

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND GATEWAY UNIFIED SCHOOL DISTRICT

This agreement is entered into between the County of Shasta, through its Probation Department, a political subdivision of the State of California ("County") and Gateway Unified School District ("District") for the purpose of providing a Juvenile Prevention Officer (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF DISTRICT.

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

- A. Provide appropriate non-exclusive professional office space for the Juvenile Prevention Officer (JPO) to work.
- B. Schedule work week for JPO. 85% of time shall be spent at Central Valley High School, 15% of time shall be at other schools as needed.
- C. Schedule home visits and after school activities with JPO as approved by County.
- D. District shall compensate County as prescribed in Sections 3 and 4 of this agreement.

Section 2. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall provide one JPO to District during the times and at the locations as specified in this agreement. The JPO shall:

- A. Work on regular school days, 7:30 a.m. to 4:30 p.m., Monday through Friday, excluding District holidays as listed on District's 2018-19 School Calendar, attached and incorporated herein as Attachment A, and excluding County holidays as listed on County's 2018 Holiday Schedule, attached and incorporated herein as Attachment B, and excluding County holidays as listed on County's 2019 Holiday Schedule, attached and incorporated herein as Attachment C.
 - (1) Monday through Thursday, the JPO shall be in probation polo and uniform trousers.
 - (2) Fridays, the JPO shall have the option to wear Central Valley High School gear, provided by District, to be returned at the end of assignment. If JPO does not elect to wear Central Valley High School gear, the JPO shall be in probation polo and uniform trousers.
- B. Attend community events, school activities, outreach programs, and home visits outside of normal working hours as scheduled by District and approved by County.
- C. Provide class instruction as identified by District and approved by County.

- D. Participate on the Safety Committee.
- E. Provide general supervision during passing periods, breaks, and lunch.
- F. Assist school administration with parents/guardians.
- G. Provide home visits for youth who are struggling with truancy issues.
- H. Build relationships with staff, students, and parents.
- I. JPO will be a liaison between students and parents and social services agencies and connect families with services as needed.
- J. Have a working relationship with Shasta Lake Unit of the Shasta County Sheriff's Office.

Section 3. COMPENSATION.

- A. District shall pay to County a maximum of \$112,000 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 \$112,000.
- B. County's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. TERM OF AGREEMENT.

This agreement shall commence as of August 10, 2018 and shall end June 30, 2019.

Section 5. TERMINATION OF AGREEMENT.

- A. Either Party may terminate this agreement without cause on 30 days written notice to the other Party.
- B. Either Party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- C. County's right to terminate this agreement may be exercised by the County Executive Officer or the Chief Probation Officer. District's right to terminate this agreement may be exercised by District's Superintendent.
- D. Should this agreement be terminated, District shall compensate County for services satisfactorily completed and provided prior to the effective date of termination.

Section 6. 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. County shall be entitled to no other benefits other than those specified herein. County specifically acknowledges that in entering into and executing this agreement, County 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 District and the Chief Probation Officer, 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 7. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 8. EMPLOYMENT STATUS OF COUNTY.

It is expressly understood and agreed that nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which County performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by County shall be provided in a manner consistent with the professional standards applicable to such work or services.

Section 9. 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 attorneys' 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 10. INSURANCE COVERAGE.

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 11. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with either Party or if any lawsuit is instituted concerning either Party's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the other Party, each Party shall give prompt and timely notice thereof to the other Party. 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 12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Each Party shall observe and comply with all applicable present and future federal laws, state laws, and local laws, codes, rules regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Neither Party 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. Each Party represents that they are in compliance with and agrees that they 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.

- D. No funds or compensation received by County under this agreement shall be used by County for sectarian worship, instruction, or proselytization. No funds or compensation received by County under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, each Party shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of their Party's noncompliance with the provisions of this Section.

Section 13. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of District that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of District or County. Except where longer retention is required by federal or state law, District shall maintain all records for five years after County receives final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. District 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. District 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.

