



OROVILLE UNION HIGH SCHOOL DISTRICT SPECIAL BOARD OF TRUSTEES MEETING AGENDA

**Tuesday, August 30, 2022 at 5:15 p.m. at the District Office Conference Room,
located at 2211 Washington Avenue, Oroville, CA 95966**

Closed session will be held at the end of the meeting.

District Goals

1. Provide equitable educational opportunities to every student.
2. Provide a safe, nurturing and supportive environment to every student using Culturally Responsive Positive Behavior Intervention Supports as a framework.
3. Every student will have a goal for college and/or careers, and our district will prepare each for participation in those opportunities.

BOARD MEMBERS:

Scott Damon, President
Amber Englund, Vice President
Ray Sehorn, Clerk
Bonnie King, Trustee
Nannette Walker, Trustee

DISTRICT ADMINISTRATION:

Dr. Corey Willenberg, Superintendent
Susan Watts, Assistant Superintendent/CBO
Vacant, Director of Education
Jeff Ochs, Director of Alternative Education
Dr. Lamar Collins, Principal of Las Plumas High School
Kristen Wiedenman, Principal of Oroville High School
Matt Kermen, Continuation School Principal

Agenda materials are available on the district's website (ouhsd.org)

Students and parents/guardians may request in writing to the Board Secretary/Superintendent that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes and to make any other clarifying changes.

NON-DISCRIMINATION STATEMENT: the Governing Board is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on actual or perceived characteristics of race, color, ancestry, nationality, immigration status, age, ethnicity, religion, parental or pregnancy status, marital status, medical information, mental or physical disability, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics.

AMERICANS WITH DISABILITIES ACT: Please contact the Superintendent's Office at 538-2300, extension 1107, 48 hours in advance of the meeting should you require a disability-related modification or accommodation in order to participate in meetings or visit the District Office.

ALL MEETINGS ARE RECORDED

**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES**

SPECIAL MEETING AGENDA

Tuesday, August 30, 2022, 5:15 p.m. at the District Office, 2211 Washington Avenue, Oroville, CA 95966

CALL TO ORDER

ROLL CALL

Scott Damon, Amber Englund, Bonnie King, Ray Sehorn and Nannette Walker

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON NON-AGENDA ITEMS

At this time, the President will invite anyone in the audience wishing to address the Board on a matter not listed on the agenda to step to the podium, state their name for the record and make their presentation. The President will also read aloud any comments or questions received by 2:00 p.m. on the board meeting date. Presentations are **limited to three (3) minutes per person and fifteen (15) minutes per subject**. The Board is prohibited by State law from taking action on any item not listed on the agenda, except under special circumstances as defined in the Government Code.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

At this time, the President will invite anyone in the audience wishing to address the Board on a matter listed on the agenda to step to the podium, state their name for the record and make their presentation. The President will also read aloud any comments or questions received by 2:00 p.m. on the board meeting date. Presentations are **limited to three (3) minutes per person and fifteen (15) minutes per subject**

NEW BUSINESS

1. 22/23 Agreement with the Durham Recreation and Park District (Willenberg)

FRRPD notified the District that the Nelson Pool is currently unavailable for use due to mechanical issues. Therefore, the District is seeking approval of an agreement to use the pool in Durham for practices and home meets until the Nelson Pool is operational. **Recommend approval**

Enclosure

2. Social Work Field Education Practicum Agreement (Willenberg)

The District is seeking approval of a Practicum Agreement with CSU, Northridge in order to have a Social Worker intern placed at PHS and CDS. **Recommend approval**

Enclosure

3. 22/23 Professional Services Agreement with 360 Degree Customer, Inc. (Willenberg)

The District is seeking approval of a Professional Services Agreement for 24 hours per week of on-site nursing services. **Recommend approval**

Enclosure

SPECIAL BOARD AGENDA FOR AUGUST 30, 2022

4. Variable Term Waiver – Social Science (Willenberg)

Yesenia Carmona will be employed on the basis of a Single Subject Social Science Variable Term Waiver. Her assignment will be to teach Social Science, grades 9-12, at Las Plumas High School.,
Recommend approval

Enclosure

5. Personnel Assignment Order

Approval is requested for the following Personnel Assignment Order:

Certificated

Savannah Tristan
English Teacher – OHS
Change to hire date
Effective 8/26/2022

2022/23 Substitute Teachers

Kyle Dahlgren
Nicole Gonzalez
Mai Xiong
Nicole Gonzalez

2021/22 Summer Session

PHS

Bertha Campanero
Andrew Lerner
Sawn White

2022/23 Subject Area Coordinators

LPHS

Math – Rebecca Howard
Special Education – Thomas Lewis

Correction to LPHS Extra Duty Stipend:
AG – Andree' Early (K-12 Strong Workforce
Grant funded stipend)
Link Crew: Keely Frazier
Link Crew: Kim Regnerus

