

MINERAL COUNTY SCHOOL DISTRICT
751 A. STREET
Hawthorne, Nevada 89415
BOARD OF TRUSTEES MEETING
Wednesday, June 14, 2023

FILED MINERAL COUNTY CLERK
JUN 13 2023 PM 12:17

LOCATION OF MEETING: **Schurz Elementary School**
4048 Hwy 95 South
Schurz, Nevada 89427

I would like to acknowledge that this meeting is being held on traditional lands of the Paiute People, and pay our respect to elders both past and present.

Please Note: The Board reserves the right: (1) to take agenda items in a different order, (2) to combine two or more agenda items for consideration, and (3) to remove an item from the agenda or delay discussion relating to an item on the agenda at any time, in order to accomplish the business on the Agenda in the most efficient manner.

CALL TO ORDER: 5:30 PM

1. Certification of Public Notice, Roll Call, and Pledge of Allegiance
2. Approval of a flexible agenda. (For Possible Action)
3. Person or Group Presentation
4. Presentations

CONSENT ITEMS: (FOR POSSIBLE ACTION)

Items listed under the consent calendar will be voted on as a block. If a member of the public or a Board Member wishes to discuss an item in the consent calendar, that item will be removed from the Consent Items and placed with the Action Items for possible action.

1. Minutes: May 16 and 17, 2023
2. Payroll Vouchers: 1141, 1142
3. Payroll Checks: 88423-88504
4. Warrants: 26462-26597
5. Personnel Report – Information Only
6. Request for transfer to the Adult Education Program/HSE (confidential)

ACTION ITEMS: (FOR POSSIBLE ACTION)

There will be an opportunity for public comment on each **Action Item** following Board discussion on the item and before the Board makes a motion on the item. You may request to speak by raising your hand during the Public Comment period or by completing a **Request to Address the MCSD Board** form prior to the Public Comment period. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

1. **Recommendation:** Discussion and Possible Approval of the Pool Pact Renewal Proposal Presentation
Supporting Information: Acceptance of renewal proposal from Nevada Public Agency Insurance Pool Pact (POOL) and approval for payment from fiscal year 2023-2024 funds.
Budget Consideration: \$215,041.99
2. **Information Only:** CTE students to travel to Washington D.C. for a leadership trip during the 2023/2024 school year.
3. **Recommendation:** Discussion and Possible Approval of the following Job Descriptions
Supporting Information: Approval of the following Job Descriptions
 - a. Speech Therapist
 - b. Occupational Therapist

MINERAL COUNTY SCHOOL DISTRICT
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4. **Recommendation:** Discussion and Possible Approval of all non-employee Special Education contracts as itemized below.

Supporting Information: Approval for the update of all Special Education contracts as itemized

- Dr. Suzanne Roepke, School Psychologist. NTE: \$58,100.00
- Syliva Legget, Vision Teach, All About Vision, LLC. NTE: \$7,520.00
- Rebecca Bailey-Torres, Nevada Education and Therapy Solutions, LLC, Speech Language Pathologist. NTE: \$43,200.00
- Chelsie Raimondi, Occupational Therapist, NTE: \$115.00 per hour up to 15 hours per week. NTE: \$113,400.00
- Anetra Beaufort, SLP, NTE: \$105.00 per hour up to 30 hours per week.

Budget consideration: Grant Funded Total Amount for Special Education Services \$284,320.00

5. **Recommendation:** Discussion and Possible Approval for Mineral County School District to buy a 2023 Chevy Traverse for the School District

Supporting Information: Approval for Mineral County School District to buy a 2023 Chevy Traverse for the School District. This vehicle will be used for the entire District when needed.

