

# ORIGINAL

Distribution:

Contractor  
Charter Community School Executive Director  
Director of Court Schools Programs  
COE Board Secretary  
SARB Secretary  
Accounting/Budget Manager  
Accounts Payable Clerk

EDC #048-01311  
AGREEMENT NO. 3237  
Account No.  
Encumber:  
Fiscal Term: 2012-13 & 2013-14

## EL DORADO COUNTY OFFICE OF EDUCATION A PROJECT FOR 601 AND 602 YOUTH AGREEMENT FOR PROBATION SERVICES

THIS AGREEMENT is made and entered into by and between the EL DORADO COUNTY OFFICE OF EDUCATION and the EL DORADO COUNTY BOARD OF EDUCATION, collectively known as "COUNTY SCHOOLS", and the COUNTY OF EL DORADO PROBATION DEPARTMENT, hereinafter referred to as "COUNTY".

WHEREAS, certain students on probation need additional support services to function in the public schools; and

WHEREAS, County Schools is authorized under Chapter 6.5 of the Education Code, Section 1980 et seq. to enroll and provide for education of children through a Court School Program; and

WHEREAS, these additional services are to be provided through the El Dorado County Court School Program;

NOW, THEREFORE, BE IT RESOLVED that this agreement is hereby entered into by the above referenced parties, to wit:

I. COUNTY SCHOOLS agrees:

A. To pay COUNTY at a rate of One Hundred Dollars (\$100) per unit of average daily attendance as defined by Education Code Section 46300 for each school year generated pursuant to Education Code Section 1981(c) from each student, who is within the provisions of 601 and/or 602 of the Welfare and Institutions Code, referred by COUNTY to COUNTY SCHOOLS and enrolled in the Charter Community School Intervention Program. Total payment to COUNTY by COUNTY SCHOOLS for the 2012-13 school year shall be made by June 30, 2013. Total payment to COUNTY by COUNTY SCHOOLS for the 2013-14 school year shall be made by June 30, 2014.

B. For the number of instructional days in 2012-13 and 2013-14 to provide appropriate educational programs for any youth coming within the provisions of 601 and/or 602 of the Welfare and Institutions Code who is referred by County and enrolled in the El Dorado County Court School Program.

C. To provide at meetings between COUNTY and COUNTY SCHOOLS (referred to as C.A.R.E. meetings) that information necessary to evaluate any youth referred by County and enrolled in the El Dorado County Court School Program.

D. County Schools shall have no right to control, supervise, or direct the methods by which County provides probation services under this program.

II. COUNTY agrees that by or through the El Dorado County Probation Department:

A. To review the case of each student referral by County Schools and to determine and certify whether or not the student comes within the provisions of 601 and/or 602 of the Welfare and Institutions Code.

B. To review the case of each student that has been certified to COUNTY SCHOOLS as coming within the provisions of 601 and/or 602 of the Welfare and Institutions Code every six (6) months to determine whether or not such student should be recertified. The parent(s) of each student so reviewed shall be informed by the C.A.R.E. Team at the time of each review.

C. To provide clerical services necessary for the enrollment of students in the El Dorado County Charter Community Schools Intervention Program pursuant to 1981(c) of the California Education Code. COUNTY clerical staff will maintain adequate records of all students certified hereunder and enrolled in the Charter Community Schools Program.

D. To provide general supervision and/or follow-up as may be determined by individual student needs.

III. IT IS FURTHER AGREED by the parties:

A. Any equipment purchased with money received by COUNTY through this agreement will remain the property of County.

B. The Deputy Probation Officer assigned to the C.A.R.E. Team will participate in making the final determination whether the casework plan recommended by the C.A.R.E. Team meets the youth's needs.

C. The term of the agreement is from July 1, 2012 through June 30, 2014.

D. The COUNTY officer or employee with responsibility for administering this Agreement is ~~Gary Hudgeons, Interim~~ Chief Probation Officer, or successor.

Gregory S. Sly,

IV. Default, Termination and Cancellation:

Termination Without Cause:

This Agreement may be terminated for any reason by either party at any time during its term, by giving 30 days' written notice to the other party, which shall be given either in

person or by first-class mail to the address set forth herein below for the respective parties.

In the event of termination, COUNTY SCHOOLS will pay for satisfactory services rendered prior to the effective date set forth in the Notice of Termination provided to COUNTY, but in no event shall be obligated to pay more than for services rendered under the Agreement. Upon receipt of the Notice of Termination, COUNTY shall promptly discontinue all services affected as of the effective date of the notice, and promptly deliver all deliverables, proprietary documentation and information of the COUNTY SCHOOLS.