2022/23 Tutors

OHS

Gabriela Rodriguez
Jania Johnson
Wong Lee
Alisha Weliver
Jeff Reid
John Permann
Teresa Leyva

LPHS

Paul Weliver
Laura LaFayette
Regina Stafford
Andree Earley
Elizabeth Franks

Classified

Jessyca Steinmann
Administrative Secretary – OHS
Request for FMAL/CFRA Leave
Effective 9/12/2022 – 11/7/2022

Erica Dockery
Administrative Secretary
Resignation
Effective 9/2/2022

Rubid Valdez
Para-Educator II – ATC
Resignation
Effective 8/22/2022

Rosella Davis
Bus Driver
Change: Bus Driver 2.0 hrs. p/day SDO to 2.0hrs
p/day; 240 days
Effective 7/29/2022

Tamera Golden
Transportation Secretary
8 hrs. p/day; 240 days p/yr.
Step/Column 17/D \$21.28
Effective 9/1/2022

Angelina Brady
Food Service Worker
Change from 3.5 hrs. to 5.5 hrs. p/day
Effective 9/1/2022

2022/23 Substitute Custodian

Miles Brewer

2022/23 Substitute Campus Supervisor

Jesus Favela

2022/23 Substitute Universal

Jesus Favela

SPECIAL BOARD AGENDA FOR AUGUST 30, 2022

CLOSED SESSION

- **Personnel-Gov't. Code 54957** [Public employee employment/discipline/dismissal/release]

RESULTS OF CLOSED SESSION

ADJOURNMENT

The meeting will be adjourned to a regular board meeting scheduled for Wednesday, September 21, 2022, at 5:30 p.m. in the Transportation Conference Room.

**AGREEMENT BETWEEN DURHAM RECREATION AND PARK DISTRICT
AND LP/OHS UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is entered into this 11th, day of August, 2022, in the County of Butte, State of California, by and between the **DURHAM RECREATION AND PARK DISTRICT**, hereinafter referred to as **DISTRICT**, and the **LP/OHS UNIFIED SCHOOL DISTRICT** hereinafter referred to as **LP/OHS**:

WITNESSETH:

DISTRICT is a recreation and park district created and operating under the Recreation and Park District Act, California Public Resources Code Section 5780, et. seq. **DISTRICT** operates and maintains The Dwight Brinson Swim Center, consisting of the pools, office, restrooms, covered picnic area, parking lot, and storage areas presently used by **LP/OHS**.

LP/OHS desires to use The Dwight Brinson Swim Center for its 2022 Extended swim program and related activities, and **DISTRICT** agrees to such use, on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows the term of this agreement:

- August 22 through August 30, Monday, Tuesday, Wednesday, and Thursday from 4:15pm-5pm or 5:30pm.
5 days x 1.25 hrs. =6.25 hrs. X \$22.50 per hour=\$140.62
- September 1 through September 29, Monday, Tuesday, Wednesday, and Thursday from 4:15pm-5pm or 5:30pm.
- 7 days x 1.25 hrs. =8.75 hrs. X \$22.50 per hour=\$196.88
5 days x .75 hrs. =3.75hrs. X \$22.50 per hour=\$84.38.
- October 1 thru October 25 Monday, Tuesday, Wednesday, and Thursday from 4:15pm-5pm or 5:30pm.
8 days x 1.25 hrs. =10 hrs. X \$30.00 per hour=\$300.00
4 days x .75 hrs. = 3 hrs. X \$30.00 per hour=\$90.00.

Grand Total of \$811.88

DISTRICT shall during the term of the agreement make The Dwight Brinson Swim Center available to **LP/OHS** for swim team designated practices. **LP/OHS**'s use of the premises shall be in accordance with this agreement and with all applicable federal, state, or local laws, and health and safety regulations, including but not limited to those set forth in Attachment "A".

LP/OHS shall pay to **District** the sum of \$811.88 for use of The Dwight Brinson Swim Center for the term of this agreement. Payment shall be made in full by October 15, 2022.

LP/OHS shall at all times employ qualified personnel to supervise, direct, and coach persons participating in its approved practices, meets, and fundraisers or social activities. LP/OHS shall also supervise non-participants attending programs and activities.

