

El Dorado County Office of Education

Adult Education for Placerville Jail, South Lake Tahoe Jail, and El Dorado County Community Corrections Center

AGREEMENT FOR SERVICES #9890

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado County Office of Education (EDCOE), Adult Education Program, a public entity, whose principal place of business is 6767 Green Valley Road, Placerville CA 95667, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide Assembly Bill 109 enhanced educational services to the Placerville and South Lake Tahoe El Dorado County Jail facilities and El Dorado County Community Corrections Center (CCC) as established in the Public Safety Realignment Plan/Community Corrections Partnership;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor is with or among any other governmental entity or agency, in accordance with El Dorado County Ordinance Code, Chapter 3.13.030, Section E.

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Work: Contractor agrees to furnish the personnel and equipment necessary to provide services for the El Dorado County Jail facilities and shall be in accordance with Exhibit "A" titled "El Dorado County Office of Education and El Dorado County Jail facilities Assembly Bill 109 enhanced education program, Scope of Services" and services for the El Dorado County Community Corrections Center shall be in accordance with Exhibit "B" titled "El Dorado County Office of Education and Community Corrections Center Assembly Bill 109 enhanced education program, Scope of Services" (collectively, "Scope of Work"), and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Unless otherwise noted herein, Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A and Exhibit B, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor, if applicable, perform the services and tasks required under this Agreement accordingly.

All services shall be in accordance with Exhibit "C" titled "El Dorado County Office of Education and El Dorado County Jail, Placerville Location, El Dorado County Jail, South Lake Tahoe Location, El Dorado County Probation, Community Corrections Center Location, Curriculum Descriptions."

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2025, through June 30, 2028.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "D" titled "Charter Community School Adults in Correctional Facilities Educational Program

Funding for this agreement is approved by the Community Corrections Partnership (CCP) Executive Committee on an annual basis. Should the CCP Executive Committee, during the course of a given year for financial reasons reduce, or order a reduction, in the funding for services provided under this agreement, pursuant to this paragraph in the sole discretion of the County, this agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Total amount of this Agreement shall not exceed \$684,409 inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be provided to the following County Departments:

County of El Dorado
Probation Department, Fiscal Unit
3974 Durock Road, Suite 205
Shingle Springs CA 95682

Email invoices to: PB-Fiscal@edcgov.us

County of El Dorado
Sheriff's Office, Fiscal Unit
200 Industrial Drive
Placerville CA 95667

Email invoices to:
accountspayable@edso.org

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Probation Department or Sheriff's Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services

not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

To County:

County of El Dorado
Probation Department
3974 Durock Rd, Suite 205
Shingle Springs CA 95682

County of El Dorado
Sheriff's Office
200 Industrial Drive
Placerville CA 95667

Attn: Michael Boyd
Deputy Chief Probation Officer

Attn: Tasha Thompson
Captain

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville CA 95667

Attn: Michele Weimer
Procurement and Contracts Manager

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

El Dorado County Office of Education
Administrative Services
6767 Green Valley Road
Placerville CA 95667

Attn: Wendy Frederickson, Deputy Superintendent

or to such other location as the Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Workplace Violence Prevention: Consistent with SB 553 as incorporated into Section 527.8 of the California Code of Civil Procedure, Contractor and County shall comply with existing law that authorizes any employer, whose employee has suffered unlawful violence or a credible threat of violence from any individual that can reasonably be construed to be carried out or to

have been carried out at the workplace, to seek a temporary restraining order and an order after hearing on behalf of the employee and other employees at the workplace. An employer is required to include a Workplace Violence Prevention Plan as part of their effective Injury and Illness Prevention Program (IIPP). Without fear of reprisal, employees of each agency are to report violent incidents, threats or other workplace violence concerns to their respective employers or law enforcement. When applicable, Contractor will share information with County and their employees. County and their employees' respective roles may include participation in the Workplace Violence Prevention Plan for reporting, investigation and recording incidents.

ARTICLE XVI

Indemnification and Hold Harmless/Insurance

Contractor agrees to indemnify, defend, and hold harmless the County of El Dorado officers, agents, and employees against all liability, loss and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this MOU.

The County of El Dorado agrees to indemnify, defend, and hold harmless Contractor and its officers, agents, board members, and employees against all liability, loss and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of the County of El Dorado officers, agents and employees, in performance of this MOU.

The Parties agree to purchase and/or maintain through the duration of this MOU, insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000.00 per claim/occurrence, and \$2,000,000.00 in the aggregate. The insurance or coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this MOU, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages. To the full extent of the Parties' respective indemnity obligations, but only up to the agreed limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees, with such coverage to be provided on a "primary" basis. With respect to such coverage[s], each Party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.

