

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding establishes an agreement between the Imperial County Office of Education (ICOE) and Calexico Unified School District (District) for ICOE to provide nursing (LVN) services to student 4047152387 (Student). The Licensed Vocational Nurse will accompany the student on the bus due to the child's physician's order to and from Imperial Valley Center for Exceptional Children (Center). The term of this agreement will be for one year: from July 1, 2019 to June 30, 2020.

The terms of this Agreement are as follows:

- I. ICOE-Support Services agrees to:
  - a. Employ LVN services to meet the physician's order for child 4047152387.
    - I. The LVN will provide professional nursing care by utilizing the nursing process to care for special needs students.
    - II. The LVN will serve under the immediate direction of ICOE school nurse in implementing physician orders, Student's Individual School Health Plan (ISHP) and individualized education program (IEP) for services rendered to students enrolled in the ICOE-Sp. Ed. School based programs.
    - III. The LVN and ICOE school nurse will review updates to Student's ISHP, IEP, and physician's order.
    - IV. ICOE will make a best effort to have available back-up services appropriate to support Student's transportation between home and school when the primary LVN is absent or otherwise unavailable.
  - b. Nursing Services include:
    - I. Implement Student's ISHP, IEP, and physician orders as written.
    - II. Assist student specific interventions, which are based upon the nursing diagnosis and expected outcomes.
    - III. Communicates with the students' physician regarding all orders pertaining to student care.
    - IV. Demonstrates technical/clinical skills to provide nursing care that is appropriate for the assigned students.
    - V. Use clinically appropriate judgment in emergency situation.
    - VI. Acts as an advocate for patient rights by initiating and maintaining confidentiality, privacy and safety.
    - VII. Establish a regular system of communication and review to provide timely and appropriate feedback regarding nursing support services.

2. District agrees to:
  - a. Reimburse ICOE-Support Services for Nursing (LVN) services provided to student 4047152387.
  - b. Pay ICOE the amount of 19% of the total cost of LVN to include salary and benefit packet.
  - c. The district will reimburse ICOE for all materials (i.e. nursing supplies, etc.) related to the provision of services within this agreement. ICOE will bill the district directly before May 30th. For purposes of this agreement, "materials" and "nursing supplies" are defined as those incidental to providing basic nursing services to Student, such as bandages, tongue depressors, swabs, cotton balls, over-the-counter antiseptic, etc. ICOE will request from the District's Director of Special Education authorization for purchases of any supplies that exceed \$500.00 (FIVE HUNDRED DOLLARS) before billing the District for such purchase.
  - d. Participate in a system of regular communication and review of the progress and coordination of nursing support services.
3. Effective Date and Term of Agreement. This Agreement shall commence on the later of the date the Agreement is signed by all parties or July 1, 2019 and shall remain in full force and effect until June 30, 2020.
4. Termination:
  - a. In the event that the District fails to perform on a material term of this Agreement, ICOE has the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.
  - b. In the event that ICOE fails to perform on a material term of this Agreement, then District shall have the right to terminate the Agreement upon seven days written notice.
5. Indemnification:
  - a. The District agrees to indemnify, defend, and hold harmless ICOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on ICOE arising out of the District's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of ICOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless ICOE under this Agreement, the District shall reimburse ICOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The District shall seek ICOE approval of any settlement that could adversely affect the ICOE, its officers, agents or employees.



arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (c) of this paragraph.

8. Independent Contractor.
  - a. ICOE, in the performance of this Agreement, shall be and act as an independent contractor. ICOE understands and agrees that it and all of its employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ICOE assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. ICOE shall assume full responsibility for payment of federal, state and local taxes, including unemployment insurance, social security and income taxes for its employees.
  - b. Except as otherwise set out in this Agreement, ICOE shall determine the means and methods for carrying out the work to achieve the result required by District. ICOE shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of District.
  - c. Nothing in this Agreement shall prohibit ICOE from taking on other jobs or performing services for other entities, so long as ICOE can perform the work necessary to carry out this Agreement.
9. Governing Law and Venue. The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Agreement shall lie in Imperial County, California.
10. Entire Agreement. This Agreement represents the entire Agreement between ICOE and District and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
11. Interpretation. This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
12. Assignment. Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.
13. Compliance with Laws. The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.

14. No Waiver of Default. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
15. Successors and Assigns. All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of either Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
16. Amendment. This Agreement may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.
17. Severability. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
18. Execution of Counterparts. If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.
19. Authority. The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.
20. Nondiscrimination. During the performance of this Agreement, the Parties shall not discriminate against any employee, applicant, student or other person connected to this Agreement in a manner prohibited by the laws of the United States or the State of California (including, but not limited to, on the basis of religion, race, color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age).
21. Public Safety. ICOE certifies that, in the employment of ICOE employees providing services under this Agreement, it has complied with the employment and fingerprinting requirements set out in Education Code section 45125 et. seq.
22. Notice. Any notice given under this Agreement shall be in writing to the parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties.

The Parties' representatives shall be:

ICOE:  
Amanda Brooke, Deputy Superintendent  
1398 Sperber Road El Centro, CA 92243  
Phone: (760) 312-6428  
Email: amanda.brooke@icoe.org

Calexico Unified School District:  
Dennis M. Price, Special Education Director  
901 Andrade Ave.  
Calexico, CA 92231  
Phone: (760) 768-3800

Email: dprice@cusdk12.org

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

For the Imperial County Office of Education

For Calexico Unified School District

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

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

Amanda Brooke, Deputy Superintendent

Carlos R. Gonzalez Superintendent

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

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

*Appendix A: 2019-2020 Detailed Accounting of Salary, Benefits and Costs/or !COE LVN*

Calexico Unified School District  
 Licensed Vocational Nurse 2019-2020  
 Appendix A  
 RE: Student ID 4047152387

2019-2020 Nursing Services MOU	Col. Amount
(1) 1.5 Hour day - LVN Services During	
Bus transportation to and from school	\$22,769
<b>Total Annual Cost</b>	<b>\$22,769</b>

Accounting Details		
Daily Rate	\$	880
Total Annual LVN Rate	\$	106,200
%FIE		19%
Total Salary & Benefit Cost	\$	19,913
Admin Fee @ 5%	\$	996
ISF @ 1%	\$	209
Indirect Cost @ 7.82%	\$	1,651
Supplies	\$	
M&O	\$	
Travel and Conference	\$	
<b>Total Annual Cost</b>	<b>\$</b>	<b>22,769</b>