LP/OHS shall at all times maintain The Dwight Brinson Swim Center in a manner and condition consistent with the health, safety, and general welfare of participants and others attending its approved programs and activities.

LP/OHS shall at all times protect against destruction or damage to The Dwight Brinson Swim Center, and shall pay for any repairs for damage to or destruction of the premises associated with its programs and activities or use.

LP/OHS and all persons participating in its approved programs and activities shall waive and release **DISTRICT** from liability for any injury to or death of persons, or loss, destruction, or damage to property, occurring in, on or about The Dwight Brinson Swim Center. The waiver and release shall be on a form approved by the **DISTRICT**.

LP/OHS shall indemnify and hold **DISTRICT** and its directors and employees harmless against any and all claims, liability, or loss for any injury to or death of persons, or loss, destruction, or damage to property occurring in, on, or about The Dwight Brinson Swim Center, in any manner associated with its programs and activities or use of the premises, except for liability or loss caused by **DISTRICT**'s willful misconduct or active negligence. Comparative negligence principles shall apply.

LP/OHS shall at all times during the term of this agreement, at its own expense, maintain in force a policy or policies of insurance, written by one or more responsible carriers doing business in the State of California, which policy or policies shall provide for the defense and indemnification of **DISTRICT** against liability for injury or death of persons, or loss, destruction, or damage to property in any manner associated with its programs and activities or use of The Dwight Brinson Swim Center. The liability insurance coverage limit shall be not less than \$5,000,000.00 per occurrence. **DISTRICT** shall be named as additional insured on all of LP/OHS's policies, and LP/OHS shall provide **DISTRICT** with acceptable proof of insurance as a condition to its use of The Dwight Brinson Swim Center. The insurance policy or policies shall provide that any notices of cancellation or modification shall be delivered to the **DISTRICT** at least ten (10) days prior to becoming effective.

It is a condition of this agreement that LP/OHS be and remain a member in good standing of U.S.A. Swimming and U.S. Masters Swimming.

LP/OHS's right to use of The Dwight Brinson Swim Center is revocable. The **DISTRICT** may terminate this agreement and LP/OHS's use, with or without cause, upon giving to LP/OHS, in writing, thirty (30) days notice of its intention to terminate. In the case of termination without cause, payment for use shall be prorated based on days of use, and any unused portion shall be refunded to LP/OHS.

LP/OHS shall not assign, sublet, or otherwise transfer any rights or interests granted under this agreement.

This embodies the entire agreement between the parties. Any prior to contemporary agreements, understandings, promises, or representations pertaining to the subject of this agreement not expressly set forth herein are of no force and effect. No waiver, modification, or alteration of the terms of this agreement shall be binding unless made in writing and signed by the parties.

IN WITNESS THEREOF the parties hereto have caused the AGREEMENT to be executed on their behalf.

DURHAM RECREATION AND PARK DISTRICT

By: Kelley Parnas District Manager

Date: 8/15/22

LP/OHS Unified School District

By: SO ~~Board President~~ SUPERINTENDENT

Date: 8-22-22

ATTACHMENT "A"

1. All Butte County Health Dept. public swimming pool regulations will be adhered to including but not limited to:
 - a. No swimmer shall be allowed to enter pool area without a properly certified U.S.A. Swimming and/or U.S. Masters Swimming Coach on deck.
 - b. No swimmer will be allowed into the pool until a chlorine and PH test has been done and results are entered into daily log by LP/OHS coaches and/or DRPD staff.
 - c. No swimmer will enter pool if chlorine level is below 1ppm and PH is below 7.0ppm or above 7.8ppm.
 - d. All pool covers must be removed, using the provided rollers, before any swimmers will be allowed in pool, when pool covers are requested to be put on lane lines must be removed first.
 - e. Coaches will follow schedule for covering pool between swim hours. Schedule will be provided to LP/OHS coaching staff by the 1st of each month.
 - f. All gates, restroom doors, chemical room doors, and office doors closed and locked before leaving pool area. Chemical room door must be closed and locked when not occupied.
 - g. **LP/OHS** is responsible for ensuring that existing restrooms are not over taxed.
 - h. **LP/OHS** will ensure that parking at all swimming events will be in marked designated parking areas and traffic along major roadways will not be impeded. 6 Spaces @ the south end of the parking lot are reserved for District Programming. The District will mark these spaces.



California State University
Northridge

SOCIAL WORK FIELD EDUCATION PRACTICUM AGREEMENT

This Agreement is between the OUHSD ("Practicum Site") and The Trustees of the California State University, California State University, Northridge ("University"), and is effective as of August 16, 2022.

