

**VISALIA UNIFIED SCHOOL DISTRICT
AND
COUNTY OF TULARE HEALTH & HUMAN SERVICES AGENCY**

EMPLOYMENT TRAINING PANEL GRANT TRAINING AGREEMENT

This EMPLOYMENT TRAINING PANEL GRANT AGREEMENT ("AGREEMENT") is entered into by and between VISALIA UNIFIED SCHOOL DISTRICT, as the governing board of the VISALIA ADULT SCHOOL on behalf of its **Governing Board**; collectively referred to as "DISTRICT", and COUNTY OF TULARE referred to as "FACILITY".

RECITALS

- A) DISTRICT operates Public Health Nursing Educational Programs for the interns to gain experience in health-related subjects, approved by the District School Board, which promotes clinical or experience nursing staff to participate to further their experience and training.
- B) **TERM:** This agreement shall become **effective as of (upon signature)** and shall expire on **June 30, 2026**, unless otherwise terminated as provided in this agreement.
- C) As an Employment Training Panel (ETP) Multiple Employer Contractor, DISTRICT shall approve the disbursement of funds from the Employment Training Panel to FACILITY **not to exceed One Hundred Thousand and 00/100 dollars(\$100,000.00)** or amount allotted by Employment Training Panel if less.

This agreement is made in consideration of the mutual benefits accruing to the parties under this agreement:

ACCORDINGLY, IT IS AGREED:

- 1. DISTRICT will establish and maintain ongoing communication with the FACILITY designated coordinator regarding the Employment Training Panel (ETP) funds.
- 2. FACILITY will inform DISTRICT in the event that a trainee withdraws from the Program or is otherwise unable to complete the ETP program.
- 3. **RESPONSIBILITIES AND PRIVILEGES OF THE FACILITY:**
 - a. FACILITY will cooperate with DISTRICT in establishing and implementing the ETP Program at FACILITY.

- b. **FACILITY** will designate staff members as persons responsible for coordinating the implementation of this agreement. The overall supervision and direction of trainees during effective period of this Agreement remains with the **FACILITY**.
- c. **FACILITY** will provide training in accordance with the mutually agreed upon goal and objective of the ETP program.
- d. **FACILITY** will provide the physical facilities, resource, equipment, and all other items necessary to operate the training program.

4. TRAINING COORDINATION OF PROGRAM:

- a. The parties will use their best efforts to establish the educational objectives, devise methods for their implementation, and continually evaluate the program to determine the effectiveness of the study experience.
- b. This agreement and the Program will have protective priority, in the event of a change of administration or either party, or the assumption by either party of responsibilities for other educational programs.

5. COMPLIANCE WITH LAW: DISTRICT and FACILITY will comply with all applicable federal, state, and local laws, regulations and directives, as well as standards set forth by the Joint Commission Accreditation of Healthcare Organizations. All parties will comply with all applicable federal, state, and local laws and ordinances concerning human subject research.

6. INSURANCE: DISTRICT acknowledges and agrees that FACILITY is a self-insured entity and waives any requirement that FACILITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. Each party, at its sole cost and expense, shall carry insurance or self-insurance for its own activities in connection with this agreement, keep in force and maintain insurance or equivalent programs for general liability, workers' compensation, automobile liability, and professional liability coverage adequate to cover potential liabilities, negligent or intentionally wrongful acts, or omissions, from the performance of its duties under this agreement. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain insurance as required in this Agreement is a material breach and grounds for termination of the Agreement and License.

7. INDEMNIFICATION: FACILITY shall hold harmless, defend and indemnify **DISTRICT**, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person

and/or damage to property, including **DISTRICT** property, arising from, or in connection with, the performance by **FACILITY** or its agents, officers and employees under this Agreement. The indemnification specifically includes any claims that may be made against **DISTRICT** by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against **DISTRICT** alleging civil rights violations by **FACILITY** under Government Code section 12920 et seq. (California Fair Employment and Housing Act) *and any fines or penalties imposed on **DISTRICT** for **FACILITY'S** failure to provide form DE-542, when applicable.* This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

8. CONFLICT OF INTEREST:

- a. **FACILITY** agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including **FACILITY** for this purpose, from the making of any decision on behalf of **DISTRICT** in which such officer, employee or consultant has direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any **DISTRICT** decision which has the potential to confer any pecuniary benefit on **FACILITY** or any business firm in which **FACILITY** has an interest, with certain narrow exceptions.
- b. **FACILITY** agrees that if any facts come to its attention which raise any questions as to the applicability of conflict of interest laws, it will immediately inform the **DISTRICT** designated representative and provide all information needed for resolution of this question.

9. TERMINATION: The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- a. Without Cause: **DISTRICT/FACILITY** shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of

intention to terminate pursuant to this provision, specifying the date of termination.

b. With Cause:

1. This Agreement may be terminated by either party should the other party:
 - (a) be adjudged a bankrupt, or
 - (b) become insolvent or have a receiver appointed, or
 - (c) make a general assignment for the benefit of creditors, or
 - (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - (e) materially breach this Agreement.
2. For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination.
3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.
4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

- c. **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where **FACILITY'S** services have been terminated by **DISTRICT**, said termination will not affect any rights of **DISTRICT** to recover damages against **FACILITY**.

10. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **FACILITY** and **DISTRICT** as to its subject matter and no prior oral

or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

11. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

12. NOTICES:

- a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

VISALIA UNIFIED SCHOOL DISTRICT:
 William K. Shrum, Superintendent
 5000 W. Cypress Avenue
 Visalia, CA 93277
 Phone: (559)730-7552
 Fax: (559)730-2511

VISALIA ADULT SCHOOL:
 Tami Olson
 3110 E. Houston Avenue
 Visalia, CA 93292
 Phone: (559) 730-7655
 Fax: (559)735-8078

Tulare County Public Health

Staci Chastain, Deputy Director Public
 Health Ops
 5957 S Mooney Blvd
 Visalia, CA 93277
 Phone: (559) 624-8480
 Fax: (559) 687-6934

- b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

13. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

14. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

15. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The

parties agree that this Agreement is made and shall be performed in Tulare County, California.

16. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
17. **EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
18. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
19. **FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts as may be reasonably required to effect the purposes of this Agreement.
20. **ASSURANCES OF NON-DISCRIMINATION:** FACILITY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
21. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
22. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by

EXHIBIT A**Scope of Program**

The disbursement of ETP funds from Visalia Adult School to Tulare County Health will be up to \$100,000 over the three fiscal year period.

The Program reimburses the employer for training hours from 8-400 hours per employee, at a standard rate of \$23 per hour.

Training can be classroom, virtual, and or Didactic, Preceptor

Trainers can be company internal or external.

Is geared toward entry and lower-level healthcare occupation skill sets as well as growth opportunities for the same.

Workers must meet the wage of \$19.00 per hour by the end of training.

Workers must be full-time (30 or more hours per week)

Workers have a 90-day retention period at the end of training.

Must be medical occupations training- MA, CNA, LVN, RN, Pharmacy, Optical, Dental, along with other in allied healthcare occupations.

This program can be used for both new hire and incumbent employee/trainees.

Can be used to deepen skill sets of existing workers.

Can be used to send workers back to Adult Ed for other health occupational training.

Up to \$9,200 per trainee

Upskills your staff and offsets both Didactic and Preceptor training.

Tulare County Health and Human Services is responsible for completing all attendance records and provide those to Visalia Adult School for submission to our 3rd party Administrator, Synergy.