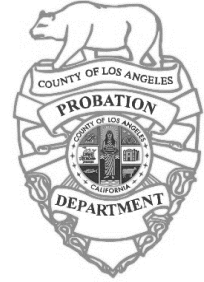




# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242  
(562) 940-2501



**GUILLERMO VIERA ROSA**  
Interim Chief Probation Officer

June 6, 2023

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

108 June 6, 2023

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

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AN AGREEMENT WITH THE LOS ANGELES COMMUNITY  
COLLEGE DISTRICT ON BEHALF OF EAST LOS ANGELES COLLEGE  
TO PROVIDE EDUCATIONAL COURSES THROUGH THE COUNTY OF LOS  
ANGELES PROBATION DEPARTMENT'S TRAINING PROGRAM**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The County of Los Angeles Probation Department (Probation) is requesting approval to enter into an agreement with the Los Angeles Community College District (District) on behalf of East Los Angeles College to provide educational courses through Probation's training programs.

**IT IS RECOMMENDED THAT YOUR BOARD**

1. Approve and authorize the Interim Chief Probation Officer or designee to execute the attached standardized agreement (Attachment), upon approval as to form by County Counsel, between Probation and the District to provide educational courses through Probation's training programs, commencing July 1, 2023 through June 30, 2028.
2. Authorize the Interim Chief Probation Officer or designee to negotiate and execute future agreements, substantially similar to the attached agreement, with the District and other community colleges, upon approval as to form by County Counsel.

## **PURPOSE/JUSTIFICATION OF RECOMMENDATION ACTION**

The purpose of the recommended actions is to obtain approval of an agreement between Probation and the District and to authorize the Interim Chief Probation Officer to negotiate and execute agreements with the District and with other community colleges for educational course delivery. Probation will conduct educational courses that are offered through both the District and at other community colleges, and which are designed for entry level and advanced Probation personnel. The intent of the services is to assist Probation staff in their professional development; obtain lower division college units; and allow Probation staff who are teaching the courses to gain teaching experience. Some examples of the courses that will be offered are Motivational Interviewing, Core Correctional Practices, Peace Officer Ethics, Los Angeles Risk & Resiliency Check-up, Adolescent Mental Health Overview, Mental Health/Simulations and Level of Service Case Management.

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

The recommended actions is consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III1: Continually Pursue Development of Our Workforce.

## **FISCAL IMPACT/FINANCING**

The District will pay Probation a portion of their community college instructional hours in the estimated amount of \$4.25 per student instructional hour for Probation training courses. Probation will generate approximately \$600,000 of this revenue for fiscal year 2023-24. The actual amount of revenue will depend on the number of trainings that occur and the total number of course participants. There is no County cost.

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

On March 10, 2009, your Board authorized the Chief Probation Officer to execute and renew agreements with the District for educational courses on a year-to-year basis. Under this authority, Probation entered into an agreement with the District on a fiscal year basis from July 1 through June 30. This arrangement caused delays in payment to Probation due to the District's review and approval process. The District's process required that their Board approve extensions during the middle of the fiscal year after the July 1<sup>st</sup> extension start date, which resulted in untimely extensions and delays of payments to Probation. To prevent this, on June 9, 2019, your Board authorized the Chief Probation Officer to execute an agreement with the District for a continuous four (4) year period, which will expire June 30, 2023. To ensure Probation continues to receive timely payments, Probation is requesting approval of an agreement with the District commencing July 1, 2023 through June 30, 2028, and authority to negotiate and execute future agreements with the District and community colleges for educational course delivery.

**IMPACT ON CURRENT SERVICES**

The agreement will generate revenue for Probation.

Respectfully submitted,



GUILLERMO VIERA ROSA  
Interim Chief Probation Officer

GVR:TH:yt

Enclosure

c:     Executive Officer  
       Chief Executive Officer  
       County Counsel

## AGREEMENT

BY AND BETWEEN THE  
COUNTY OF LOS ANGELES PROBATION DEPARTMENT

AND

EAST LOS ANGELES COLLEGE

This Agreement is made and entered into on July 1, 2023 by and between the Los Angeles County Probation Department (hereafter referred to as the Probation Department) and East Los Angeles College (hereafter referred to as the College), to provide a District approved educational course by the Los Angeles Community College District (hereafter referred to as the District) through the Los Angeles County Probation Department Training Program.

