-4.2.22 Contractor shall facilitate the acquisition of Continuing Education Unit (CEU) credit for programs delivered through the Academy, where applicable.
- B-4.2.23 Contractor shall provide County's Project Manager and/or the designee direct access to Contractor's program participant enrollment

**Attachment B**  
**Statement of Work**  
**Los Angeles County Learning Academy Joint Agreement**

and grade information system for the purpose of, but not limited to, inputting County examination results and grades.

- B-4.2.24 Contractor shall provide the County, upon request, with computer data files in a requested format that include program participants' Social Security Numbers and their assignment, project, and test scores/grades for specified programs and cohorts.
- B-4.2.25 Contractor shall obtain final grades from instructors for each course within a reasonable amount of time not to exceed 10 business days from the course end date. Grading in the programs shall reflect the extent to which participants have achieved the program objectives and shall be based on assessments, assignments, and projects that encompass all program objectives, which include the tracking of incomplete, and/or make-up assignments to meet exit standards.
- B-4.2.26 Contractor shall develop and maintain written exit standards, i.e., what participants must know or be able to do in order to be deemed to have successfully completed the program. The criteria shall be operationalized with suitable measures and the measures shall be applied consistently. These exit standards must be approved by the Director or his designee.
- B-4.2.27 Contractor shall award appropriate professional development certificates and certificates of participation on behalf of the Academy to employees successfully completing Academy Learning programs in keeping with County and University policies. Contractor will generate these certificates within 5 business days of receipt of grades and forward to DHR for appropriate signature(s). Upon receipt from DHR, Contractor shall obtain appropriate signatures and award certificates to participants within 5 business days.
- B-4.2.28 Contractor shall provide the Director or his designee with monthly status reports on all registered County employees who have either enrolled, completed, withdrawn, received an incomplete status or non-passing grade, or have successfully completed a certification

curriculum in the Academy. Reports will be provided by the 15<sup>th</sup> of each month, or as requested by the Director or his designee.

**B-4.3 Joint Responsibilities**

- B-4.3.1 The Director or his designee and Contractor will evaluate the progress of the program to determine the effectiveness and determine whether County need or quality of the program and services will sustain program continuation.
- B-4.3.2 Contractor and the Director or his designee shall continually assess program effectiveness and Contractor shall participate in ongoing assessment of the Academy.
- B-4.3.3 The Director or his designee may contract, expand, modify or add any educational or training-related services desired by the County and covered within the scope of this Agreement.

**B-5 QUALITY CONTROL AND ASSURANCE**

- B-5.1 The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the County's Project Manager for review. The plan shall include, but may not be limited to the following:
  - B-5.1.1 Method of monitoring to ensure that contract requirements are being met;
  - B-5.1.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- B-5.2 The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in this Agreement under Attachment A, Standard Terms and Conditions, Paragraph A-16, "COUNTY'S QUALITY ASSURANCE PLAN".

**Attachment C-  
Schedule of Costs  
Los Angeles County Training Academy Joint Agreement**

During the initial term of this agreement, the following services may be provided by the Contractor in accordance with the terms of the Agreement. All funding is subject to the final budget adopted by the Board of Supervisors for each fiscal year and authorized by the director or his designee for the initial term or any future extensions. Contractor will provide invoices to the County's Project Manager for all services within 15 working days from receipt and acceptance of deliverables as outlined in Attachment B, "Statement of Work (SOW)". Invoices will include, but not be limited to the information requested for the following services:

**C-1 Customized Certificate Program Costs (SOW B-3.1) \$1,031,900**

The following is a list of County training Certificate Programs that may be offered through the Learning Academy and its required number of hours. The cost of each Cohort is based on Cohort size. Additional Certificate Programs may be added to this list, based on the needs of the County and, upon written approval by the DHR Project Manager.

<b>Certificate Program</b>	<b>Price per Cohort</b>
Administrative Analyst #12, 13 25 students at \$37/hourx104 hour	\$96,200
Budget and Finance Certificate #3 25 students @ \$37/hourx100 hours	\$92,500
Bureau Chief #2 16 students @ \$60 per hour/60 hours	\$57,600
Contract Manager Analyst 25 students @\$37hourx100 hours	\$92,500
Division Chief #17, 18 25 students @\$37/hour x 100 hours	\$92,500
Human Resources Technical – Employee Relations & Discipline #11 & #12 25 students @ \$37/hourx44 hours	\$40,700
Human Resources Technical – Recruitment & Selection # 8 25 students @ \$47/hrx32 hours	\$37,600
Human Resources Technical – Trainer #4 15 students @\$75 /hourx40 hours	\$45,000

**Attachment C-  
Schedule of Costs  
Los Angeles County Training Academy Joint Agreement**

Human Resources Strategy 25 students @ \$37 /hourx100 hours	\$92,500
Incumbent Division Chief 25 students @ \$37hrx52hours	\$48,100
Incumbent Division Chief – City of LA #3 25 students @\$37hrx68 hours	\$62,900
Productivity Manager 25 students @ \$37.00/hourx64 hours	\$59,200
Section Head #18, #19 25 students @ \$37.00/hourx100 hours	\$92,500
Staff Assistant #1 25 @ \$37/hourx100 hours	\$92,500
Work Measurement 25 students @ \$37hourx 100 hours	\$92,500

The minimum cohort size is 25 with the exception of two programs as indicated above. Additional participants may be added to each cohort at a flat fee of \$350.00 per participant.

For each Certificate Program 50% of each course fee will be paid upon receipt of an invoice from Contractor after final confirmation of course enrollment, after 10 hours of instruction. The initial invoice for each Certificate Program will delineate the name of students enrolled, start date and program name. The initial invoice should be submitted within 15 working days after 10 hours of instruction has been completed. The balance of each course will be paid upon course completion and receipt of deliverables. The final invoice for each Certificate Program should be submitted to the County's Program Manager 15 days after completion of the course.