The Parties' indemnity and coverage obligations shall survive the termination of this MOU with respect to any claim arising from the Parties' actual or alleged performance or non-performance of or their respective rights, privileges, or obligations existing under this MOU.

ARTICLE XVII

County Liability Insurance

County shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the

effective date of this agreement, and County agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

County shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. County's general liability policies shall be primary and shall not seek contribution from EDCOE's coverage and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that EDCOE and its officers, officials, employees, and agents shall be additional insureds under such policies.

Contractor Liability Insurance

Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- 1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
- 2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XIX

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article XII, Default, Termination, or Cancellation.

ARTICLE XXI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXII

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

Generative Artificial Intelligence: For the purposes of this provision, "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

- A. Contractor shall immediately notify the County in writing if it: (1) intends to provide GenAI as a deliverable to the County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system ("System"), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- B. Notification shall be provided to the County's Contract Administrator identified in this Agreement.
- C. At the direction of the County, Contractor shall discontinue the provision to the County of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by the County.
- D. If the use of previously undisclosed GenAI is approved by the County, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Contract, at no additional cost to the County.
- E. The County, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a material impact to the functionality of the System, risk to the State or County, or performance of this Agreement. The County is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

ARTICLE XXVIII

Contract Administrator: The County Officers or employees with responsibility for administering this Agreement are Michael Boyd, Deputy Chief Probation Officer, Probation Department, or successor; and Tasha Thompson, Captain, Sheriff's Office, or successor.

ARTICLE XXIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXX

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

EL DORADO COUNTY OFFICE OF EDUCATION,
ADULT EDUCATION PROGRAM
A Public Education Entity

By: Wendy Frederickson Dated: 12/19/2025
Wendy Frederickson
Deputy Superintendent
"Contractor"

Exhibit "A"
El Dorado County Office of Education and El Dorado County Jail facilities
Assembly Bill 109 enhanced education program,
Scope of Services

Scope of Services: Contractor agrees to furnish the personnel and instruction materials necessary to provide enhanced educational services to the El Dorado County Sheriff's Office at the Placerville and South Lake Tahoe El Dorado County Jail facilities as established in the Public Safety Realignment Plan/Community Corrections Partnership. Services may include, but not be limited to, Assembly Bill 109 enhanced education Program design, the provision of one (1) teacher at the Placerville Jail site, the provision of one (1) teacher at the South Lake Tahoe Jail Site, and administrative support. Classes provided will include, but not be limited to, Career Guidance and Exploration including Employee Soft Skills Development, Serve Safe Certification (e.g. Beverage Service, Food Protection Manager, and Food Handling Training), Wastewater Treatment Certification, Career Technical Education (CTE) training courses, an Individualized learning High School Diploma program, High School Equivalency Testing (e.g. GED, TASC, or HiSET), and Keyboarding program using curriculum appropriate for El Dorado County Jail inmates. Services will be in accordance with Exhibit "C" and Exhibit "D" marked El Dorado County Office of Education and El Dorado County Jail, Placerville Location, El Dorado County Jail, South Lake Tahoe Location, El Dorado County Probation, Community Corrections Center Location, Curriculum Descriptions; and Charter Community School Adults in Correctional Facilities Education Program

1. **Administrative services;** Services may include, but not be limited to, High School Equivalency Testing and High School Diploma credit classes. Contractor will provide qualified personnel and services which may include teachers, aides, administrative and support personnel as needed to provide the education services.
2. **Eligible student population and class size;** Eligible students for participation shall include, but not be limited to, adults who have not yet attained a GED or High School Diploma. Class size, as well as service to students, is by mutual agreement of both parties based on available resources.
3. **Curriculum;** Curriculum will be determined by mutual agreement of both parties.
4. **Testing;** Testing of students to obtain High School Equivalency certificates or High School Diplomas is within scope of the agreement. Testing of students to qualify for receipt of certificates and/or High School Diplomas will be provided by Contractor.
5. **Books, supplies, software, and electronic devices;** Books, supplies, and software, to support curriculum shall be mutually agreed upon by Parties at selection and determination of curriculum. Agreed upon books, materials, and software will be supplied by Contractor and included in the Compensation and Fee(s). Additional materials, including electronic devices, may be supplied by Contractor for actual costs with mutual agreement of both parties. Photocopying services, as well as general classroom supplies such as paper and pencils, will be provided by the County at the County's expense.
6. **Facility site, facility services, information technology, network infrastructure, and support services;** Classroom facilities suitable to both Parties shall be supplied by County at no cost to Contractor, including at the adult jail locations in Placerville and South Lake Tahoe. Facilities services shall include providing, installing, and maintaining classroom(s), computers, workstations, printers, bathrooms, parking, custodial services, and utilities (electrical, garbage, water, telephone, network access, and internet access with appropriate content filtering). Photocopying services, electronic devices, technology support, and secure storage of classroom instructional materials shall be provided by County.

