

## **PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND ANDERSON UNION HIGH SCHOOL DISTRICT**

This agreement is entered into between the County of Shasta, through its Sheriff's Office, a political subdivision of the State of California ("County") and Anderson Union High School District ("Consultant") (collectively, the "Parties" and individually a "Party") for the purpose of an education program for inmates at the Shasta County Main Jail.

### **Section 1. RESPONSIBILITIES OF CONSULTANT.**

Pursuant to the terms and conditions of this agreement, Consultant shall coordinate the Partnership Learning Center Program ("Program"), an adult education program to provide educational opportunities leading to high school graduation and diploma or California High School Equivalency ("GED") Certificates for inmates of the Shasta County Main Jail ("Main Jail") and for the purpose of generating State of California average daily attendance ("ADA") revenue for the Consultant and the Shasta County Sheriff's Inmate Welfare Fund ("Inmate Welfare Account").

- A. The Program will meet the needs of enrolled students through automated learning technology and individualized or small group instructions. The Program will provide transcript assessment with diagnostic and prescriptive placement in learning activities. Learning activities will take place exclusively at the Main Jail.
- B. Students in the Program will be certified under the State of California Education Code and by the Consultant as a source of ADA to meet the operational costs of the Program. The state of California funds school districts based on student attendance at school. ADA is calculated by dividing the total number of days of student attendance by the number of days of school taught during the same period.
- C. Consultant will instruct at a Correctional Education Learning Lab at the Main Jail, which shall be deemed a satellite classroom of the Consultant. Program services will be afforded to inmates meeting the definition of "dropout" established by the State of California Department of Education and/or the Consultant. The goal for each inmate/student will be to earn a high school diploma or a GED Certificate.
- D. Consultant shall:
  - 1. Act as the fiscal agent for purpose of claiming and disbursing ADA revenue generated by activities under this agreement.
  - 2. Enroll for ADA purposes, all inmate/students who qualify for the Program.
  - 3. Provide a teacher/administrator of record, an employee of Consultant, to oversee curriculum standards, assessment practices, student performance, and attendance.

4. Provide transcript review and approval for each inmate/applicant who seeks enrollment in the Program in order to assure proper placement in learning activities leading to a high school diploma or GED Certificate.
  5. Conform to all applicable adult education program state and federal regulations.
  6. Designate appropriate teaching personnel as approved by County, to carry out the instructional requirements of the Program to qualify for ADA revenue generation and academic credit for all enrolled inmate/students.
  7. Provide assessments for inmate/applicant enrollment into the Program.
  8. Develop, maintain, and report daily attendance records for each inmate/student in accordance with Consultant's policies and procedures.
  9. Develop and maintain individual inmate/student progress reports and appropriate files for all online independent study. These records and associated materials shall be maintained by Consultant and made available upon request to the County.
  10. Participate in quarterly meetings with County to evaluate of Program effectiveness and cost efficiencies.
- E. Consultant shall be responsible for providing transcript review and determination of eligibility for the Program and other educational programs and transcript forwarding services for all inmate/students.
- F. Consultant shall remit funds to be deposited in the Inmate Welfare Account as may be required pursuant to Section 4 of this agreement.
- G. Pursuant to the terms and condition of this agreement, Consultant shall administer GED tests to inmates/students of the Shasta County Jail, and grade the GED tests, in accordance with the rules and regulations promulgated by Consultant and the State of California for such tests. Grading is to be on a pass/fail basis. Consultant shall report the name of each inmate who passes the GED test to the State of California Department of Education and shall provide a list of each inmate who takes the GED test and the inmates' grade (pass or fail) to the Sheriff, as authorized by law.

## **Section 2. RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, County shall:

- A. Compensate Consultant as prescribed in Section 4 of this agreement from Funds in the Inmate Welfare Account as may be required pursuant to Section 4 of this agreement and shall monitor Consultant's performance.

1. Provide secure space to conduct Program activities at the Main Jail.
  2. Allow access to Consultant's personnel as necessary for evaluation of the effectiveness of the Program. All of Consultant's personnel must maintain security clearance through the Main Jail.
  3. Assist in the transferring of education records to other state facilities.
  4. Be responsible for the referral of potential participants in the Program to the Jail Learning Center.
- B. Assist Consultant in administration of each GED test at the Shasta County Main Jail.
- C. In its sole discretion, determine which inmates at the Shasta County Jail Shall be eligible to take the GED tests administered by Consultant and shall in consultation with Consultant determine the date, time, and place each GED test shall be administered.

**Section 3. RESPONSIBILITIES OF BOTH PARTIES.**

- A. Each party shall maintain its operational discretion in performing the activities of, or related to, this agreement.
- B. Both parties shall comply with the requirements of all federal and state regulations issued pursuant to the California Education Code or California Code of Regulations for correctional facility education programs.
- C. Both parties shall comply with all applicable county, state, and federal standards and safeguards regarding operation and physical maintenance of all Program computer-based hardware and software.
- D. Both parties agree that originals of this agreement and any modifications thereto will be kept on file at the Consultant's Office, and the Shasta County Sheriff's Office.