Budget Considerations: \$34,688.00 Impact Aid Funds

6. **Recommendation:** Discussion and Possible Approval for Unpaid Leave (Leave without pay)

Supporting Information: Approval for Unpaid Leave (Leave without pay) for up to 6 months per policy GBC/GBC1/Section 2.a. for an employee

Budget Consideration: NONE

7. **Closed Session** – Pursuant to Nevada Revised Statute (NRS) 241.015(2)(b)(2) to receive information from legal counsel relative to general pending litigation.
8. **Open Session** – Discussion and possible action relative to pending litigation.
9. **Closed Session** – Pursuant to Nevada Revised Statute (NRS) 288.220 to discuss negotiations.
10. **Open Session** – Discussion and possible action relative to negotiations.

COMMUNICATIONS AND REPORTS: (FOR DISCUSSION ONLY)

1. Correspondence & Announcements
2. Board Member Reports
3. Superintendent Report
4. Principals Report
5. Maintenance Report

GENERAL PUBLIC COMMENT:

It is the School Board's intention to listen and be responsive to the public's concerns. Comments from the public regarding topics not on the agenda are invited at this time. You may request to speak by raising your hand during the General Public comment period or by completing a Request to Address the MCSD Board form prior to the General Public Comment period. The Board may discuss items that are introduced, however, by law, the Board cannot take any action, reach a consensus or hear personal attacks at this time. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

MINERAL COUNTY SCHOOL DISTRICT
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ADJOURNMENT:

The Agenda of this meeting has been posted at the following locations: 1) Administration Office, 2) Hawthorne Post Office, 3) Mineral County Independent News Office, 4) Schurz Post Office, 5) Mina Post Office, 6) County Courthouse 7) School Offices.
Mineral County School District is pleased to provide accommodations for individuals with disabilities. If you have a disability, please let us know, and we will provide assistance or accommodate you in any way that we possibly can.
Copies of agenda and supporting material may be picked up at the Mineral County School District Arlo K. Funk District Services Center, 751 A. Street, Hawthorne, Nevada, or by contacting Crystal Sasser at (775) 945-2403, prior to the scheduled meeting.

MINUTES

MINERAL COUNTY SCHOOL DISTRICT
751 A. STREET
Hawthorne, Nevada 89415
BOARD OF TRUSTEES MEETING
Wednesday, May 17, 2023

MEMBERS PRESENT: Juanita Diede, Tyler Viani, Kristin Reeves, Kathy Castagnola

MEMBERS ABSENT: Candice Birchum

ADMINISTRATORS: Stephanie Keuhey, Superintendent

OTHERS PRESENT: In-Person: Crystal Sasser, Phillip Jaramillo, Theresa Vinson

Online: Monica Keady, Dew Schaar

CALL TO ORDER: 5:31 PM

1. Certification of Public Notice, Roll Call, and Pledge of Allegiance

ACTION ITEMS: (FOR POSSIBLE ACTION)

1. **Recommendation:** Discussion and Possible Approval of the Augmented FY 2022/2023 Budget.

Tyler Viani made a motion to approve the Augmented FY 2022/2023 Budget.

Juanita Diede-Y; Kristin Reeves-Y; Tyler Viani-Y; Kathy Castagnola-Y

Motion passed 4-0-0

2. **Recommendation:** Discussion and Possible Approval of the Final FY 2023/2024 Budget.

Tyler Viani made a motion to approve the Final FY 2023/2024 Budget.

Juanita Diede-Y; Kristin Reeves-Y; Tyler Viani-Y; Kathy Castagnola-Y

Motion passed 4-0-0

GENERAL PUBLIC COMMENT:

Drew Schaar – Recognition to Noah Legg getting a Trade Scholarship from the Optimus out of Reno as a Junior. The golf team took 3 kids to state Raoul Gutierrez placed 14th, Allison Hudson placed 28th and Hayden Viani placed 36th. Huge recognition for the Golf Team.

Steph – The golf court project will be starting on May 25.