Exhibit "B"
El Dorado County Office of Education and Community Corrections Center
Assembly Bill 109 enhanced education program,
Scope of Services

Scope of Services: Contractor agrees to furnish the personnel and instruction materials necessary to provide enhanced educational services to the El Dorado County Probation Department at the Community Corrections Center facility as established in the Public Safety Realignment Plan/Community Corrections Partnership. Services may include, but not be limited to, Assembly Bill 109 enhanced education Program design, the provision of (1) teacher at the Shingle Springs Probation Community Corrections Center site and administrative support. Classes provided will include, but not be limited to, Career Guidance and Exploration, Serve Safe Certification (e.g. Beverage Service, Food Protection Manager, and Food Handling Training), Wastewater Treatment Certification, Career Technical Education (CTE) training courses, Job Readiness, including employee soft skills development, an Individualized learning High School Diploma program, High School Equivalency testing (e.g. GED, TASC, HiSET) and Keyboarding program using curriculum appropriate for El Dorado County Probation clients. Services will be in accordance with Exhibit "C" and Exhibit "D", marked El Dorado County Office of Education and El Dorado County Jail, Placerville Location, El Dorado County Jail, South Lake Tahoe Location, El Dorado County Probation, Community Corrections Center Location, Curriculum Descriptions; Charter Community School Adults in Correctional Facilities Education Program.

Facility site, facility services, information technology, network infrastructure, and support services; Classroom

1. **Administrative services;** Services may include, but not be limited to, High School Equivalency testing and High School Diploma credit classes. Contractor will provide qualified personnel and services which may include teachers, aides, administrative and support personnel as needed to provide the education services.
2. **Eligible student population and class size;** Eligible students for participation shall include, but not be limited to, adults who have not yet attained a High School Equivalency Certificate or High School Diploma. Class size, as well as service to students, is by mutual agreement of both parties based on available resources.
3. **Curriculum;** Curriculum will be determined by mutual agreement of both parties.
4. **Testing;** Testing of students to obtain High School Equivalency Certificates or High School Diplomas is within scope of the agreement. Testing of students to qualify for receipt of High School Diplomas will be provided by Contractor.
5. **Books, supplies, software, and electronic devices;** Books, supplies, and software, to support curriculum shall be mutually agreed upon by Parties at selection and determination of curriculum. Agreed upon books, materials, and software will be supplied by Contractor and included in the Compensation and Fee(s). Additional materials, including electronic devices, may be supplied by Contractor for actual costs with mutual agreement of both parties. Photocopying services, as well as general classroom supplies such as paper and pencils, will be provided by the County at the County's expense.
6. **Facility site, facility services, information technology, network infrastructure, and support services;** Classroom facilities suitable to both Parties shall be supplied by County at no cost to Contractor in a location to be determined by the Probation Department/Community Corrections Center. Facilities services shall include providing, installing, and maintaining classroom(s), computers, workstations, printers, bathrooms, parking, custodial services, and utilities (electrical, garbage, water, telephone, network access, and internet access with appropriate content filtering). Photocopying services, electronic devices, technology support, and secure storage of classroom instructional materials shall be provided by County.

EXHIBIT "C"

**El Dorado County Office of Education and El Dorado County Jail, Placerville Location,
El Dorado County Jail, South Lake Tahoe Location, El Dorado County Probation,
Community Corrections Center Location,
Curriculum Descriptions**

CURRICULUM DESCRIPTIONS

CAREER GUIDANCE AND EXPLORATION/EMPLOYMENT CURRICULUM

Instructors at each location will provide career counseling to assist students in identifying their individual career pathway. Job Readiness activities will be presented to assist students in preparing for successful reentry into the workforce. Curriculum for this program will be based on:

Online Career and Technical Education Training Courses - e.g., *Odysseyware*:

- Make instructional opportunities available across multiple career technical fields, enabling students who are not part of a traditional CTE program an avenue to explore career options. Currently offering over 75 CTE courses of study.

Online Short Term Career Technical Education Courses:

Waste Water Treatment Certification

- Provide a correspondence course which serves as an excellent preparation for taking state certification exams and satisfies initial training and continuing education requirements for wastewater treatment licensing.

California Food Handler Card

- Provide a training program for students interested in acquiring a Food Handler Card.

Food Protection Manager Certificate

- Provide a training program for students interested in acquiring a Food Protection Manager Certificate.