A. Practicum Site is a non-profit social services agency, general acute care hospital, medical center, correctional institution, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a program offering a **Master of Social Work Degree**. This program is fully accredited by the Council on Social Work Education (CSWE).

C. The purpose of this agreement is to provide the graduate training for the **Master of Social Work**. The parties will both benefit by making a clinical training program ("Program") available to University students at Practicum Site.

The parties agree as follows:

I. UNIVERSITY'S RESPONSIBILITIES

A. **Student Profile.** University shall make available to Practicum site a Field Application Student Profile which shall include the student's name, address, telephone number, and other pertinent information. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Practicum Site shall regard this information as confidential and shall use the information only to identify each student.

B. **Schedule of Assignments.** University shall notify the supervisor at Practicum site of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. **Program Coordinator.** University shall designate a faculty member to coordinate with Practicum Site's designee in planning the Program to be provided to students.

D. **Records.** University shall maintain all personnel records for its staff and all academic records for its students.

E. **Student Responsibilities.** University shall notify students in the program that they are responsible for:

- 1) Complying with Practicum Site's clinical and administrative policies, procedures, rules and regulations;
- 2) Arranging for his/her own transportation and living arrangements;
- 3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Practicum Site;
- 4) Procuring and maintaining in force health insurance coverage throughout the term of the student's clinical practica at the Clinical Site. Evidence of such insurance shall be provided to the Practicum Site prior to the start of each student's clinical rotation upon request.
- 5) Maintaining the confidentiality of patient information.
 - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.
 - b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Practicum Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
 - c) Practicum Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
- 6) Complying with Practicum Site's dress code and wearing name badges identifying themselves as students, if specified by Practicum site.

7) Insurance requirements. See Section 5, Paragraph B.

F. **Field Experience Plan.** University shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the Practicum Site's representative and the University's Field Faculty representative.

G. **Field Conference.** University shall facilitate periodic conferences between appropriate representatives of the Field Faculty and Practicum Site to evaluate the field experience program provided under this Agreement.

H. **Payroll Taxes and Withholdings.** University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Practicum Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

II. PRACTICUM SITE RESPONSIBILITIES

A. **Field Experience.** Practicum Site shall accept from University the student and shall provide the student with a supervised field experience.

B. **Practicum Site Designee.** Practicum Site shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program. Practicum Site shall notify the University's Director of Field Education in advance of any change in the Practicum Site's personnel appointments that may affect the student field program.

C. **Access to Facilities.** Practicum Site shall permit students enrolled in the Program access to Practicum Site facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Practicum Site's activities.

D. **Records and Evaluations.** Practicum Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

E. **Withdrawal of Students.** Practicum Site may request that University withdraw from the program any student whom Practicum Site determines is not performing satisfactorily, refuses to follow Practicum Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

F. **Emergency Health Care/First Aid.** Practicum Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Practicum Site shall have no obligation to furnish medical or surgical care to any student.

G. **Practicum Site's Confidentiality Policies.** As trainees, students shall be considered members of Practicum Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Practicum Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Practicum Site shall provide students with substantially the same training that it provides to its regular employees.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF STUDENTS

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University or of the Practicum Site for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Practicum Site's "workforce" for purposes of HIPAA compliance.

V. INSURANCE

A. **University Insurance.** University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Practicum Site. University shall provide Practicum Site with evidence of the insurance required under this paragraph upon request of the Practicum Site. University shall promptly notify Practicum Site of any cancellation,

reduction, or other material change in the amount or scope of any coverage required hereunder.

B. **Student Insurance.** University shall require that, during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Practicum Site and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than one million dollars (\$1,000,000) for each claim, three million dollars, (\$3,000,000) policy aggregate, on a claims made basis including three (3) years extended reporting period.

C. **Practicum Site Insurance.** Practicum Site shall maintain a program of self-insurance to fund its liabilities during the term of this Agreement, at its sole cost and expense. Practicum Site shall provide University with evidence of self-insurance as required under this paragraph upon request of the University. Coverage under such insurance shall be with limits not less than two million dollars (\$2,000,000) for each occurrence, and four million dollars (\$4,000,000) in the aggregate, on a claims made basis including three (3) years extended reporting period. Practicum Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of such self-insurance.

VI. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Practicum Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.

B. Practicum Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from Practicum Site's sole negligence, or in proportion to the Practicum Site's comparative fault.

VII. TERM AND TERMINATION

A. **Term.** This Agreement shall be effective as of the date first written above and shall remain in effect until terminated by either party pursuant to Section VII. C, Termination.