Section 14. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

District's failure to comply with state and federal child, family, and spousal support reporting requirements regarding District'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. District's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 15. LICENSES AND PERMITS.

District, and District'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 16. PERFORMANCE STANDARDS.

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

Section 17. CONFLICTS OF INTEREST.

Each Party and Party'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 18. NOTICES.

- A. Except as provided in Section 5.B. 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: Chief Probation Officer
Shasta County Probation Department
2684 Radio Lane
Redding, CA 96001
Phone: 530-245-6200
Fax: 530-245-6001

If to District: Superintendent
Gateway Unified School District
4411 Mountain Lakes Boulevard
Redding, CA 96003
Phone: 530-245-7900
Fax: (530) 245-7920

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 18.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.

Section 19. 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 20. COMPLIANCE WITH POLITICAL REFORM ACT.

District 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 District to disclose financial interests and to recuse from influencing any County decision which may affect District's financial interests. If required by the County's Conflict of Interest Code, District shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 21. PROPERTY TAXES.

District represents and warrants that District, on the date of execution of this agreement, (1) has paid all property taxes for which District is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. District shall make timely payment of all property taxes at all times during the term of this agreement.

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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and District have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

Les Baugh, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

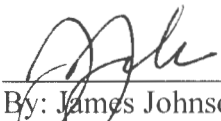
LAWRENCE G. LEES
Clerk of the Board of Supervisors

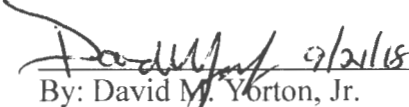
By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

 09/21/18
By: James Johnson Date
Risk Management Analyst III

 9/21/18
By: David M. Yorton, Jr. Date
Senior Deputy County Counsel

DISTRICT

Date: _____

James Harrell, Superintendent
Gateway Unified School District



GATEWAY UNIFIED SCHOOL DISTRICT 2018-2019 SCHOOL CALENDAR

JULY 2018					
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

AUGUST 2018 13/180					
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

SEPTEMBER 2018 32/180					
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

OCTOBER 2018 55/180					
M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

NOVEMBER 2018 71/180					
M	T	W	T	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

DECEMBER 2018 85/180					
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

JANUARY 2019 102/180					
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

FEBRUARY 2019 117/180					
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28		

MARCH 2019 133/180					
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

APRIL 2019 155/180					
M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

MAY 2019 177/180					
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

JUNE 2019 180					
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

DATES TO REMEMBER:

August 10	Professional Development Day or Work Day
August 13	Professional Development Day or Work Day
August 14	All Staff Work Day or Prof. Development Day
August 15	First Day of School (No Minimum Day)
Sept. 24-28	Parent/Teacher Conferences (Minimum Day *)
Jan. 7	Professional Development Day

DATES TO REMEMBER:

Nov. 19 - 23	Thanksgiving Recess (No School)
Dec. 21 - Jan. 7	Winter Recess (No School)
Feb. 18 - 22	President's Week Recess (No School)
April 15 - 19	Spring Recess (No School)
June 8	Last Day of School (Minimum Day *)
180	Student Attendance Days

* 37 Minimum Days: Mondays, Parent Conferences & Last Day of School

HOLIDAYS

07/04	Independence Day
09/03	Labor Day
11/11	Veterans Day (11/11) Observed
11/22	In Lieu of CA Admissions Day (9/9)
11/23 - 23	Thanksgiving (11/22)
12/24	Christmas Eve
12/25	Christmas Day
12/26	Negotiated Holiday
01/01	New Year's Day
01/21	Martin Luther King, Jr. Day
02/18	Washington's Birthday (2/22) Observed
02/19	Lincoln's Birthday (2/12) Observed
04/10	Easter (4/21) Observed
05/27	Memorial Day