Witnesseth:

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

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

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

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

A. RESPONSIBILITIES OF THE COLLEGE

1. The College is responsible for the educational program conducted under the terms of this Agreement. The course of instruction to be taught under this Agreement is listed in Addendum A. The Probation Department and the College may agree to provide additional courses pursuant to terms of this Agreement as the need arises.
2. The College shall offer, at locations agreed upon by the Probation Department and the College, and consistent with the terms of Section B of this Agreement, mutually agreed upon and approved educational courses to meet the needs of the Probation Department Training Program. These locations will be provided by the College or the Probation Department and shall be open to the public while the courses being offered by the College are in session.
3. College degree and certificate programs have been approved by the State Chancellor's Office and the courses that make up the program are part of the approved curriculum of the College. The courses of College credit shall have been approved by the College Curriculum Committee and have been approved by the District's Board of Trustees.

4. The College shall assist the Probation Department in student registration procedures, associated paperwork, and other support services to adequately manage and control its course curriculum. All students shall be processed and registered in accordance with District procedures as outlined in the College catalog to conform to State/District guidelines. The Probation Department shall be required to pay student registration fees at the rate established by the State for each enrolled student. Class hours, supervision, evaluation of course content and curriculum, and withdrawal of students shall be consistent with District approved policies regarding all courses.
5. The District shall employ all instructors consistent with requirements of the California Code of Regulations on a non-compensated basis. The District retains the primary right to select, assign, and direct the instructional activities of any instructor employed by the District under the terms of this Agreement.
6. Instruction to be claimed for State apportionment will be under the immediate supervision and control of an employee of the District who has met the minimum qualifications for instruction in the subjects to be taught under the terms of this Agreement in accordance with Title 5 of the California Code of Regulation. The minimum qualifications shall be those designated by the State/District. Minimum qualifications are within the purview of the Academic Senate and may be subject to change. The current minimum qualifications are listed in Addendum B.
7. Where the instructor is not a paid employee of the District, the District shall have a written agreement with each instructor conducting instruction for which State apportionment is to be collected. The agreement between the District and each instructor shall state that the District has the primary right to control and direct the instructional activities of the instructor.
8. The College shall approve the selection of course instructors, professional experts, and facilitators and evaluate the quality of instruction to ensure the needs of the students are met and the accreditation requirements of the College are satisfied.
9. The College reserves the right to inspect any records maintained by the Probation Department concerning the implementation of the terms of this Agreement.
10. If any course under the terms of this Agreement is held outside District boundaries, the College shall comply with the requirements of Section 55230- 55232 of Title 5 of the California Code of Regulations regarding approval by adjoining high schools or community college districts and use of non-District facilities.

#### **B. RESPONSIBILITIES OF THE PROBATION DEPARTMENT**

1. In exchange for the services and payment provided by the College to the Probation Department under the terms of this Agreement, the Probation Department shall provide to the College services and equipment which includes, but is not limited to, instructors, professional experts, facilitators, support staff, educational and specialized equipment, materials, day to day management support, and all other related services and overhead necessary to implement to terms of this Agreement.

2. The Probation Department will maintain records of attendance and achievement. Records will be open to officials of the College and submitted on a developed schedule.
3. The Probation Department shall provide a line-of-sight instructor of record who shall be a non-compensated employee of the District and who shall meet all the District/State minimum qualifications for faculty teaching in the Probation Department Training Program.
4. All instructional materials provided by the Probation Department to students will be at no additional cost to students enrolled in the course in connection with this Agreement. To the extent that charges will be made for student instructional materials, the charges must follow the Education Code section 76365, 5 California Code of Regulations sections 59400 et seq., LACCD Board Rule 6415 and LACCD Administrative Regulation E-80.

**C. JOINT RESPONSIBILITIES OF THE PROBATION DEPARTMENT AND THE COLLEGE**

1. The Probation Department and the College shall each work in good faith to implement this Agreement and shall use its best efforts to resolve any disputes informally.
2. The Probation Department shall coordinate with the College to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to the State of California mandated standards governing instructional programs.
3. The Probation Department will offer the college the opportunity to support all Probation Department Training programs within the College's geographical boundaries including "In-Service Training" or continuing education, which the Probation Department deems suitable for College affiliation and College certificates. The College agrees that the Probation Department may affiliate with other community colleges for courses for which the College declines affiliation.
4. College courses conducted under the terms of this Agreement must be identified as being open to the general public. The college shall allow any person who has been admitted to the College and who has met the applicable prerequisites to enroll in courses taught under the terms of this Agreement in accordance with State law. The District policy on open enrollment is published in the College catalogue and schedule of classes, along with a description of the courses offered under the terms of this Agreement and information about whether the courses are offered for credit and are transferable.

A student requesting registration in the Probation Department Training Program courses would first need to complete the prerequisites that are required for each course. In order for the District to claim apportionment for a student in a particular course and in order for the student's attendance to qualify for payment under the terms of this Agreement, the student must be enrolled in the course through the College.

5. The College and the Probation Department will ensure that ancillary and support services, such as counseling and job placement, are provided for the students enrolled in courses under the Agreement.