ADJOURNMENT: 5:49 PM

Respectfully submitted:

Kristin Reeves, Clerk

PAYROLL VOUCHERS

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1141

Voucher Date: 05/25/2023

Prepared By:

Hope Blinco

Printed: 05/23/2023 07:17:11 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$31,727.91 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves School Board Clerk

Tyler Viani School Board President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Vice President

Stephanie Keeney Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$25,372.26
206	PCFP English Learner (Restricted Funding)	\$69.90
230	Adult Education	\$514.30
240	State Grants	\$619.34
250	Special Education	\$2,225.16
280	Federal Funds	\$2,586.28
290	Food Service Funds	\$340.67
		\$31,727.91

*Σ FTFS
Medicare, Soc
Sec & Federal
Taxes*

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1142

Voucher Date: 05/25/2023

Prepared By:

Hope Blinco

Printed: 05/23/2023 07:20:33 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$164,497.54 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Vice President

Stephanie Keuhli
Stephanie Keuhli

Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$127,399.82
230	Adult Education	\$800.79
240	State Grants	\$5,265.03
250	Special Education	\$11,651.23
280	Federal Funds	\$17,184.23
290	Food Service Funds	\$2,196.44
		\$164,497.54

Direct Deposit

PAYROLL CHECKS

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 21

Voucher Date: 05/10/2023

Prepared By:

Printed: 05/08/2023 02:06:03 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$24,011.19 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Vice President

Stephanie Keurley

Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$16,338.85
206	PCFP English Learner (Restricted Funding)	\$706.94
230	Adult Education	\$900.41
240	State Grants	\$0.00
250	Special Education	\$1,327.98
280	Federal Funds	\$2,278.08
290	Food Service Funds	\$2,458.93
		\$24,011.19

Employee Checks
#88423-88454

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1134

Voucher Date: 05/10/2023

Prepared By:

Printed: 05/08/2023 01:42:32 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$27,222.11 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Vice President

Stephanie Keuhel

Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$21,301.00
206	PCFP English Learner (Restricted Funding)	\$82.35
230	Adult Education	\$495.18
240	State Grants	\$667.11
250	Special Education	\$2,200.45
280	Federal Funds	\$2,135.49
290	Food Service Funds	\$340.53
		\$27,222.11

EFT
Federal Taxes

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1136

Voucher Date: 05/10/2023

Prepared By:

Printed: 05/09/2023 09:01:55 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$114,185.30 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Vice President

Stephanie Keuley

Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$90,443.34
206	PCFP English Learner (Restricted Funding)	\$463.73
240	State Grants	\$2,914.98
250	Special Education	\$8,021.40
280	Federal Funds	\$9,680.69
290	Food Service Funds	\$2,661.16
		\$114,185.30

PERS
OK # 88455

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 22

Voucher Date: 05/25/2023

Prepared By:

Hope Bence

Printed: 05/23/2023 07:24:38 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$33,125.15 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Vice President

Stephanie Kehney

Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$24,752.61
206	PCFP English Learner (Restricted Funding)	\$566.66
230	Adult Education	\$1,015.85
240	State Grants	\$0.00
250	Special Education	\$1,660.61
280	Federal Funds	\$2,699.36
290	Food Service Funds	\$2,430.06
		\$33,125.15

*Employee Cks#
88456-
88492*

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1143

Voucher Date: 05/25/2023

Prepared By:

Hope Blinco

Printed: 05/23/2023 07:19:28 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$103,043.28 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Vice President

Stephanie Keuhey
Stephanie Keuhey

Stephanie Keuhey
Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$74,325.42
206	PCFP English Learner (Restricted Funding)	\$164.69
230	Adult Education	\$124.48
240	State Grants	\$3,162.71
250	Special Education	\$9,467.82
280	Federal Funds	\$12,247.82
290	Food Service Funds	\$3,550.34
		\$103,043.28

*Vendor
Checks#
88493-88504*

WARRANTS

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1137

Voucher Date: 05/11/2023

Prepared By:

Printed: 05/11/2023 09:33:15 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$92,553.20 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves School Board Clerk

