

**AGREEMENT BETWEEN PERRIS UNION HIGH SCHOOL DISTRICT
AND BRANDEE JOHNSON.**

RECITALS

- A. The Perris Union High School District ("District") operates special education programs to provide services to eligible District students.
- B. Brandee Johnson ("Teacher") holds a valid Education Specialist Instruction Credential (Level II) and is currently employed full-time by the Riverside Unified School District ("RUSD").
- C. Student S.G. ("Student") recently enrolled in the District. Previously, Student was enrolled in RUSD and assigned to home & hospital instruction with Teacher serving as the instructor.
- D. At the 05/12/2022 Triennial IEP team meeting, District determined that Student required home & hospital instruction. Student's parents requested that Teacher continue providing home & hospital instruction.
- E. Teacher has agreed to provide home & hospital instruction on an independent contractor basis, while maintaining their full time employment with RUSD.

TERMS

By their authorized signatures below, the parties mutually agree as follows:

- 1. Services. Teacher agrees to provide home & hospital instruction to Student in conformity with Student's IEP of 05/12/2022.
 - a) Provide home & hospital Instruction services in accordance with Perris Union High School District Board Policy. Services will be rendered at a maximum of five (5) hours per week, no less than one (1) hour per visit, depending upon the student's physical/mental health and teacher/parent availability. EC Section 48206.3 specifies that for attendance accounting each clock hour of individualized instruction counts as one day of attendance.
 - b) Teacher agrees to provide all required information to the District in a timely manner and will respond to inquiries from the District regarding such instruction/services within three (3) business days of receiving any inquiry.
 - c) Employee hereby represents that the services required herein are not inconsistent, incompatible, in conflict with, or inimical to their duties with RUSD, including, but not limited to, representing that the services will not require time periods that interfere with the proper, efficient discharge of the

Teacher's duties with RUSD and will not require RUSD time, facilities, equipment, or supplies.

2. Payment. In consideration of Teacher rendering services as set forth herein, the District will compensate Teacher \$53.20/hr. All payments will be based on time records submitted to the District, on a monthly basis, utilizing a form provided by the District. Payment will be processed within the District's scheduled pay warrants.
3. Term. The term of this Agreement shall be for one (1) year commencing on July 1, 2022 through June 30, 2023. This Agreement can be terminated by either party, without cause, upon thirty (30) days' written notice. Written notice may be served personally, by certified mail, regular U.S. mail, facsimile or electronic mail.
4. Records. Teacher will maintain full and accurate records in connection with this Agreement and will make them available to the District for inspection at any time.
5. Status of Teacher. The District and Teacher agree that in performing the services specified in this Agreement, Teacher shall act as an independent contractor, not as a District employee, and shall have control of all work and the manner in which it is performed. The parties agree that Teacher shall be free to contract for similar services to be performed for other school districts and/or private parties while under contract with the District. Teacher agrees that she will not accept any engagements which interfere with her performance under this Agreement. The parties agree that, as an independent contractor, Teacher is not entitled to participate in any pension plan, insurance, bonus, leave, health care or similar benefits the District may provide for its employees.

It is further agreed that Teacher shall:

- Be responsible for setting her own work schedule and work hours;
 - Provide her own supplies, tools, or instruments used for the educational evaluation;
 - Work from her home, office, or business establishment and not from a set location at any District site; and
 - Abide by any and all factors affecting independent contractor status.
6. Hold Harmless. Teacher shall hold the District, its officers, agents, and employees harmless from all suits, claims, and liabilities resulting from negligent acts or omissions of Teacher, if any, taken under this Agreement.
 7. COVID-19. Teacher certifies that she is either fully vaccinated against COVID-19 or will comply with weekly testing requirements as outlined in the State Public Health Office Order prior to providing any services under this Agreement on and after October 15, 2021. A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least

once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Notwithstanding vaccination and testing, Teacher understands that here is a risk of infection from COVID-19 arising from services pursuant to this Agreement, and here releases, waives and discharges the District, its board members, officers, employees, and agents from all liability to Teacher, Teacher's personal representatives, assigns, and heirs for any loss or damage, and any cost, claim or demands therefore on the account of illness, injury to the person or death, from COVID-19 or its complications, arising from or related to this Agreement.

8. Compliance with Laws. Teacher shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances involving their employees, if any, including workers' compensation and tax laws.
9. Modification or Assignment. This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by each party or their authorized agent.
10. Entire Agreement. This Agreement is the entire agreement and understanding of Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written agreement signed by all Parties.

APPROVED AND ACCEPTED BY:

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PERRIS UNION HIGH
SCHOOL DISTRICT

BRANDEE JOHNSON

By: _____ By: _____

Sylvia Hinojosa
Director of Purchasing

Brandee Johnson

Date: _____

Date: _____