B. **Renewal.** This Agreement may be renewed by mutual agreement

C. **Termination.** This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

A. **Amendments.** In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. **Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. **Attorney's Fees.** In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. **Captions.** Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. **Entire Agreement.** This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

J. **COVID19.** [Facility] is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". [Facility] is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. [Facility], to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, [Facility] will take steps to comply with the modified, changed or updated guidelines or directives. If at any time [Facility] becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

K. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY

California State University, Northridge
Purchasing & Contract Administration
18111 Nordhoff Street
Northridge, CA 91330-8231

mariamelissa.atienza@csun.edu
818/677-2069

By: _____
Name: Maria Melissa Y. Atienza
Title: Contracts Specialist, Purchasing &
Contract Administration

Date: _____

Master of Social Work Program
College of Social and Behavioral Sciences
18111 Nordhoff Street
Northridge, CA 91330-8226

PRACTICUM SITE

Address: _____

Zip Code: _____

E-Mail: _____

Phone #: _____

By: _____

Name: _____

Title: _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the Aug 26th, 2022 between the Oroville Unified School District (hereinafter referred to as OUSD) located at 2211 Washington Avenue, Oroville, CA, 95966 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Court # 7 Santa Clara, CA 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

- A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The Education Specialist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

Provide direct instruction, recommend equipment to carry out education program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 30 day notice or superintendent gives 30 day notice to terminate or amend.

- B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A

- C. COMPENSATION For the full performance of this agreement, the OUSD shall pay the Consultant as follows: Consultant's Fee :

- a.) For Consultant : Name of the Consultant and Rate as Specified in Addendum A
- b.) Consultants will work for 3 days per week as per school year calendar.

Payment to be made as follows: Payments to be made every month within 45 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

2. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the
- b.) Consultant shall indemnify, hold harmless and defend the (OUSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the OUSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the OUSD.

- c.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the OUSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the OUSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by OUSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
- d.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the OUSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the OUSD the identities of any board member, officer, or employee of the OUSD, or relatives thereof, who the Consultant knows of should know will have any financial interest resulting from this agreement.
4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. EQUIPMENT AND FACILITIES OUSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. ASSIGNMENT Without the written consent of the OUSD, this agreement is not assignable by the Consultant.
7. NON-SOLICITATION OF EMPLOYEES: OUSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the last date of that employee's services to OUSD. After completion of 1 full billable year, OUSD may hire the said employee after paying a referral fee of \$18000 to contractor. This fee will be agreed between OUSD and the contractor.
8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
9. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California law.
10. WITHHOLDING. The OUSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
11. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the OUSD.
12. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

13. **TERMINATION.** The OUSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 30 days written notice to other party with or without cause. In the event of elective termination (without cause), OUSD agrees to pay Consultant for work completed to date of termination.
14. **AMBIGUITY.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
15. **COPYRIGHT.** Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the OUSD.

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the OUSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the OUSD, or to utilize the OUSD's letterhead or logo without the prior consent of the OUSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and OUSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The OUSD shall provide job specifications and instructions.
TRAINING	The OUSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO OUSD	The consultant's work is essential to OUSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at OUSD or any other provisions listed in part A.
JOB LOCATION	OUSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by OUSD.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.
PROGRESS REPORTS	The consultant would have to make progress reports for the students which is a monitoring issue of the goals and services for the student.

F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (OUSD Representative) CONSULTANT

Signature:

Date Signed:

Branch / Dept.: _____

Address (or Mail Code): _____

Phone / Fax: Ph: _____

E-Mail Address:

Signature:

Date Signed:

Title: CEO

Company Name & Address: 360 Degree Customer Inc

473 Sapena Court # 7 Santa Clara, CA 95054

Phone / Fax: Ph 408-406-7253, Fx 408-719-9900

E-Mail Address: gulneesh@360customer.com

ADDENDUM – A

Term: 2022-23

Title: LVN

Rate: \$74/hour

Hours: 24 hours/ week

OROVILLE UNION HIGH SCHOOL DISTRICT

RESOLUTION #2-22/23

Approval of a Variable Term Waiver – Social Science

Pursuant to Title 5 Section 80122, approval of a variable term waiver is being sought to allow Yesenia Carmona to be employed on the basis of a Single Subject Social Science Variable Term Waiver. Her assignment will be to teach Social Science, to grades 9-12 at Las Plumas High School, for the 2022/2023 school year.

PASSED AND ADOPTED by the Board of Trustees of the Oroville Union High School District at its special meeting held on the 30th day of August, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Board President

Attest:

Board Secretary