**C-2 Needs Analysis/Assessments (SOW B-3.2) \$31,000**

1. Program needs assessments shall be billed on an actual cost basis, not to exceed \$25,000 per assessment. Prior written approval by the Director is required for all work, deliverables and costs for each project. Contractor will submit invoices for work provided to complete each program needs assessment or Job Analyses in accordance with

**Attachment C-  
Schedule of Costs**

**Los Angeles County Training Academy Joint Agreement**

Attachment B, Statement of Work. Invoices will be issued upon completion and acceptance of each project analyses by the County's Project Manager.

2. Writing assessments shall be billed on an actual cost basis not to exceed \$1,000 per cohort in which a writing assessment is required.

**C-3 Curriculum Content Validation (SOW B-3.3) \$7,000**

Contractor shall verify in a review process with County subject matter experts and managers that the content of the curriculum developed following the Program Needs Analysis is appropriate and should enhance the current and future performance of participants in the target job. The review sessions shall:

- Review of each of the program and session objectives to document the extent to which they follow directly from the results of the needs analysis and that they reflect knowledge or behavioral proficiency requirements for the target job.
- Review of the curriculum described in the session syllabi to document the extent to which the curriculum is expected to address the session objectives.

Content review and validation will be conducted and services will be reimbursed based on costs not to exceed \$7,000 per 100 hour Certificate Program and \$3,000 for 58 – 32 hour Certificate Programs. Prior written approval by the Director is required for all work, deliverables and costs for each project.

Invoices will be issued upon completion and acceptance of design and service delivery and shall include the date, number of hours, and all direct expenses and name of staff for each project and all costs not to exceed the amount indicated.

**C-4 Certificate Program Trainer Orientation (SOW B-3.4) \$7,000**

For each new certificate program there will be 2-3 meetings for both University and County trainers delivering course content to ensure continuity of material to be covered in each program. Costs will be based on actual meeting costs per session but not to exceed \$7,000 for 100 hour Certificate Programs and \$3,000 for 58-33 hour Certificate Programs. Prior written approval by the Director is required for all work, deliverables and costs for each project.

**Attachment C-  
Schedule of Costs  
Los Angeles County Training Academy Joint Agreement**

Invoices will be issued upon completion and acceptance of design and service delivery and shall include the date, number of hours, names of all staff providing the service, and all costs, not to exceed the amount indicated.

**C-5 Textbooks (SOW B-3.5) \$55,000**

The costs for textbooks shall be billed based on actual costs and not exceed \$150 per student per class or certificate program. Additionally approvals to use specialized copyright materials such as assessment instruments, readings, exercises may also be required in the design of programs, and will also be billed based on actual costs. Actual costs will include all discounts provided to the Universities, community colleges and schools, tax, shipping and agency processing charges. Textbooks and learning aids will be purchased at a number equal to the number of enrollees approved by the Academy. Unused materials will be given to the Academy by the Contractor. Invoices shall include the number of textbooks, title of textbooks, and actual costs as delineated above.

**C-6 Parking (SOW B-3.6) \$38,000**

The contractor will be responsible for providing parking convenient to class.. Whenever possible this parking will be free for students of the academy. When university or community college parking is not free, the costs will be billed to the County. The costs for student parking will be determined based on the customary school parking costs per student and prorated for the duration of the certificate program and not to exceed such cost.

Invoices shall include the name of parking participant, location of parking (name of campus), agency, units of service, and billing rate.

**C-7 Speakers/Vendors (SOW B- 3.7) \$250,000**

The use of speakers or vendors will be used to enhance training curriculum with prior approval of the Director. Speakers may be used for special network or workshop events, at sites designated by the County, as part of the curriculum, at graduate receptions, or other occasions where a speaker may be requested by the Director. The costs for such services will not exceed

actual cost.

Invoices will reflect actual costs and include the name of speaker, agency, site and equipment, course/program in which speaker/vendors participated and date.

**C-8 Community College Programs (SOW B-3.8) \$460,000**

The Contractor or the Director may recommend the design and delivery of programs through Community Colleges. To the extent possible program costs will be offset through use of average daily attendance and/or full-time equivalent funding resources. All programs will be offered at actual costs, which include, but are not limited to, required CSU agency fees, off site campus, course materials, textbooks, parking, equipment rental and other actual costs, and all programs and billing processes will require prior review and approval by the Director. Contractor will enter into and manage all subcontracts with community colleges.

Invoices will reflect actual costs and include name of participants, name of classes, location of community college, date of classes.

**C-9 Skill Building Programs (SOW B-3.9) \$170,000**

The Contractor or the Director may recommend the design and delivery of skill building programs. To the extent possible program costs will be offset through use of average daily attendance and/or full-time equivalent funding resources. All programs will be offered at actual costs, which include, but are not limited to, required CSU agency fees, off site campus, course materials, textbooks, parking, equipment rental and other actual costs, and all programs and billing processes will require prior review and approval by the Director. Contractor will enter into and manage all subcontracts with community colleges, universities or other vendors to offer skill-building programs.

Invoices will reflect actual costs and include name of participants, name of classes, location of CSU, community college, or other vendor and date of classes.

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**C-10 University Certificate Programs or Courses Series (SOW B-3.10)**

The Contractor, at the request of the County, will provide established university programs and courses to meet county needs. All programs will be offered at actual project cost established by the County and Contractor at the inception of the project and all programs and billing processes will require prior review and approval by the Director.

Invoices will reflect actual cost of course delivery, and include name of participants, name of classes, and the date of classes.

**C-11 Available or Custom Designed Short Courses and Seminars (SOW B-3.11)**

The Contractor, at the request of the County, will provide short courses and seminars to meet county needs. All programs will be offered at actual project cost established by the County and Contractor at the inception of the project and all programs and billing processes will require prior review and approval by the Director.

Invoices will reflect actual cost of course modifications, design and delivery and include the name of participants, name of classes, and the date of classes.

