

# **EXHIBIT A**

## **STATEMENT OF WORK**

### **EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS**

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**IN LOS ANGELES COUNTY JAILS**

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# **STATEMENT OF WORK**

## **EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS**

This Statement of Work ("SOW") defines the duties and responsibilities of Contractor to provide to Education Services for Adult Offenders in Los Angeles County Jails.

### **1.0 GENERAL SCOPE OF WORK**

- 1.1 Contractor shall develop, offer, facilitate, and provide, at no cost to County, one (1) or more academic, vocational, life skills, General Education Development ("GED") programs, or community college courses to inmates incarcerated in County jail facilities. These classes may include an online instructional model. Such programs shall be provided by qualified credentialed instructors and shall be subject to approval by the Los Angeles County Sheriff's Department ("Department").
- 1.2 The Department reserves the right to (1) add and delete programs and/or (2) add and delete the number of instructors and/or (3) add or delete County jail facilities during the term of the MOU.
- 1.3 Contractor responsibilities do not include, and expressly exclude, the provision of any special education services required by California Education Code Section 56041, or any other federal or California law.
- 1.4 This is a non-exclusive arrangement. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This MOU shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

### **2.0 ACADEMIC PROGRAMS**

Contractor may provide one (1) or more instructors in the academic, vocational and life skills programs listed in Exhibit B (Academic, Vocational and Life Skills Programs) of the MOU. Instructors shall provide instruction and supervision of inmates at one or more of the jail facilities listed on Exhibit C (County Jail Facilities) of the MOU.

### **3.0 VOCATIONAL PROGRAMS**

Contractor may provide one (1) or more instructors in the vocational programs listed in Exhibit B (Academic, Vocational and Life Skills Programs) of the MOU. Instructors shall provide instruction and supervision of inmates at one or more of the jail facilities listed on Exhibit C (County Jail Facilities) of the MOU.

#### **4.0 LIFE SKILLS PROGRAMS**

Contractor may provide one (1) or more instructors in the life skills programs listed in Exhibit B (Academic, Vocational and Life Skills Programs) of the MOU. Instructors shall provide instruction and supervision of inmates at one or more of the jail facilities listed on Exhibit C (County Jail Facilities) of the MOU.

#### **5.0 CONTRACTOR'S RESPONSIBILITIES**

- 5.1 Contractor's employees shall comply with current Department custody facility entry requirements prior to entrance into a County jail facility, which may include the exchange of a government-issued identification card for a custody facility pass. Passes shall be displayed at all times. Any lost or stolen passes must be immediately reported by Contractor's employees to the Contractor Program Manager and the concerned on-duty Watch Commander. Contractor Program Manager shall provide telephonic or in person notification to County Program Manager of any lost or stolen pass as soon as feasible. Telephone notification shall be followed within twenty-four (24) hours via confirming email to County Program Manager specifying the employee involved and articulating the factual circumstances associated with the loss or theft. Contractor's employees shall be responsible for returning any issued custody facility pass to appropriate facility personnel, prior to leaving the concerned custody facility.
- 5.2 Each of Contractor's employees performing services shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services, in accordance with Section 6.0 (Background and Security Investigations) of the MOU.
- 5.3 Contractor and all Contractor employees performing services shall acknowledge and adhere to all County and Department policies, procedures, and regulations while performing work. County Program Manager or designee will provide County and Department policies, procedures, and regulations to Contractor during custody orientation.
- 5.4 Contractor and all Contractor employees performing services shall adhere to the terms and conditions specified in Exhibit H (Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement), in accordance with Section 7.0 (Confidentiality) of the MOU
- 5.5 Contractor shall submit all reports, correspondence, and other documents in a legible and concise format approved by County Project Manager or designee.

- 5.6 Contractor shall prepare reports, correspondence, and other documents in Microsoft Word unless specified by County Program Manager.
- 5.7 Contractor shall be available to meet and confer as necessary, but no less frequently than quarterly with County Program Manager or designee. County Program Manager will determine the date, time, and location of such meetings.
- 5.8 All instructors must possess a current California teaching credential. Contractor shall ensure that all instructors performing services have the appropriate credentials in the subject matter they are teaching.
- 5.9 Contractor shall provide a copy of the appropriate California teaching credential for each instructor to County Program Manager prior to instructors providing services under this MOU.
- 5.10 Contractor shall work collaboratively with existing inmate programs offered in County jail facilities. Contractor shall work with Department Inmates Programs Unit (IPU) to schedule the delivery of services.

## **6.0 CONTRACTOR'S PERSONNEL REQUIREMENTS**

- 6.1 Contractor understands and agrees that all personnel performing services on behalf of Contractor shall be Contractor's sole responsibility. All Contractor personnel shall rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of the personnel's performance of services.
- 6.2 Contractor shall endeavor to assure continuity of all personnel performing services during the term of this MOU. In the event Contractor should desire to remove any personnel performing services, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not feasible (i.e. removal for cause or egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure program continuity.
- 6.3 Contractor shall promptly fill any vacancy in Contractor personnel with individuals meeting the qualifications required herein.
- 6.4 All personnel employed by Contractor to perform services shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States and the State of California.
- 6.5 All personnel employed by Contractor to perform services shall be paid in accordance with the policies, rules, and regulations of Contractor applicable to such employment.