California Responsible Beverage Service Certificate

- Provide a training program for students interested in acquiring a California Responsible Beverage Service Certificate.

Job Readiness, including employee soft skills development –e.g. *The Blueprint for Workplace Success Workbook*

- Provide training and information on employment soft skills so that students may focus on the unique qualities, skills, and interests as a foundation necessary for employment success.
- Instruct students on how to increase employment opportunities by developing effective communication skills, by learning how to manage finances and time, and by learning how to navigate the realities of the job market.

INDIVIDUALIZED LEARNING HIGH SCHOOL DIPLOMA PROGRAM

Instructors at each location will make good faith efforts to locate and review each student's high school transcript as available to create a custom path to earning an adult high school diploma. Curriculum for this program will be based on:

Online Digital High School Diploma Curriculum (On-line or hard copy printed materials) - e.g., *Odeysseyware*;

- Provide an online diploma program, including credit recovery and acceleration options.
- Offer an extensive library of enriched online curriculum intentionally designed to be flexible in meeting the needs of all learners including struggling students in special education, English Language learners, and students needing remediation or enrichment.
- Deliver a personalized learning experience designed to foster ongoing collaboration between learners and teachers, enabling students to progress and practice at their own pace and receive support and guided instruction as needed.

INDIVIDUALIZED LEARNING FOR PASSING THE HIGH SCHOOL EQUIVALENCY TEST GENERAL EDUCATION DEVELOPMENT TEST PROGRAM

- Assess each student in areas needed to pass the High School Equivalency test, including providing a custom program to remediate learning gaps.
- Utilize enhanced teaching tools and software to support student progress. Utilize data to track and share individual and class level success with stakeholders.

HIGH SCHOOL EQUIVALENCY PREPARATION CURRICULUM – e.g., *GED Academy*:

- An online preparation program designed to help students pass the GED. Each subject test accurately measures what a student needs to study and when they are ready for each GED sub-test. Instead of a one-size-fits-all classroom, GED Academy builds a customized learning plan for each student.
- Provide three practice GED tests for each subject, in addition to teacher-graded essay tests.
- Provide sample scores to help guide students to a more personalized study.

Online Math Curriculum - e.g., *Odeysseyware*:

- Provide a web-based, assessment and learning system, enabling students to progress and practice at their own pace and receive support and guided instruction as needed.
- Use diagnostic, prescriptive, formative, and summative assessments
- Instruct each student on the topics they are ready to learn. Content questions are aligned to the specific sections of the lesson, promoting close reading of text and text evidence as well as preparing the student for next generation assessments.

Online Reading Program- e.g., *Read Naturally Read Live*:

- For use with students in need of reading support as determined by instructor.
- Web-based reading intervention and assessment program designed to provide differentiated instruction to meet the needs of a wide range of students, from first grade to adult.
- Provides students with a motivating curriculum, supporting fluency, phonics, vocabulary, and comprehension.
- Provides assessment tools for screening students for overall reading proficiency, assists teachers in determining which students need intervention, and progress monitoring.

Keyboarding Program

- Provide students with a keyboarding program for students in need of keyboarding support as determined by instructor.

The GED test is only available through an online test and will require students to type at approximately 30 wpm.

Exhibit D

Charter Community School Adults in Correctional Facilities Education Program Projected Maximum Billable Amount (Using Projected Enrollment & Instructional Days)

| | |
|----------------------------------|-----------------------|
| County Contract: | 9890 |
| Contract Period: | 07/01/2025-06/30/2028 |
| Contract Amount (Not to Exceed): | 684,409 |

| | 25/26 | 26/27 | 27/28 | Contract Total |
|-----------------------|---------|---------|---------|----------------|
| South Lake Tahoe Jail | 76,736 | 80,227 | 83,893 | 240,856 |
| Placerville Jail | 83,648 | 87,139 | 90,805 | 261,592 |
| ADA Credit | (6,699) | (6,345) | (6,345) | (19,389) |
| Sheriff Total | 153,686 | 161,021 | 168,353 | 483,060 |
| Probation | 57,870 | 70,172 | 73,307 | 201,349 |
| Projected Maximum | 211,556 | 231,193 | 241,660 | 684,409 |

CONTRACT LIMIT

| | |
|-------------------------------|---------|
| 25/26 Cost (estimated) | 211,556 |
| 26/27 Cost (estimated) | 231,193 |
| 27/28 Cost (estimated) | 241,660 |
| 26-28 Estimated Contract Cost | 684,409 |
| Max Allowed Contract Cost | 684,409 |

Notes & Assumptions

1. Assumes a 5% increase to the instructional rate each year
2. The attendance estimate for 22/23 is based on the 18/19 FY and a 10% increase is assumed for 23/24 and 24/25
3. Projected amounts assume that all possible instructional days are provided each year and that the number of instructional days would increase potentially if the student attendance increases
4. Projected costs above differ from total billed per Exhibit D for South Lake Tahoe, Placerville and Probation because High School equivalency testing and related services are not currently being provided by EDCOE. If they are provided by EDCOE in the future, these amounts will be billed.