**C-12 Brochures and Marketing Material (SOW B-3.12) \$20,000**

The Contractor will assist in the design and production of marketing brochures and Academy catalogs. Prior approval of all costs by the Director will be required. The costs for productions of such material will be based on actual costs not to exceed budget allocation.

Invoices will reflect all direct costs and any processing fees and include the name of the brochure/catalog, and number of copies printed and received.

**C-13 Single Source Program Management /CSU Collaborative \$175,000**

**(SOW B-3.13)**

The Contractor will provide all management and administrative services to implement the Single Source CSU collaboration to coordinate services delivered across CSU campuses and educational departments. This includes salary and benefit costs for the following positions: Contractor Lead (30%) Project Coordinator (60%), Administrative Assistant (90%) and Program Coordinator at MOD (80%).

**Attachment C-  
Schedule of Costs  
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Invoices will be issued no sooner than the first 10 days of each fiscal quarter in the amount not to exceed \$43,750 and will include the name of employees, titles, and salary and employee benefits charged for each quarter.

**C-14 Distance Learning (SOW B-3.14)**

The Contractor, at the request of the County, will design and/or deliver programs through new distance learning technologies to further enhance accessibility. Classes shall include software training as well as other customized curriculum online skill building courses.

All programs will be offered at actual project cost established by the County and Contractor at the inception of the project and all programs and billing processes will require prior review and approval by the Director.

Invoices will reflect actual cost of design and upon course delivery include name of participants, name of classes, and the date of classes.

**Total Costs** **\$2,244,900**

## **CONTRACTOR POSITION DESCRIPTIONS**

**04/15/05**

**California State University, Northridge  
The Tseng College of Extended Learning**

**Contractor Lead –  
LA County Learning Academy Project**

**Assignment:** 30% of time assigned to LA County Learning Academy Project  
**Reports to:** dean, The Tseng College of Extended Learning

**About the LA County Learning Academy Project**

The University through the Tseng College of Extended Learning (ExL) is taking the lead in a public-public partnership to establish and provide long-term academic support for the Los Angeles County Learning Academy, an innovative approach for the ongoing Learning and development of the County workforce to improve organizational performance and to provide quality customer service. There are two major concepts that define this project and distinguish it from more traditional programs, both within the County and the CSU. The first involves establishing a network partnership between the County, the CSU, the Community Colleges, and at times UCLA and the public school districts to meet the Learning and development needs of LA County. This large scale, public-public cooperation represents an unprecedented effort to meet the projected job needs of public sector employees for the next century and an unparalleled collaborative partnership among public sector educational institutions. Secondly, the program curricula for all levels of the County workforce are being developed using a competency-based subcontractor that links job-related certificate programs to specific business goals and strategies of LA County. This multiyear project and the public-public partnership has the potential to be a national subcontractor.

*Duties and Responsibilities for the LA County  
Learning Academy ExL Project Team*  
(30% of duties)

**Program Development, Project Management, and Team Supervision:** The primary responsibility of this position is the creation of and effective senior management of new programs. Within the Tseng College of Extended Learning (ExL), the term program is used to describe a broad range of educational relationships and study opportunities that extend the University's resources in

scholarship and teaching to those outside the University who might best benefit from them. This contractor lead is a senior professional with significant responsibility for identifying promising new program directions and forming and working with teams of University faculty and representatives from the target audience to shape programs that are distinctive and academically excellent. This is a position for a high energy and very talented individual accustomed to working on multiple creative tasks with a variety of stakeholders, and time limitations. All program developed are expected to comply with all relevant University academic policies and WASC standards.

Specific duties for the LA County Learning Academy ExL project team include:

- Serve as primary representative for the University's work with LA County on the LA County Learning Academy Contract and the public-public partnership between the LA County Learning Academy and the CSU. Serve as primary contact with LA County for planning, documenting, and implementing and agreed upon changes or amendments to the contract. Ensure that the resources of the University and its network of collaborators for this project provides all services and programs agreed to in the contract with LA County. Collaborate appropriately with CSUN service units and senior colleagues in ExL and other academic affairs units to consider changes in or extensions of the LA County contract before agreements are reached.
- Administer and interpret the LA County contract and its provisions. Take appropriate action to ensure that the terms and conditions of the contract are met fully by CSUN, the subcontractors, and partners.
- Draft, negotiate, and manage all subcontracts in keeping with LA County needs and contract specifications.
- Work with subcontractors such as the community colleges, LAUSD adult education group, subcontractors, and other CSUs to plan and successfully deliver programs specified by the County in the contract.
- Work with the County to explore alternatives for program delivery and program enhancement particularly through asynchronous educational technologies.
- Work with the County, ExL Staff, and outside vendors (as appropriate) to develop web site for the LA County project.
- Identify project and task specific working groups and works with those groups to plan and successfully deliver program and program components incorporating educational technologies as appropriate.

- Prepare with the ExL LA County project staff and dean of ExL and manages the annual contract budget. Prepare end of fiscal year financial reports and presents that report to the dean of ExL.
- Negotiate, draft, and manage MOUs with collaborating CSU partners and other collaborating or subcontracting organizations or institutions (such as community colleges).
- Take the lead in communicating with collaborating CSUs, community colleges, and other partners regarding program development, program delivery, and program instruction. For programs developed by subcontractors, work with the subcontractors to recruit and maintain appropriate cadres of well qualified instructors.
- Provide guidance for the staff in identifying potential problems, avoiding them, or resolving them quickly and effectively. Directly handles particularly sensitive or challenging problems or requests from LA County, program participants, instructional designers, or the instructors.
- Monitor LA County project contract budget, and approves expenditures and invoices for payment.
- Work with the associate dean of ExL to manage staffing levels, engagement, information flow, and service quality for the LA County contract required from other ExL units and teams as appropriate -- academic support, Web design, financial management, information systems and services, distance education, and registration.
- Work with the subcontractors and subcontractors' staff to ensure the timely preparation of contracted certificate programs and the presentation of course proposals to the University's Faculty Committee on Extended Learning and the dean of ExL for appropriate review and approval as required for proposals to be approved for the issuance of a CSUN certificate and/or CEUs.
- Attend curriculum design and program planning meetings with various subcontractors to ensure that the director and support staff anticipate program structure and content and are able to plan ahead as well as provide early information in response to inquiries.
- In collaboration with the dean of ExL, communicates with CSUN administrators regarding LA County Contract related MOUs or instructor pay and other relevant University policy issues.
- Help LA County identifies and appropriately consider educational technology options for enhancing the delivery of particular programs or

program components. Confer with ExL director of distance education on such issues.