Tyler Viani School Board President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Vice President

Stephanie Keuley Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$62,828.32
208	PCFP At-Risk (Restricted Funding)	\$696.94
230	Adult Education	\$1,412.98
240	State Grants	\$301.16
250	Special Education	\$13,430.45
280	Federal Funds	\$9,095.62
290	Food Service Funds	\$4,787.73
		\$92,553.20

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1138

Voucher Date: 05/11/2023

Prepared By:

Printed: 05/11/2023 12:01:19 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$205.50 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Vice President

Stephanie Keuney

Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund	Amount
100 General Fund	\$205.50
	\$205.50

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1139

Voucher Date: 05/19/2023

Prepared By:

Printed: 05/19/2023 10:21:28 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$137,982.95 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Vice President

Stephane Kellhey

Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$47,652.60
208	PCFP At-Risk (Restricted Funding)	\$2,564.01
240	State Grants	\$12,662.68
250	Special Education	\$8,236.80
280	Federal Funds	\$53,452.46
290	Food Service Funds	\$13,414.40
		\$137,982.95

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1140

Voucher Date: 05/19/2023

Prepared By:

Printed: 05/19/2023 12:50:34 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$1,097.52 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Vice President

Stephanie Kelliey

Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund	Amount
230 Adult Education	\$1,097.52
	\$1,097.52

26530

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1144

Voucher Date: 05/26/2023

Prepared By:

Printed: 05/26/2023 10:35:08 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$92,780.08 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diade

School Board Vice President

Stephanie Keuney

Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$32,907.87
208	PCFP At-Risk (Restricted Funding)	\$18,832.86
230	Adult Education	\$51.33
240	State Grants	\$33,863.13
250	Special Education	\$1,845.00
280	Federal Funds	\$852.93
290	Food Service Funds	\$4,426.96
		\$92,780.08

26537-
26506

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1145

Voucher Date: 06/02/2023

Prepared By:



Printed: 06/02/2023 12:13:29 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$150,725.79 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Vice President

Stephanie Kearney

Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$18,701.82
206	PCFP English Learner (Restricted Funding)	\$6,403.00
208	PCFP At-Risk (Restricted Funding)	\$16,778.62
250	Special Education	\$19,330.00
280	Federal Funds	\$80,710.37
290	Food Service Funds	\$8,801.98
		\$150,725.79

26567
26596

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1146

Voucher Date: 06/05/2023

Prepared By:

Printed: 06/05/2023 12:52:49 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$4,934.12 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diode

School Board Vice President

Stephanie Kearney

Interim Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund	Amount
100 General Fund	\$4,934.12
	\$4,934.12

PERSONNEL REPORT

Open Positions	New Hire	Start Date
MCHS Woodshop - Critical Shortage		
MCHS SPED Teacher LT sub*		
Bus Driver		
SES Teacher		
HES Pre K Para Pro		
HES Teacher (2) - LT Sub * Critical Shortage		
HES Teacher	Sarah Stacy	8/16/2023
HES Teacher	Michelle Badilla~ pending Visa	8/16/2023
HES Teacher	Wilgen Joy Nain~pending Visa	8/16/2023
HES Teacher	Ruzel Ann G Jalandoni~pending Visa	8/16/2023
HES SPED Para Pro (2)	Elizabeth Kile	8/17/2023
Transportation Director/Mechanic		
World Language Teacher		
JROTC		
Alt ED		
HES ab495 para - Sped		
MCHS ab495 para - Sped		
MCHS Sped Para Pro	Chris Hughes	8/17/2023
MCHS/HJH Science Teacher		
Curriculum & Instruction	Amanda Hughes	6/12/2023
HES PT Kitchen Aide		
HES Principal		
HJH Asst Track Coach	Skylar Bryan	2022-2023 track
MCHS Counselor- Critical Shortage		
Transfer/Extra Duty	Employee Name	Effective Date
SPED ESY HES Teacher	Daulo, Kathleen	6/12/2023
SPED ESY HES Para Pro	Kile, Elizabeth	6/12/2023
SPED ESY MCHS Teacher	Burall, Lyndsey	6/12/2023
SPED ESY MCHS Para Pro	Orndorff, Kellie	6/12/2023
Resignations/Terminations		Coach/Advisors resignations
Cardenas, McKenna		Amanda Jones- MCHS Girls Bball
Isom, Trinid		Jazzmin Bryan - MCHS & HJH Vball
Martin, Suzanne		Trinidi Isom - Cheer
Domagala, Mike		Darren Hamrey - Activities Director
Madrid, Stacie		Darren Hamrey - Newspaper
Schumann, Tricia		Melissa Cardenas - Asst. Activities Director
Candido, Rolita		