El Dorado Office of Education
 Charter Community School Adults in Correctional Facilities Education Program
 Billing Rates and Assumptions for 2025/26

| | | South Lake Tahoe Jail | Placerville Jail | Notes |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------------------|------------------|----------|
| Student Enrollment | | 12 | 24 | 1 |
| Billing Rates: | | | | |
| Instructional Services | per hour of class time conducted | \$ 87.28 | \$ 87.28 | 2, 10 |
| Curriculum Costs | per student per month, 36 student minimum charge | \$ 48.00 | \$ 48.00 | 3, 10 |
| High School Equivalency Testing (Paper Based) | per student tested | \$ 473.00 | \$ 473.00 | 4, 5, 10 |
| High School Equivalency Testing (on-line) | per student tested | \$ 153.00 | \$ 153.00 | 4, 5, 10 |
| High School Equivalency Testing Proctor | per test session | \$ 269.00 | \$ 269.00 | 5, 6, 10 |
| High School Equivalency One-Time Testing Center | one-time per test center | \$ 490.00 | \$ 490.00 | 5, 7, 10 |
| State Income | | | | 8, 9 |
| Actual state funding received each year is the prior year funding plus an adjustment for reduction of growth ADA. For this reason, the estimated income shown in the examples is lower than it will be as anticipated growth should be funded by the state. State revenue for this program is also subject to annual reauthorization by the state Legislature and Governor. | | | | |

Notes:

- 1 Budget based on minimum number of students of 36 (12 at South Lake Tahoe and 24 at Placerville).
- 2 Monthly invoice billed on the total number of class hours conducted. When classes are suspended by County, EDCOE (Contractor) will maintain educational services, including but not limited to, transcript requests and analysis; creation of individual educational plans that leads to a diploma or equivalent; and the twice-weekly creation, photocopying, distribution, collection, and correction of individual student instructional packets, including the assigning of grades/credits. In such cases, Contractor will continue to bill based on scheduled program hours.
- 3 Monthly invoice billed at estimate of 12 students per month for SLT Jail and 24 students per month for Placerville Jail (36 total). Student enrollment based on 24/25 actual student attendance. Additional students to be billed at \$48 per student, per month.
- 4 Per student fee to be billed for each student tested. Rate billed is dependent upon method of testing chosen from two options above.
- 5 High School Equivalency Testing - (e.g. GED, HiSet, TASC, etc.)
- 6 Per test session offered, based upon 7.5 hour per day for each High School Equivalency test session including set up/tear down.
- 7 Per test center, one-time set up fee billed as incurred.
- 8 Based upon actual attendance hours, not enrollment.
- 9 Net amount due from the Jail programs for the annual contract charge is subject to potential offset for any state ADA income received. Note that the Community Corrections Center does not qualify for state ADA income.
- 10 Up to and not to exceed, 5% increase annually beginning July 1st of each year (increase and actual percentage is contingent upon Contract Administrator's approval of justification).

| SLT Jail Program, 2025-26 | | | | | | |
|--------------------------------------------------------------------|---------------|----------------------|------------------------|----------|-------------|--------|
| ESTIMATED ANNUAL BILLING | | | | | | |
| Days per Week | Hours per Day | Est. Days of Service | Estimated Annual Hours | Rate | Amt. Billed | |
| 2 | 8 | 100 | 800 | \$ 87.28 | \$ 69,824 | |
| Instructional Services | | | | | | |
| 12 Students minimum | | | | | | |
| 12.00 | | 12 | | \$ 48 | \$ 6,912 | |
| Curriculum Costs | | | | | | |
| Estimated Students | | | | | | |
| 0 | | | | \$ 473 | \$ - | |
| High School Equivalency Testing (Paper Based) | | | | | | |
| Estimated Students | | | | | | |
| 0 | | | | \$ 153 | \$ - | |
| High School Equivalency Testing (on-line) | | | | | | |
| Estimated Sessions | | | | | | |
| 0 | | | | \$ 269 | \$ - | |
| High School Equivalency One-Time Testing Center | | | | | | |
| one-time only | | | | | | |
| 0 | | | | \$ 490 | \$ - | |
| High School Equivalency One-Time Testing Center | | | | | | |
| Total Cost Billed (prior to any potential state ADA income offset) | | | | | \$ | 76,736 |