SESSIONS: MLHS	SEMESTERS: CVHS
Session 1 ends: 09/28/18	First Semester
Session 2 ends: 11/09/18	1 st quarter ends: 10/12/18
Session 3 ends: 01/11/19	2 nd quarter ends: 12/20/18
Session 4 ends: 03/01/19	Second Semester
Session 5 ends: 04/12/19	3 rd quarter ends: 03/15/19
Session 6 ends: 06/05/19	4 th quarter ends: 06/05/19
TRIMESTERS: (BSA, GOES, SLS)	
1 st trimester ends: 11/09/18	180 Instructional Days
2 nd trimester ends: 03/01/19	Revised: May 30, 2018
3 rd trimester ends: 06/05/19	



**MEMORANDUM
DEPARTMENT OF SUPPORT SERVICES**

Angela Davis, Director of Support Services
(530) 225-5515 Voice
(530) 225-5345 Fax

PO-055

To: All Shasta County Employees
From: Angela Davis, Director of Support Services
Date: August 3, 2017
Subject: 2018 Holiday Schedule

Pursuant to Section 11.1 of the Shasta County Personnel Rules, the following is a list of the 2018 holidays for County employees. Please note, if an authorized holiday falls on a Saturday, the immediately preceding Friday will be observed as the paid holiday. If an authorized holiday falls on a Sunday, the following Monday will be observed as the paid holiday.

<u>Holiday</u>	<u>Date of Observance</u>
January 1 (New Year's Day)	Monday, January 1, 2018
The 3rd Monday in January (Martin Luther King, Jr. Day)	Monday, January 15, 2018
February 12th (Lincoln's Birthday)	Monday, February 12, 2018
The 3rd Monday in February (Presidents' Day)	Monday, February 19, 2018
The last Monday in May (Memorial Day)	Monday, May 28, 2018
July 4th (Independence Day)	Wednesday, July 4, 2018
The 1st Monday in September (Labor Day)	Monday, September 3, 2018
November 11th (Veterans' Day)	Monday, November 12, 2018
The 4th Thursday in November (Thanksgiving Day)	Thursday, November 22, 2018
Day Following Thanksgiving	Friday, November 23, 2018
December 24th (Christmas Eve)	Monday, December 24, 2018
December 25th (Christmas Day)	Tuesday, December 25, 2018

AD: ae



MEMORANDUM
DEPARTMENT OF SUPPORT SERVICES
 Angela Davis, Director of Support Services
 (530) 225-5515 Voice
 (530) 225-5345 Fax

PO-072

To: All Shasta County Employees

From: Angela Davis, Director of Support Services

Date: August 3, 2018

Subject: 2019 Holiday Schedule

Pursuant to Section 11.1 of the Shasta County Personnel Rules, the following is a list of the 2019 holidays for County employees. Please note, if an authorized holiday falls on a Saturday, the immediately preceding Friday will be observed as the paid holiday. If an authorized holiday falls on a Sunday, the following Monday will be observed as the paid holiday.

<u>Holiday</u>	<u>Date of Observance</u>
January 1 (New Year's Day)	Tuesday, January 1, 2019
The 3rd Monday in January (Martin Luther King, Jr. Day)	Monday, January 21, 2019
February 12th (Lincoln's Birthday)	Tuesday, February 12, 2019
The 3rd Monday in February (Presidents' Day)	Monday, February 18, 2019
The last Monday in May (Memorial Day)	Monday, May 27, 2019
July 4th (Independence Day)	Thursday, July 4, 2019
The 1st Monday in September (Labor Day)	Monday, September 2, 2019
November 11th (Veterans' Day)	Monday, November 11, 2019
The 4th Thursday in November (Thanksgiving Day)	Thursday, November 28, 2019
Day Following Thanksgiving	Friday, November 29, 2019
December 24th (Christmas Eve)	Tuesday, December 24, 2019
December 25th (Christmas Day)	Wednesday, December 25, 2019

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