- Represent ExL and the University at key meeting and special events (Board of Supervisors). In collaboration with the dean and LA County helps identify and invite other senior officials from CSUN and other CSUs who should attend particularly high profile events or meetings.
- Oversee the work of all ExL LA County project staff and ensures excellence in the timely delivery of well designed programs and services.
- Set the standards for and ensure implementation of high quality student services, communications with students, and quick resolution of student problems.
- Work closely with the subcontractors to ensure that all programs and services subcontracted are delivered effectively and on time; works with the subcontractors to identify and anticipate and avoid or quickly solve problems as soon as they arise; and work with the subcontractors to ensure effective and regular communications among stakeholders in support of smooth management of the LA County Contract.

04/15/05

## **California State University, Northridge The Tseng College of Extended Learning**

Senior Program Coordinator – LA County Learning Academy Project

**Reports to:** ExL Contractor Lead of the LA County Learning Academy  
Project

**Assignment:** 60% of time.

### **About the LA County Learning Academy Project**

The University through the Tseng College of Extended Learning (ExL) is taking the lead in a public-public partnership to establish and provide long-term academic support for the Los Angeles County Learning Academy, an innovative approach for the ongoing Learning and development of the County workforce to improve organizational performance and to provide quality customer service. There are two major concepts that define this project and distinguish it from more traditional programs, both within the County and the CSU. The first involves establishing a network partnership between the County, the CSU, the Community Colleges, and at times UCLA and the public school districts to meet the Learning and development needs of LA County. This large scale, public-public cooperation represents an unprecedented effort to meet the projected job needs of public sector employees for the next century and an unparalleled collaborative partnership among public sector educational institutions. Secondly, the program curricula for all levels of the County workforce are being developed using a competency-based subcontractors that links job-related certificate programs to specific business goals and strategies of LA County. This multiyear project and the public-public partnership has the potential to be a national contract.

### *Duties and Responsibilities for the LA County Learning Academy ExL Project Team* (60% of duties)

**Project Management:** The coordinator works as part of a team coordinating and managing the support services for the LA County Learning Academy Project. All of the team members work for the Tseng College of Extended Learning (ExL) with one position assigned to work on-site with the Center for Management and Organizational Development in the University's College) of Business and Economics.

The coordinator in this position has responsibility for ensure smooth working connections with all partners in the LA County project including subcontractors, partnering community colleges, collaborating CSUs, the County team working on the project, and others who might be identified by the LA County for completion of particular components of the project.

Attachment D  
Contractor Position Descriptions  
Los Angeles County Learning Academy Joint Agreement June 2005

The coordinator in this position has primary responsibility for the following components of the work:

- ❑ Oversee the duties of the Administrative Assistant and collaborate as necessary to ensure program success.
- ❑ Develop and maintain project management timeline (MS Project) for each course and for general contract benchmarks. For those aspects of the project that involve work to be completed by subcontractors, work with the LA County project coordinator assigned to work with subcontractors to develop and manage a shared timeline.
- ❑ Ensure complete and timely communication about all timelines and deadlines with subcontractors, collaborators, and CSU partners.
- ❑ Prepare, in consultation with the ExL contractor lead for the LA County project, all ExL bills for the County, tracks the progress of all bills using Excel, follow up working with ExL fiscal staff and the County if there are problems with billing or timely bill payment. For bills to be developed and submitted by subcontractors to ExL for the LA County project, work with the subcontractors coordinator to ensure bills are in the correct format and that there is a shared tracking system that allows easy reference to a bill's progress through the system from various stages of information gathering and preparation through submission and payment.
- ❑ Prepare purchase orders and see purchases through the system for timely delivery of sufficient quantities of texts, instruments, articles, binders, and other items required for the LA County project. Ensure timely follow up with University purchasing and vendors, timely delivery of goods and materials, and compliance with all University, state, and county purchasing and related subcontracting policies.
- ❑ Coordinate design and production, with ExL marketing unit, of binder covers and other special course documents, work with other subcontractors (community colleges, K-12 adult education, and the like) to do the same for programs for the County offered with their sponsorship
- ❑ Obtain and compile master binder set of articles, outlines, course schedules, etc. for timely submission to printer, determine quantity, and ensure timely delivery. For programs being developed or revised by subcontractors, work with the LA County project coordinator on-site with subcontractors to develop the appropriate timeline for course material preparation and delivery for compilation and duplication. Work as appropriate with other course providers (community colleges, other CSU partners, and the like) to ensure that high quality course materials are prepared, duplicated, and delivered in a timely fashion.
- ❑ Keep all records of work done by ExL for the LA County project. Keep long-term record of all deliverables, billings, payments, registrations, etc for the life of the LA County Learning Academy contract. Access such records and provided appropriate reports or documentation as required by LA County or the University.
- ❑ In collaboration with ExL LA County contractor lead, develop and nurture collaborative relationship with CSU partners with particular attention to program delivery policies and standards, billing formats and procedures, and all expectation for on-site logistics and program support.
- ❑ Secure classrooms, a/v equipment, parking permits and local on-site support at CSU campuses hosted program offerings or at other designated sites for each course. Develop and maintain a close working relationship with a primary senior contact at the

Los Angeles County Learning Academy Joint Agreement June 2005

host site. Ensure effectively and timely communication of all relevant information and work to quickly and collaboratively resolve any problems that arise.