- Notes:
- 1 Budget based on minimum number of students of 36 (12 at South Lake Tahoe and 24 at Placerville).
 - 2 Monthly invoice billed on the total number of class hours conducted. When classes are suspended by County, EDCOE (Contractor) will maintain educational services, including but not limited to, transcript requests and analysis; creation of individual educational plans that leads to a diploma or equivalent; and the twice-weekly creation, photocopying, distribution, collection, and correction of individual student instructional packets, including the assigning of grades/credits. In such cases, Contractor will continue to bill based on scheduled program hours.
 - 3 Monthly invoice billed at estimate of 12 students per month for SLT Jail and 24 students per month for Placerville Jail (36 total). Student enrollment based on 24/25 actual student attendance. Additional students to be billed at \$48 per student, per month.
 - 4 Per student fee to be billed for each student tested. Rate billed is dependent upon method of testing chosen from two options above.
 - 5 High School Equivalency Testing - (e.g. GED, HiSet, TASC, etc.)
 - 6 Per test session offered, based upon 7.5 hour per day for each High School Equivalency test session including set up/tear down.
 - 7 Per test center, one-time set up fee billed as incurred.
 - 8 Based upon actual attendance hours, not enrollment.
 - 9 Net amount due from the Jail programs for the annual contract charge is subject to potential offset for any state ADA income received. Note that the Community Corrections Center does not qualify for state ADA income.

| Placerville Jail Program, 2025-26 | | | | | | | | Notes |
|---------------------------------------------------------------|---------------|---------------------|----------------------|------------------------|----------|-------------|------|-------|
| ESTIMATED ANNUAL BILLING | | | | | | | | |
| | Days per Week | Hours per Day | Est. Days of Service | Estimated Annual Hours | Rate | Amt. Billed | | |
| Instructional Services | 4 | 4 | 200 | 800 | \$ 87.28 | \$ 69,824 | 2 | |
| | | 24 Students minimum | Months | | | | | |
| Curriculum Costs | | 24.00 | 12 | | \$ 48 | \$ 13,824 | 3 | |
| | | Estimated Students | | | | | | |
| High School Equivalency Testing (Paper Based) | | 13 | | | \$ 473 | \$ 6,149 | 4, 5 | |
| | | Estimated Students | | | | | | |
| High School Equivalency Testing (on-line) | | 0 | | | \$ 153 | \$ - | 4, 5 | |
| | | Estimated Sessions | | | | | | |
| High School Equivalency Testing Proctor | | 10 | | | \$ 269 | \$ 2,690 | 5, 6 | |
| | | one-time only | | | | | | |
| High School Equivalency One-Time Testing Center | | 1 | | | \$ 490 | \$ 490 | 5, 7 | |
| Total Billed (prior to any potential state ADA income offset) | | | | | | \$ 92,977 | 8, 9 | |

Notes:

- Budget based on minimum number of students of 36 (12 at South Lake Tahoe and 24 at Placerville).
- Monthly invoice billed on the total number of class hours conducted. When classes are suspended by County, EDCOE (Contractor) will maintain educational services, including but not limited to, transcript requests and analysis; creation of individual educational plans that leads to a diploma or equivalent; and the twice-weekly creation, photocopying, distribution, collection, and correction of individual student instructional packets, including the assigning of grades/credits. In such cases, Contractor will continue to bill based on scheduled program hours.
- Monthly invoice billed at estimate of 12 students per month for SLT Jail and 24 students per month for Placerville Jail (36 total). Student enrollment based on 24/25 actual student attendance. Additional students to be billed at \$48 per student, per month.
- Per student fee to be billed for each student tested. Rate billed is dependent upon method of testing chosen from two options above.
- High School Equivalency Testing - (e.g. GED, HiSet, TASC, etc.)
- Per test session offered, based upon 7.5 hour per day for each High School Equivalency test session including set up/tear down.
- Per test center, one-time set up fee billed as incurred.
- Based upon actual attendance hours, not enrollment.
- Net amount due from the Jail program for the annual contract charge is subject to potential offset for any state ADA income received. Note that the Community Corrections Center does not qualify for state ADA income.