6.6 The employment conditions and rules related to Contractor's personnel shall be maintained in accordance with the usual standards for other classes maintained by Contractor and such standards and personnel procedures as may be specifically determined upon mutual agreement of the parties to meet the particular conditions existing at County jail facilities.

6.7 Contractor Employee Roster

6.7.1 Contractor shall submit to County Program Manager a current employee roster, including all Contractor employees that are required to enter County jail facilities to perform services. The roster shall be kept current and up-dated by Contractor as required. All personnel on the roster shall possess photo identification, and shall meet County's requirements for admission into County jail facilities.

6.7.2 Contractor shall immediately notify County Program Manager regarding any employee, discharge, or termination of employment, in order that they may be removed from the County jail facility access roster. Contractor notifications regarding any such action shall be submitted verbally (within 24 hours), followed by written notification (within five (5) business days).

6.7.3 Contractor shall be required to provide written notification to County Program Manager no less than seventy-two (72) hours in advance, of its intent to bring visitor(s) to County jail facilities. Visitors shall be required to complete Exhibit D (Application for Access to Custody Facilities) of the MOU, unless otherwise excused in writing by County Program Manager.

6.7.4 Violation of the above procedures may result in loss of Contractor employees' security clearance to enter County jail facilities.

6.8 Custody Ethical Conduct Training and Orientation

6.8.1 All Contractor employees shall attend no less than two (2) hours of Contractor provided ethical conduct training prior to Contractor providing services under this MOU. The ethical conduct training is intended to raise Contractor's employees' awareness of the common temptations associated with working an assignment of special trust, such as inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting.

6.8.2 Contractor may seek to partner with an outside organization to meet the two (2) hour ethical conduct training requirement; however, the training provider must be pre-approved, in writing, by the County

Program Manager. Contractor shall bear all costs associated with providing the aforementioned two (2) hour ethical conduct training as described in this Section and Section 6.8.1.

6.8.3 Contractor shall maintain ethical conduct training class rosters and training completion certifications as evidence of employee attendance at training. Copies shall be provided to County Program Manager for those employees who have attended the ethical conduct training.

6.8.4 The Department shall provide four (4) hours custody orientation that all Contractor employees must attend prior to performing services under this MOU.

## **7.0 PROHIBITION AGAINST FRATERNIZING**

Contractor and its employees performing services shall not fraternize with inmates and/or detainees held in County jail facilities.

## **8.0 DAYS AND HOURS OF OPERATION**

8.1 Contractor's instructors will generally work in three (3) hour increments, up to six (6) hours per day, and up to 30 hours per week, Monday through Friday, excluding County approved holidays. Work hours may vary from 7:00 am through 8:00 pm.

8.2 Considering that the education setting is in a custody environment, Contractor's instructors may encounter "lock downs" or other circumstances preventing instructors from providing classroom instructions. Should a "lock down" or other similar circumstance prevent Contractor's instructors from providing classroom instruction, instructors may prepare the next day's curriculum or similar work while inside the County jail facility. If instructors are turned away due to "lock downs" or other circumstances, instructors shall return to their district of residence (or school of residence).

## **9.0 COUNTY SUPPLIED OFFICE SPACE, EQUIPMENT, SUPPLIES, AND NECESSARY RESOURCES**

9.1 County shall provide the following to Contractor for use during the term of the MOU including, but not limited to:

9.1.1 Access to space to implement the various required programs.

9.1.2 Equipment necessary and agreed upon by Contractor and County Program Manager or designee, to operate the various required programs.

- Copiers
- Telephones
- Desk
- Computers
- Printers
- Scanner/fax machine
- Books and other classroom materials
- Pens, pencils, erasers, paper

9.1.3 Access to the following as agreed upon by Contractor and County Program Manager or designee, to provide required programs:

- Televisions
- Media players
- Other technology

9.2 Upon expiration, termination, or cancellation of this MOU, Contractor shall return all County equipment in its original condition, less normal wear. Missing or damaged equipment shall be replaced and/or repaired by Contractor.

## **10.0 QUARTERLY STATUS REPORT**

Contractor shall provide to County Program Manager a written quarterly status report of the progress of the Education Services for Adult Offenders in Los Angeles County Jails, and any other information County Program Manager may from time to time reasonably request. The report shall include a daily roster of inmate enrollment in Contractor provided courses. The report due date shall be provided to Contractor by County Program Manager.

## **11.0 QUALITY CONTROL**

Contractor shall provide a copy of the Contractor's Quality Control plan to assure County a consistently high level of service throughout the term of the MOU that meets or exceeds all requirements, including policies and procedures for all staff. The Contractor's Quality Control Plan shall be submitted to County Program Manager or designee for review ten (10) business days after the effective date of this MOU. In the event that requirements and/or policies and procedures change during the term of the MOU, Contractor shall update the Contractor Quality Control Plan, and submit such updated plan to County Program Manager or designee within ten (10) business days of notification.