- ❑ Visit and inspect any proposed new sites for program delivery to ensure that selected spaces will meet the needs of the planned course and provide expected levels of comfort and amenities to participants. Oversee distribution of or personally deliver course books, binders and registration materials to program site (may be other CSU campuses, LA County facilities, community colleges, or the like).
- ❑ Administer on-site course registration at the start of each CSU sponsored course offering. May also be called upon to provide the same service working with other partner programs. Coordinates efforts on site with local extended learning staff when collaborating CSU is host site.
- ❑ Establish and maintain direct collaborative relationship with course instructors to meet instructional needs such as handouts distribution and test administration. When subcontractors is responsible for course planning of an offering, works with the ExL LA County project coordinator assigned to subcontractors to coordinate communication with all instructors.
- ❑ Establish and maintain direct collaborative relationship with collaborating CSU extended learning staff at program site to ensure appropriate identification of, instruction of, and monitoring of the on-site programs support assistant who will attend at least the first hour of two of every class meeting at the host site and who will help ensure timely delivery of course rosters and student handouts, proctoring and return of tests, collection and return of class journals and projects.
- ❑ Create and expedite instructor contracts and paychecks.
- ❑ Approve and expedite payment for services and products provided by CSU partners and vendors
- ❑ Prepare invoices for submission to county. Develop in consultation with the ExL LA County contractor lead and in collaboration with the coordinator working on sit with subcontractors a share approach to tracking of bills from preparation through payment.
- ❑ Track all expenses associated with the LA County project and report regularly to ExL LA County contractor lead.
- ❑ Coordinate structuring, maintenance and staffing with LA County and ExL staff for the LA County Learning Academy "800" program information number.
- ❑ Work closely with County Learning Academy staff to schedule and support "special speaker" events and recognition ceremonies.
- ❑ Track and coordinate all components of the LA County contract to ensure that tasks are completed and serviced provided regardless of how many offerings are being planned at how many different sites working with whatever number of subcontractors and partners.

**Writing and Editing in English:** The coordinator supports faculty working on the development of course materials often by providing help with editing and writing. In addition to ensuring that all course material going into student notebooks, instructor guides, and classroom handouts (including test) are error free and clearly written, other writing and editing duties might include correspondence, reports, meeting summaries, and project updates. The drafting and editing of such written reports is a major responsibility of the coordinator. This position is responsible for ensuring that all written material put forward is clear, stylish, effective, and error free.

**Coordination, Follow Through, And Record Keeping:** The coordinator organizes and facilitates support services for the LA County contract. Duties in this area include keeping up to date on the programs, projects, and task responsibilities of different members of the faculty team, facilitating communication among senior members of the team, between subcontractors and ExL, between ExL and collaborating CSUs, and responding knowledgeably to inquiries from others working on the LA County Learning Academy project. The coordinator is responsible for keeping track of tasks/assignments given by the director or designated project leaders to others (individuals, teams, task groups, or the like) and following up with professionalism and strong interpersonal skills to ensure that tasks/assignments are completed in a timely fashion.

The coordinator is responsible for designing and overseeing, in close collaboration with other ExL LA County Project team member, the filing and record-keeping system for subcontractors' aspects of the LA County Project to ensure historical records of office and project activities can be retrieved easily by all working on the LA County Learning Academy project for planning, tracking, and reporting.

**Relationship Building and Public Relations:** The coordinator plays a key role in sustaining and enhancing a wide range of internal and external relationships on behalf of ExL, the University, and the LA County Learning Academy project. The coordinator helps to expedite and facilitate the relationship between ExL and all working partners.

04/15/05

**California State University, Northridge  
The Tseng College of Extended Learning**

**Position Description**

**Project Coordinator – LA County Learning Academy Project**

**Reports to:** director of the Center for Management and Organizational Development (MOD)

**Work Schedule and Salary Range:** This is an 80% position – four days per week, 8am to 5pm, Monday through Thursday, 32 hours per week. Starting salary range low 30's to high 30's (depending on experience and qualifications) plus University benefits.

**“As the only four-year university in the San Fernando Valley in Los Angeles, California State University, Northridge serves one of the most diverse communities in the nation. The University and the Tseng College of Extended Learning are proud to serve this unique community and to offer courses and programs that advance the educational, professional and personal goals of students; help them to develop their talents and skills to the utmost; and meet the needs of society and the modern day work place. These goals are rooted in the faculty’s distinguished research and scholarship. Cal State Northridge is dedicated to helping students reach their full potential.”**

Louanne Kennedy  
Interim President

About California State University, Northridge:

California State University, Northridge is at a particularly exciting juncture in its organizational history. The University’s senior leadership has joined with faculty in an extensive effort to reconsider and redirect the University for the future. The statement from the president cited above captures some of the commitment, energy, and imaginative leadership that characterize the University today.

California State University, Northridge is a comprehensive university offering undergraduate and graduate programs to approximately 27,000 degree-seeking students, drawing on the scholarship and teaching expertise of over 1,600 faculty. The University offers the baccalaureate degree in 50 disciplines and graduate degree programs in 41 professional and academic fields. The University is distinguished by its nationally recognized excellence in fields such as music, film and media studies, speech and communications disorders, and developmental biology. The University is also home to a wide variety of study centers and institutes that foster multidisciplinary scholarship in areas such as ethics and values inquiry, engineering technologies,

Los Angeles County Learning Academy Joint Agreement June 2005

telecommunications, achievement for the physically disabled, Asian movement arts, educational psychology, regional history, cancer and developmental biology, learning technologies and more.

The University's 335-acre campus is located approximately twenty-five miles northwest of central Los Angeles on the north ridge of the San Fernando Valley near the Santa Susanna Mountains. The region surrounding the University is characterized by diversity of natural settings, urban to rural; diversity in population -- ethnic and racial; and diversity of educational, recreational, and cultural resources. Within a thirty-minute drive are the delights of ocean and beaches, mountain ranges, deserts, and city life.