Default:

Upon either party's failure to perform any provision of this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than ten (10) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said ten-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gives notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice.

V. Fiscal Considerations:

The parties to this Agreement recognize and acknowledge that COUNTY and COUNTY SCHOOLS are political subdivisions of the State of California. As such they are 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 services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY and COUNTY SCHOOLS business, they 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 and COUNTY SCHOOLS, as the case may be, 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 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 automatically terminate and the Parties released from any further liability hereunder.

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

VI. Amendment 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 representatives of the parties.

**Indemnity:** COUNTY SCHOOLS shall indemnify, defend and hold harmless COUNTY, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees and other costs including properties of COUNTY and injury to or death of COUNTY's officers, agents or employees, consequential losses or economic losses, which in any way arise out of or are alleged to arise out of the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of COUNTY SCHOOLS, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them unless such damage loss injury or death shall be caused by the sole or active negligence of the COUNTY.

COUNTY shall indemnify, defend and hold harmless COUNTY SCHOOLS, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees and other costs including properties of COUNTY SCHOOLS and injury to or death of COUNTY SCHOOLS's officers, agents or employees, consequential losses or economic losses, which in any way arise out of or are alleged to arise out of the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of COUNTY, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them unless such damage loss injury or death shall be caused by the sole or active negligence of the COUNTY SCHOOLS.

VII. Contract Interpretation:

Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should either Party choose to excuse any given failure of the other Party to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often the respective Party may choose to excuse a failure to perform them.

**Insurance:** The COUNTY SCHOOLS and COUNTY are self-insured and shall provide a letter of self-insurance if requested to do so by either party during the term of this Agreement.

VIII. Third Party Rights:

Except where specifically stated otherwise in this document, the promises in this

document benefit COUNTY and COUNTY SCHOOLS only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or nonperformance of this Agreement, nor do the Parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

IX. Notices:

Any notice or other correspondence required to be given under this Agreement by either Party to the other may be effected by personal delivery in writing, or by registered or certified mail, postage prepaid with return receipt requested. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received three days after affixed postmark. Notices and correspondence to COUNTY shall be delivered to it as follows:

Gregory S. Sly,  
~~Gary Hudgeons, Interim~~ Chief Probation Officer  
County of El Dorado  
3974 Durock Road, Ste 205  
Shingle Springs, CA 95682

Notices and correspondence to COUNTY SCHOOLS shall be deemed delivered when personally delivered to, or if mailed, addressed to COUNTY SCHOOLS at:

Vicki L. Barber, Ed.D., Superintendent  
El Dorado County Office of Education  
6767 Green Valley Road  
Placerville, CA 95667

Each Party may change their address for Notices by giving written notice pursuant to this paragraph. Any notices to be given by one party to the other may be given either personally or by depositing a notice postmarked and registered (postage prepaid) in the United States Mail, addressed to other at the address set forth hereinbelow.

X. Assignment:

COUNTY SCHOOLS is engaged by COUNTY for its unique classification and skills and specific performance as necessary. COUNTY SCHOOLS may not assign this Agreement or any part of it to another person without the written consent of the COUNTY.

XI. Conflict of Interest:

The Parties mutually covenant that they, and each of their officers, employees and representatives, presently have no interest, nor have had an interest within the last one year, and shall not acquire any interest, direct or indirect, financial or otherwise, which might conflict in any manner or degree with the performance of his services hereunder.

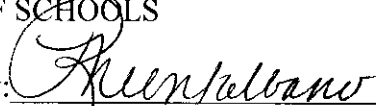
XII. Contract Administrator:

The COUNTY representative with responsibility for administration of this Agreement shall be ~~Gary Hudgeons, Interim~~ Chief Probation Officer.  
Gregory S. Sly,

COUNTY OF EL DORADO

EL DORADO COUNTY SUPERINTENDENT  
OF SCHOOLS

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
"COUNTY"

By:  \_\_\_\_\_  
Robbie Montalbano, Assoc. Superintendent  
"COUNTY SCHOOLS"

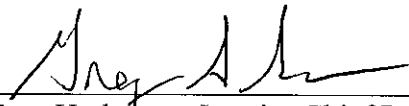
Dated: \_\_\_\_\_

Dated: 5-14-12

ATTEST:  
Clerk of the Board of Supervisors

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

APPROVAL RECOMMENDED:

By:  \_\_\_\_\_  
~~Gary Hudgeons, Interim~~ Chief Probation Officer  
Gregory S. Sly,