#### D. PAYMENT FOR SERVICES

The College will pay the Probation Department based on Student instructional hours (weekly student contact hours-WSCH or full-time equivalent students-FTES) in accordance with State guidelines. In consideration for the services provided hereunder, the College shall pay the Probation Department \$4.25 per student instructional hour that is eligible for State general apportionment for all courses taught off-site. If the State-established registration fee is other than \$46.00 per unit, payments will reflect a pro rata adjustment per student instructional hour for student registration fees based on the change to the rate established by the State. If no compensation is paid by the State to the District, the College will not be obligated to pay the Probation Department. If the District is paid apportionment on a pro rata basis by the State, this apportionment shall be applied directly to the Probation Department.

#### E. PAYMENT

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

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

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

#### F. CERTIFICATIONS

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

## G. INDEMNIFICATION

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

## H. INSURANCE

1. The Probation Department agrees to maintain a program of general liability insurance or self-insurance coverage throughout the terms of this Agreement. The certificate shall state a limit of liability not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The Probation Department shall provide the District with a certificate of insurance as evidence of coverage prior to the execution of this Agreement. The Probation Department shall provide thirty (30) days written notice to the District of any material change in coverage. Further, the Probation Department shall maintain a program of worker's compensation insurance throughout the terms of this Agreement.
2. The District agrees to maintain a program of general liability insurance or self-insurance coverage throughout the term of this Agreement. The certificate shall state a limit of liability no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The District shall provide the Probation Department with a certificate of insurance as evidence of coverage prior to the execution of this Agreement. The District shall provide thirty (30) days written notice to the Probation Department of any material change in coverage. Further, the District shall maintain a program of workers' compensation insurance throughout the terms of this Agreement.

## I. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

## J. EXTENSION, MODIFICATIONS AND TERMINATION

This Agreement is for the period of five years, terminating June 30, 2028. This Agreement could be subject to yearly amendments only if there is a change, modification, or exclusion of any of the terms that both parties request and agree to. The District's Board of Trustees would need to approve any amendment within the five (5) year period.



Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least sixty (60) days prior to the date specified for such termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other party accruing prior to the date of such termination.

Each party shall be released from all obligations or performance that would otherwise accrue subsequent to the date of such termination. Neither party shall incur any liability to the other by reason of such termination.

K.     AUTHORITY OF THE CHIEF

The Chief of Probation, or its designee, shall have full authority to administer this Agreement on behalf of the Probation Department. The Chief of Probation shall have full access and authority to audit all pertinent records concerning this Agreement.

L.     NOTICES

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

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

EAST LOS ANGELES COLLEGE  
Attention: Alberto Roman, President  
East Los Angeles College  
1301 Avenida Cesar Chavez  
Monterey Park, CA 91754-6099

M.     WAIVER

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

**N. GOVERNING LAW**

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

**O. AGREEMENT**

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

IN WITNESS WHEREOF, the Probation Department and the College enter into this Agreement as of the day, month, and year first written above.

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

\_\_\_\_\_  
BY: GUILLERMO VIERA ROSA, Interim  
Chief Probation Officer

\_\_\_\_\_  
DATE

**EAST LOS ANGELES COLLEGE:**

\_\_\_\_\_  
BY: MICHAEL PASQUAL, Vice President  
Administrative Services

\_\_\_\_\_  
DATE

APPROVED AS TO FORM  
COUNTY COUNSEL

\_\_\_\_\_  
By: County Counsel

\_\_\_\_\_  
DATE

Printed Name: \_\_\_\_\_  
Deputy or Senior County Counsel

**ADDENDUM A**

**(Courses of Instruction that may be taught under the terms of this Agreement)**

On the following pages are the courses currently offered under this Agreement. This list of courses is subject to change for each semester of instruction, with courses added to, and/or deleted from, this list. All such changes shall be made upon mutual consent of the Los Angeles Probation Department and East Los Angeles College along with the Los Angeles Community College District.

**See Attached Courses.**

## **ADDENDUM B**

### **Title 5. Education Code of California**

#### **53410. Minimum Qualifications for Instructors of Credit Courses, Counselors, and Librarians.**

The minimum qualifications for service as a community college faculty member teaching any credit course, or as a counselor or librarian, shall be satisfied by meeting any one of the following requirements:

- (a) For faculty assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:
  - (1) Possession of a bachelor's degree, or equivalent foreign degree, plus two years of professional experience directly related to the faculty member's assignment; or
  - (2) Possession of an associate degree, or equivalent foreign degree, plus six years of professional experience directly related to the faculty member's assignment.

NOTE: Minimum qualifications are also met by those individuals possessing a life time teaching credential in their field of training; ie: police training