### **About the LA County Learning Academy Project**

The University through its The Tseng College of Extended Learning is taking the lead in a public-public partnership to support the Los Angeles County Learning Academy, an innovative approach for the ongoing Learning and development of the County workforce to improve organizational performance and to provide quality customer service. There are two major concepts that define this project and distinguish it from more traditional programs, both within the County and the CSU. The first involves establishing a network partnership between the County, the CSU, the Community Colleges, and at times UCLA and the public school districts to meet the Learning and professional development needs of LA County staff. This large scale, public-public cooperation represents an unprecedented effort to meet the projected job needs of public sector employees for the next century and an unparalleled partnership among public sector educational institutions. Secondly, the program curricula for all levels of the LA County workforce are being developed using a competency-based model that links job-related certificate programs to specific business goals and strategies of LA County. This multiyear project and the public-public partnership has the potential to be a national model.

### *Duties and Responsibilities for the LA County Learning Academy Project* *(Four days per week, 32 hours, Monday – Thursday, 8am to 5pm)*

**Project Management:** The coordinator works as part of a team coordinating and managing the support services for the LA County Learning Academy Project. While all team members work for the Tseng College of Extended Learning (ExL), this particular position is the one that is located on-site with the Center for Management and Organizational Development in the University's College (MOD) of Business Administration and Economics and reports for day-to-day work to the director of that center. MOD has a significant responsibility for the development of one large set of the academic programs that the LA County Learning Academy comprises. To ensure that there is a smooth connection between the work of program development and the support of those programs, this position work on-site and in close collaboration with MOD while also acting as a member of the ExL overall support team for this project to ensure that there is smooth flow and strong follow through on all aspects of the work. The coordinator in this position has primary responsibility for the following components of the work:

- With the director determine county approved sites, dates and times and communicate these plans to the ExL support team 2 months ahead of the planned course start. Does not confirm dates with faculty until after discussion with ExL support team to ensure that the proposed dates do not present a problem for the managers of the proposed site and facilities.

Attachment D  
Contractor Position Descriptions  
Los Angeles County Learning Academy Joint Agreement June 2005

- ❑ Determine faculty (CSU and County) needs for room set-up, and A/V needs of MOD designed county courses. Communicate these needs in a well-designed written format to ExL support team six weeks before the start of each program.
- ❑ Help the director recruit and assign instructors to each University sponsored course in the LA County project. Gather CV's and other relevant contact information from prospective instructors. Keep instructor files. Convey instructor CV and contact data to ExL support staff as soon as possible. Help the MOD director develop a timeline for each offering and keep on schedule to ensure that instructors are identified at least six weeks before each program and all relevant information conveyed to ExL support staff colleagues.
- ❑ Work collaboratively with ExL staff to compile and distribute an instructor welcome packet (for CSU and County faculty) including course outline, student list, parking instructions, permits and driving directions to the appropriate campus. With the ExL Administrative Assistant, submit this packet for review to the MOD Director and ExL Project Director. When approved by both, forward the packets to instructors, with a welcoming letter from the directors.
- ❑ Work with the ExL support staff to ensure that the ExL project director is quickly in touch with each instructor identified to answer terms-of-employment questions and issue a contract.
- ❑ Manage MOD director's calendar for LA County project, arrange meetings, secure meeting sites, take responsibility for confirming meeting with all, and providing support services to the meeting.
- ❑ Take minutes for MOD LA County project related meetings and shares with all parties attending and those who missed the meeting. Ensure that minutes highlight decisions made, tasks assigned and to whom, and task deadlines.
- ❑ Work with ExL LA County project staff to make and keep ongoing project tracking shared data bases using project management and Excel software. Ensures that all aspects of the project are calendared and tracked with clear indications of which tasks are next and who is responsible.
- ❑ Work with faculty and MOD director to collect and compile drafts and/or sources of course materials. Organize material in collaboration with faculty and prepare preliminary prototype of course binder that has the approval of MOD faculty and director. (Binder will include all faculty biographies and contact information, course handouts, course outlines and readings, etc.) Deliver a complete course material pack to ExL project staff at least four weeks before the start of the program so materials can be duplicated, compiled, and prepared for timely deliver to the course site.
- ❑ Work with instructors and MOD director to compile detailed session-to-session outlines for each offering so that it is clear what on-site support needs will be required (AV, handouts, test proctoring, test collection, test return, etc). Give this completed session-to-session outline to ExL project staff six weeks before the start of the course so that on-site support can be arranged and coordinated.
- ❑ Notify all affected instructors (CSU and County) of upcoming tests and the lengths of these tests so that they can plan their sessions accordingly.
- ❑ When a new curriculum is being developed by MOD for LA County, if that curriculum is expected to lead to a CSUN certificate, the curriculum must be approved as a certificate program by the University's Faculty Committee on Extending Learning. This committee meets on the third Wednesday of the month in October, November, February, March, and

Los Angeles County Learning Academy Joint Agreement June 2005

April. Planning and scheduling for the launch of a new certificate must include a timeline that includes review and approval from this committee. Thus, for example, for new certificate programs to be launched between May and mid-November, the curriculum must be approved by the faculty committee at its April meeting which would require curriculum materials to be in the hands of committee members during the first week of April. The coordinator will work with ExL project team staff to develop appropriate timelines for program development projects that will require faculty committee approval.