**Section 4. COMPENSATION.**

- A. Disbursement of ADA Revenues.
1. After Consultant receives the annual distribution of ADA funds generated by the Program, the following methodology will be used to distribute the funds:
    - a. If the annual amount of ADA funding received exceeds the sum of:

(1) the annual amount of salary and benefits paid by Consultant to the teachers of record, and employees of Consultant for direct labor hours attributable to the Program; and (2) 15 percent of the ADA funds received (to be applied toward Consultant's administrative costs), then Consultant shall remit to County the difference within 30 days of receipt of the annual ADA funding which funds shall be credited to the Main Jail Inmate Welfare Account.

- b. If the annual amount of ADA funding received is less than the sum of: (1) the annual amount of salary and benefits paid by Consultant to the teachers of record, and employees of Consultant for direct labor hours attributable to the Program; and (2) 15 percent of the ADA funds received (to be applied toward Consultant's administrative costs), then County shall remit to Consultant the difference. Consultant shall submit an invoice for the difference to County annually during the month of October. County shall remit the invoiced amount from the Inmate Welfare Account within 30 days of receipt of Consultant's invoice.
- B. Consultant shall be paid \$150.00 for each scored GED test (i.e. \$150.00 for each inmate taking and completing the GED test), \$35.00 for each scored GED retest (i.e. \$35.00 for each inmate taking and completing a GED retest), and, in addition to the fee per inmate, a \$300.00 administrative fee for each GED test administered to a group of inmates (i.e. one administrative fee of \$300.00 for each group of inmates tested or re-tested). A "group" constitutes any number of inmates up to the class seating limit, testing or retesting, in one scheduled class meeting for testing. Consultant's violation or breach of agreement in terms may result in fiscal penalties, withholding of compensation, or termination of the agreement.
- C. Consultant shall be paid via electronic invoice payment; automated clearing house ("ACH"), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- D. In accordance with the budget as prescribed in Section 4, County shall pay to Consultant a maximum of \$290,000 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$290,000.

## **Section 5. TERM OF AGREEMENT.**

The term of this agreement shall begin July 1, 2024 and end June 30, 2027. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for

any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Office or their designee, or by the Shasta County Sheriff or their designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Shasta County Sheriff, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 10. INDEMNIFICATION.**

- A. Each party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to

the extent such liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

- B. On termination or expiration of this agreement, the Parties shall continue to indemnify, defend, and hold harmless each other, as prescribed in this agreement, for all acts or omissions occurring prior to the effective date of the termination or expiration of this agreement.

#### **Section 11. INSURANCE REQUIREMENTS.**

County and District shall each secure and maintain, in full force and effect during the full term of this agreement, liability insurance or participation in a self-insurance program in amounts of not less than three million dollars (\$3,000,000) in the aggregate. Insurance policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this section shall be provided.

#### **Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

#### **Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for County, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at [www.w3.org.7.](http://www.w3.org.7.), and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.



**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS.**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 17. PERFORMANCE STANDARDS.**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

**Section 18. CONFLICTS OF INTEREST.**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES.**

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:	Shasta County Sheriff's Office
	Jail Administration
	1655 West Street
	Redding, California 96001
	Phone: (530)245-6120
	Fax: (530)245-6156

If to Consultant: Superintendent AUSHD  
1469 Ferry Street  
Anderson California 96007  
Phone: (530) 378-0568  
Fax: (530) 378-0834

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or their designee.

**Section 20. AGREEMENT PREPARATION.**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 23. CONFIDENTIALITY.**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 24. SCOPE AND OWNERSHIP OF WORK.**

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. County may use Consultant's such work products for any purpose whatsoever. County acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose unrelated to this agreement's purposes, is at the County's own risk and without liability to Consultant. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

#### **Section 25. USE OF COUNTY PROPERTY.**

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

#### **Section 26. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

**COUNTY OF SHASTA**

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

\_\_\_\_\_  
KEVIN W. CRYE, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

DAVID RICKERT  
Clerk of the Board of Supervisors

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

Approved as to form:  
JOSEPH F. LARMOUR  
County Counsel

DocuSigned by:  
Gretchen Stuhr  
9AAF581D8B5042F...

05/01/2024 | 7:53 AM PDT

By:  
Gretchen Stuhr  
Senior County Counsel

**RISK MANAGEMENT APPROVAL**

DocuSigned by:  
James Johnson  
By: \_\_\_\_\_  
James Johnson  
00BC25FD751A456...

04/29/2024 | 4:50 PM PDT

Risk Manager III

**CONSULTANT**

Date: 04/29/2024 | 2:55 PM PDT

DocuSigned by:  
Brian Parker  
By: \_\_\_\_\_  
Brian Parker  
6A1FE40440A74GD...  
Interim Superintendent  
Anderson Union High School District  
Tax I.D.#: 68-0177140