El Dorado Office of Education
Charter Community School Adult Education Program
Billing Rates and Assumptions for 2025/26

| | | Probation Department Durock Road | Notes |
|-------------------------------------------------|--------------------------------------------------|----------------------------------------|---------|
| Student Enrollment | | 0-13 | 1 |
| Billing Rates: | | | |
| Instructional Services | per hour of class time conducted | \$ 87.28 | 2, 8 |
| Curriculum Costs | per student per month, 13 student minimum charge | \$ 48.00 | 3, 8 |
| High School Equivalency Testing (Paper Based) | per student tested | \$ 473.00 | 4, 5, 8 |
| High School Equivalency Testing (on-line) | per student tested | \$ 153.00 | 4, 5, 8 |
| High School Equivalency Testing Proctor | per test session | \$ 269.00 | 5, 6, 8 |
| High School Equivalency One-Time Testing Center | one-time per test center | \$ 490.00 | 5, 7, 8 |

Notes:

- 1 Budget based on 13 students.
- 2 Monthly invoice billed on the total number of class hours conducted. When classes are suspended by County, EDCOE (Contractor) will maintain educational services, including but not limited to, transcript requests and analysis; creation of individual educational plans that leads to a diploma or equivalent; and the twice-weekly creation, photocopying, distribution, collection, and correction of individual student instructional packets, including the assigning of grades/credits. In such cases, Contractor will continue to bill based on scheduled program hours.
- 3 Monthly invoice billed at a minimum of 13 students per month. Additional students to be billed at \$48 per student, per month.
- 4 Per student fee to be billed for each student tested. Rate billed is dependent upon method of testing chosen from two options above.
- 5 High School Equivalency Testing - (e.g. GED, HiSet, TASC, etc.)
- 6 Per test session offered, based upon 7.5 hour per day for each High School Equivalency test session including set up/tear down.
- 7 Per test center, one-time set up fee billed as incurred.
- 8 Up to and not to exceed, 5% increase annually beginning July 1st of each year (increase and actual percentage is contingent upon Contract Administrator's approval of justification).

| Placerville Probation Program 2025-26 | | | | | | |
|-------------------------------------------------|---------------|------------------------------|----------------------|------------------------|-----------|---------------|
| ESTIMATED ANNUAL BILLING | | | | | | |
| | Days per Week | Hours per Day | Est. Days of Service | Estimated Annual Hours | Rate | Amt. Billed |
| Instructional Services | 3 | 4.5 | 152 | 684 | \$ 87.28 | \$ 59,700 |
| | | 13 student minimum per month | Months | | | |
| Curriculum Costs | | 13 | 12 | | \$ 48 | \$ 7,488 |
| | | Estimated Students | | | | |
| High School Equivalency Testing (Paper Based) | | 7 | | | \$ 473 | \$ 3,311 |
| | | Estimated Students | | | | |
| High School Equivalency Testing (on-line) | | 0 | | | \$ 153 | \$ - |
| | | Estimated Sessions | | | | |
| High School Equivalency Testing Proctor | | 10 | | | \$ 269 | \$ 2,690 |
| | | one-time only | | | | |
| High School Equivalency One-Time Testing Center | | 1 | | | \$ 490 | \$ 490 |
| Projected 2022-23 Contract Amount | | | | | \$ | 73,679 |

Notes

2

3

4, 5

4, 5

5, 6

5, 7

Notes:

- 1 Budget based on 13 students.
- 2 Monthly invoice billed on the total number of class hours conducted. When classes are suspended by County, EDCOE (Contractor) will maintain educational services, including but not limited to, transcript requests and analysis; creation of individual educational plans that leads to a diploma or equivalent; and the twice-weekly creation, photocopying, distribution, collection, and correction of individual student instructional packets, including the assigning of grades/credits. In such cases, Contractor will continue to bill based on scheduled program hours.
- 3 Monthly invoice billed at a minimum of 13 students per month. Additional students to be billed at \$48 per student, per month.
- 4 Per student fee to be billed for each student tested. Rate billed is dependent upon method of testing chosen from two options above.
- 5 High School Equivalency Testing - (e.g. GED, HiSet, TASC, etc.)
- 6 Per test-session offered, based upon 7.5 hour per day for each High School Equivalency test session including set up/tear down.
- 7 Per test center, one-time set up fee billed as incurred.

Adult Education Revenue Projections

*Projections assume a 5% rate increase for each year

5%

Source

P'ville Jail
SLT Jail
Probation

| 25/26 Revenue | 26/27 Revenue | 27/28 Revenue |
|------------------------------|------------------------------|------------------------------|
| 5% Instructional Increase | 5% Instructional Increase | 5% Instructional Increase |
| 80,476 | 83,967 | 87,633 |
| 73,210 | 77,055 | 80,721 |
| 57,870 | 70,172 | 73,307 |
| 211,556 | 231,193 | 241,660 |