- ❑ Serve as the main point of contact to address student questions related to course content and academic matters (such as making up missed classes or completing late assignments). This may involve responding to students immediately, conferring with appropriate faculty before responding to the student, or referring the question to the appropriate faculty for response. Student questions must receive a timely response (within 24 hours whenever possible) to ensure high customer service standards are maintained.
- ❑ Maintain familiarity with the content of all programs for LA County that were developed by MOD (as well as LA County-developed material) so that the coordinator can answer many student questions about the program.
- ❑ Ensure a smooth and timely flow of material from MOD faculty and instructors to ExL project staff (tests, new course materials, etc).
- ❑ Work with the MOD director to identify all course texts that will need to be ordered and convey that information to ExL project staff six weeks before each course.
- ❑ Work with MOD director to prepare subcontractor invoices for submission to the contractor. Ensure that all invoices are in keeping with the financial terms of the Subcontract. Coordinate with ExL project staff for the submission of invoices.
- ❑ Keep records of all MOD meetings related to the project and who attends in case such information is needed to support invoices to the County.
- ❑ Working with the MOD director, schedule and plan any necessary train-the-trainer sessions for each course. Keep record of topics covered and who attended in case the County wishes to have that information. Let ExL project staff know when such sessions are scheduled and when completed.
- ❑ Communicate decisions, materials and requests to the ExL staff within mutually established timeframe. Work collaboratively and positively with ExL project staff, MOD director, and faculty to identify and resolve problems quickly. Develop project management and communication systems working with ExL project staff so all stakeholders get timely information and can see easily where the project is and what tasks are to be done (including the movement of billings through the various systems) so that problems that might result from incomplete or late information are avoided.

**Writing and Editing in English:** The coordinator supports faculty working on the development of course materials often by providing help with editing and writing. In addition to ensuring that all course material going into student notebooks, instructor guides, and classroom handouts (including test) are error free and clearly written, other writing and editing duties might include correspondence, reports, meeting summaries, and project updates. The drafting and editing of such written reports is a major responsibility of the coordinator. This position is responsible for ensuring that all written material put forward is clear, stylish, effective, and error free.

**Billing and Financial Record Keeping:** The coordinator is responsible for drafting all bills that MOD must submit to ExL or LA County for the LA County Learning Academy Project. Bills must be accurate, calculated correctly, in keeping with the amounts defined in the work subcontracted to MOD (or as amended in an approved written statement from the project director for LA County), and supported by the documentation LA County specifies. Format and content of the bills must follow approved models. The coordinator has responsibility for fielding questions about the bills and tracking in collaboration with other members of the ExL LA County Project Team as well as the flow of bills forward from submission date to payment date so that delays might be addressed and the process facilitated for speedy bill submission and payment.

**Coordination, Follow Through, And Record Keeping:** The coordinator organizes and facilitates the work of the MOD director and the MOD faculty team. Duties in this area include keeping up to date on the programs, projects, and task responsibilities of different members of the faculty team, facilitating communication among senior members of the MOD team and between MOD and ExL, and responding knowledgeably to inquiries from others working on MOD-led aspects of the LA County Learning Academy project. The coordinator is responsible for keeping track of tasks/assignments given by the director or designated project leaders to others (individuals, teams, task groups, or the like) and following up with professionalism and strong interpersonal skills to ensure that tasks/assignments are completed in a timely fashion.

The coordinator is responsible for designing and overseeing, in close collaboration with other ExL LA County Project team member, the filing and record-keeping system for MOD aspects of the LA County Project to ensure historical records of office and project activities can be retrieved easily by all working on the LA County Learning Academy project for planning, tracking, and reporting.

**Relationship Building and Public Relations:** The coordinator plays a key role in sustaining and enhancing a wide range of internal and external relationships on behalf of ExL, MOD, and the LA County Learning Academy project. Duties in this area include planning and hosting meetings, ensuring that those who work with the LA County Learning Academy Project feel that it is defined by excellent and responsive customer services (for internal and external clients), and giving clear and correct information about each aspect of the project. The coordinator helps to expedite and facilitate the relationship between MOD and ExL as well as between MOD and the various faculty contributing to each aspect of the work subcontracted to MOD.

## Qualifications

**Education:** Bachelor's degree from an accredited university is strongly preferred. A master's degree is a plus.

**Communication Skills:** Excellent oral and written communication skills in English are required. Demonstrated ability to compose and edit advanced and complex correspondence and reports in English is a must. Demonstrated ability to communicate clearly and concisely in both oral and written English communication complex ideas, projects, and programs is required. Demonstrated ability to consistently produce error-free English communications is a must. Demonstrated ability to accurately hear and represent the ideas and objectives of others.

**Public Relations Skills:** Strong interpersonal skills are required. A positive and enthusiastic working mode is a must. Demonstrated ability to work with individuals with different backgrounds and working styles is required. Demonstrated ability to manage important partner and client relationships with tact and diplomacy is required. Demonstrated ability to build and maintain a strong network of interpersonal and team working relationships in a must.

**Project Management Skills:** Demonstrated experience in successful project, program, or event management is required. Demonstrated ability to effectively set-up and manage a project with a variety of stakeholders from start to finish is required. Demonstrated ability to organize multiple tasks and to coordinate their on-time delivery is essential. Demonstrated ability to identify and clarify priorities, take initiative, meet deadlines, and attend to details is required.

**Information Technology Skills:** Strong computer skills are required. Demonstrated ability to use computer applications to structure and manage projects, to write and edit documents, to prepare and track budgets, to manage contacts and relationships, and to do research is a must. Strong skills are required in email, Internet/web, contact management software, spreadsheet software, word-processing and document preparation software, and calendar programs.

**Organizational Skills:** The demonstrated ability to work effectively in a complex organization is required. A demonstrated ability to make sound judgments and to take effective action in organizational context is required.

**Leadership and Working Style:** Demonstrated ability to effectively lead project teams, committees, and working groups is important. The person in this position must be a self-starter with a strong work ethic, a positive attitude, integrity, honesty, and a respect for the talents and humanity of others. A collaborative and communicative working style is a must. The coordinator is expected to be professionally patient, calm, reflective, sensible, tactful, and imaginative in getting results through problem solving.

**Reliability:** The ability to work at a fast pace and to be exceptionally reliable in all matters from attendance to project management is an essential part of this position.