Placerville Jail Revenue Calculation

| Instructional Services: | | | | Curriculum Costs | | |
|------------------------------------------------------------------|---------|---------|-----------|---------------------------------------------------------------------------------------------------|------------------------|-----------|
| Days in Operation | Hrs/Day | Cost/Hr | Total | Students > 1day | Cost per Student | Total |
| 25/26 Fiscal Year (a) | 200.0 | 4 | 87.28 | 69,824 | | |
| 26/27 Fiscal Year (a) | 200.0 | 4 | 91.64 | 73,315 | | |
| 27/28 Fiscal Year (a) | 200.0 | 4 | 96.23 | 76,981 | | |
| GED Testing, Proctor & One Time Testing Center (if Billed) 25/26 | | | \$ 9,329 | | | |
| GED Testing, Proctor & One Time Testing Center (if Billed) 26/27 | | | \$ 9,795 | | | |
| GED Testing, Proctor & One Time Testing Center (if Billed) 27/28 | | | \$ 10,285 | | | |
| | 25/26 | 26/27 | 27/28 | | | |
| Fees | 83,648 | 87,139 | 90,805 | | | |
| ADA Credit | (3,173) | (3,173) | (3,173) | | | |
| Total Revenues | 80,476 | 83,967 | 87,633 | | | |
| | | | | July-September 2024 (b) | 72 | |
| | | | | October-December 2024 (b) | 72 | |
| | | | | January-March 2025 (b) | 72 | |
| | | | | April-June 2025 (b) | 72 | |
| | | | | Estimated Enrollment 25/26 | 288 | 48 13,824 |
| | | | | Estimated Enrollment 26/27 | 288 | 48 13,824 |
| | | | | Estimated Enrollment 27/28 | 288 | 48 13,824 |
| | | | | (a) Assumes that class will run Mon, Tue, Wed & Thurs for each week in the fiscal year. | | |
| | | | | (b) We are assuming that enrollment for 25/26 will continue to be the minimum number of students. | | |

South Lake Tahoe Jail Revenue Calculation

| Instructional Services: | | | | Curriculum Costs | | |
|------------------------------------------------------------------|---------|---------|---------|----------------------------|------------------|-------|
| Days in Operation | Hrs/Day | Cost/Hr | Total | Students > 1day | Cost per Student | Total |
| 25/26 Fiscal Year (a) | 100.0 | 8 | 87.28 | 36 | | |
| 26/27 Fiscal Year (a) | 100.0 | 8 | 91.64 | 36 | | |
| 27/28 Fiscal Year (a) | 100.0 | 8 | 96.23 | 36 | | |
| GED Testing, Proctor & One Time Testing Center (N/A @ SLT) 22/23 | | | \$ - | Estimated Enrollment 25/26 | 144 | 48 |
| GED Testing, Proctor & One Time Testing Center (N/A @ SLT) 23/24 | | | \$ - | Estimated Enrollment 26/27 | 144 | 48 |
| GED Testing, Proctor & One Time Testing Center (N/A @ SLT) 24/25 | | | \$ - | Estimated Enrollment 27/28 | 144 | 48 |
| | | | | | | |
| | 25-26 | 26/27 | 27/28 | | | |
| Fees | 76,736 | 80,227 | 83,893 | | | |
| ADA Credit | (3,526) | (3,173) | (3,173) | | | |
| Total Revenues | 73,210 | 77,055 | 80,721 | | | |

(a) Assumes that class will run Tue, & Thurs for each week in the fiscal year.

(b) We are assuming that enrollment for 25/26 will continue to be the minimum number of students.

Probation Revenue Calculation

| Instructional Services: | | | | Curriculum Costs | | |
|-------------------------|---------|---------|--------|----------------------------|------------------|-------|
| Days in Operation | Hrs/Day | Cost/Hr | Total | Students > 1day | Cost per Student | Total |
| 25/26 Fiscal Year (a) | 152 | 4.5 | 87.28 | 39 | | |
| 26/27 Fiscal Year (a) | 152 | 4.5 | 91.64 | 39 | | |
| 27/28 Fiscal Year (a) | 152 | 4.5 | 96.23 | 39 | | |
| | | | | Estimated Enrollment 25/26 | 156 | 48 |
| | | | | Estimated Enrollment 26/27 | 156 | 48 |
| | | | | Estimated Enrollment 27/28 | 156 | 48 |
| | | | | | | |
| | 25-26 | 26/27 | 27/28 | | | |
| Fees | 57,870 | 70,172 | 73,307 | | | |
| ADA Credit | - | - | - | | | |
| Total Revenues | 57,870 | 70,172 | 73,307 | | | |

(a) Assumes that class will run Tue, Wed, & Thurs for each week in the fiscal year.

(b) We are assuming that enrollment for 25/26 will be the same as 24/25.