**California State University Northridge  
The Tseng College of Extended Learning**

**Administrative Assistant –  
LA County Learning Academy Project**

**Reports to:** ExL Project Coordinator for the LA County Project  
**Assignment:** 90% of time

**About the LA County Learning Academy Project**

The University through the Tseng College of Extended Learning (ExL) is taking the lead in a public-public partnership to establish and provide long-term academic support for the Los Angeles County Learning Academy, an innovative approach for the ongoing Learning and development of the County workforce to improve organizational performance and to provide quality customer service. There are two major concepts that define this project and distinguish it from more traditional programs, both within the County and the CSU. The first involves establishing a network partnership between the County, the CSU, the Community Colleges, and at times UCLA and the public school districts to meet the Learning and development needs of LA County. This large scale, public-public cooperation represents an unprecedented effort to meet the projected job needs of public sector employees for the next century and an unparalleled collaborative partnership among public sector educational institutions. Secondly, the program curricula for all levels of the County workforce are being developed using a competency-based subcontractor based coordinator and representative el that links job-related certificate programs to specific business goals and strategies of LA County. This multiyear project and the public-public partnership has the potential to be a national subcontractor based coordinator and representative el.

**Duties and Responsibilities for the LA County  
Learning Academy ExL Project Team  
(90% of duties)**

**Assistance to the Contractor Lead and Coordinator:** Provides broad ranging LA County project related assistance and project management support to the ExL contractor lead and the ExL project coordinator. Among the specific duties and tasks are:

- ❑ Develop, update, and maintain registration and course planning database (PeopleWare) for University sponsored and other County Learning academy programs. Build each course structure into PeopleWare and manage registration for designated programs.
- ❑ Collect and maintain all student information (address, signature, e-mail, etc.) and follow up with students to ensure complete records.
- ❑ Maintain group e-mail lists for each cohort and communicate relevant course information via e-mail to these cohorts whenever possible.
- ❑ Oversee University registration (SOLAR or ExL 4D or Other Database) of participants in University programs offered for the County.
- ❑ Provide all necessary first-contact student services, solve student problems, keep student records, provide academic record reports to students, and address special student needs such as handicapped services.
- ❑ Respond to on-going inquiries from faculty and students for questions related to parking and other administrative issues.
- ❑ Communicate and coordinate directly with county personnel regarding participant selection and participant notification for each program. Confirm this list with the County before the start of each program and forward it electronically for County records.
- ❑ Draft, finalize, and mail welcome/notification letters and other documents to students.

Assist the subcontractor -based coordinator and representative with the design and production, in collaboration with ExL marketing unit, of binder covers and other special course documents. Work with subcontractors and collaborators (community colleges, subcontractor -based coordinator and representative , K-12 adult education, and the like) to do the same for all programs offered as a part of the LA County contract.

- ❑ Assist the coordinator with compiling and preparation of a master binder set of articles, outlines, course schedules, etc. for timely submission to printer and delivery to the course in appropriate quantity.
- ❑ Work collaboratively with the subcontractor -based coordinator and representative and the ExL team to coordinate class scheduling.
- ❑ Prepare, for each course, registration material (rosters, receipt documents, name cards, signs, etc).

- ❑ Organize and maintain file system, paper and electronic, for retention of county contract documents including course records, participation, and grades.
- ❑ Communicate with students to keep them apprised of their status regarding progress and grades for the course.
- ❑ Work with subcontractor -based coordinator and representative to compile and distribute welcome packets for all instructors, including a course outline, student list, parking instructions, parking, and driving directions to the appropriate campus. With the coordinator, submit this packet for review to the LA County Director designee, subcontractor -based coordinator and representative and ExL Contractor Lead. When approved by both, forward the packets to instructors, with a welcoming letter from the directors.
- ❑ Issue Certificate of Advanced Professional Development or Certificate of Participation to participants whose grades and program completion records show that they have earned the certificate awarded for the program in question.
- ❑ Assist the ExL LA County contractor lead and ExL LA County coordinator in planning meetings, hosting meetings on CSUN campus, preparing and distributing appropriate reports, preparing budget documents, and the like.
- ❑ Assist program coordinator in scheduling and supporting “special speaker” events and recognition ceremonies for students.
- ❑ Generate ad hoc reports and/or data exports as requested by the County for integration into their databases and records.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**SAFELY SURRENDERED BABY LAW**

# No shame. No blame. No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

**¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

**¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

**¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

**¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

**¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

**¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

**¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

**¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

**¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adnde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

**Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***

# PERMISSION TO RELEASE INFORMATION FORM

### PERMISSION TO RELEASE INFORMATION

I hereby provide consent to CSUN College of Extended Learning to provide the County of Los Angeles Department of Human Resources access to information listed below that pertain to my participation in a Los Angeles County Training Academy certificate program. The records include:

- Pre and Post-test scores
- Class participation grades
- Writing competency scores
- Final class project grades
- Grade for the class/course
- Name/Address/Telephone/Email
- Gender /Ethnic Level
- Date of Birth
- County Employee I.D. number
- County Payroll Title
- County Department

These and other records are collected for research purposes only and will be considered as strictly confidential. Under no circumstances will any individual's record be discussed with or disclosed to anyone outside the research team. Management will not have access to individual records and information will be used only as aggregate (group) data. Individuals will not be identified in any reports that are produced.

I understand that the County of Los Angeles, Department of Human Resources will only use this data for the purpose of evaluating the long-term effectiveness of the training provided in the certificate program.

This permission covers all courses taken as part of the Los Angeles County Training Academy offered through California State University, Northridge (CSUN) or other California State Universities and community colleges.

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#### **Section A: Student Information**

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Name: \_\_\_\_\_ Student I.D. # \_\_\_\_\_ (I.D. # will be filled by CSUN)

Previous Name (if applicable) \_\_\_\_\_ SSN: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

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#### **Section B: Consent to Disclose Records to a Third Party**

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I hereby give my consent to disclose all of the items listed above as a condition of participating in this Los Angeles County Training Academy Program for the purpose of evaluating the long-term effectiveness of the training provided in the certificate programs. I understand that the information will be disclosed to the:

Organizational and Employee Development Division  
 County of Los Angeles Department of Human Resources  
 3333 Wilshire Boulevard, Suite 1000  
 Los Angeles, California 90010

**Student Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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