Last updated 6/7/2023

ACTION

ITEM #1



poolpact.com
The Power of the POOL

NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:
Mineral County School District

Prepared By:
Isom Realty & Insurance

**THANK YOU FOR
YOUR
MEMBERSHIP!**



Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities by fulfilling your public service mission. The POOL continues to offer programs, services and support for Members' financial security and collaborating with you in support of your mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

As owners of the POOL, you approved the extensive risk management services, such as POOL/PACT HR services including its training courses and ELearning modules on important HR topics. Enrollment in POOL's ELearning programs including Target Solutions Fire/EMS training, KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. Our ongoing focus on law enforcement policies and practices targeted jail and road operations with onsite and virtual assessments and sample policies.

We encourage you to discuss the POOL's services with staff and your agent. We regularly update our website and encourage you to visit www.poolpact.com to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

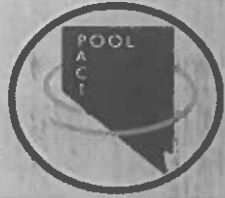
RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2023 – 07/01/2024 Standard Time	Mineral County School District	See Below

Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
• Loss of Income & Extra Expense	included
• Hazardous Substance Coverage	\$250,000 per loss
• Spoilage Coverage	\$250,000 per loss
• Data Restoration	\$100,000 per loss
• Electrical Risk Improvements	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Liability Coverage

The Limits of Liability are as follows:

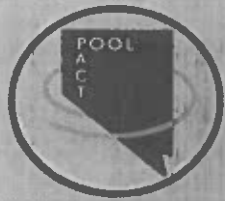
Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
• Additional Assured (Lessors) (Section I, item 2)	\$2,000,000	
• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))	\$250,000	\$250,000
• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))	\$1,000,000	\$1,000,000
• Criminal Defense Fees and Costs (Section VI, part C, item 4)	\$50,000	\$50,000
• Defense for Regulatory Agency Actions (Section VI, part C, item 16)	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
Retroactive Date	<i>May 1, 1987 except as shown in Attachment C</i>	



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Coverage Form

CYBER SECURITY RISK COVERAGE			
PART ONE: Terms and Conditions			
SECURITY RISK COVERAGE LIMITS	Limit per Named Assured Per PRIVACY OR SECURITY EVENT	Annual Aggregate Limit Per All Named Assureds	
PART TWO: Privacy or Security Liability Limits	\$1,000,000	\$ 1,000,000 up to \$15,000,000 aggregate all POOL Members combined	
The following sub-limits are a part of and not in addition to the Limits of Liability:			
PART THREE: Security Failure/Privacy Event Management Coverage	\$100,000		
PART FOUR: Network Interruption Coverage	\$250,000		
Proof of Loss Preparation Costs (as defined), (Separate Limit)	\$50,000		
Retroactive Date		July 1, 2013	



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Environmental Liability Coverage

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Student Accident Coverage

The Limits are as follows:

Student Accident insurance provides coverage during the hours and days when school is in session, while participating in school sponsored and supervised activities. Coverage includes participation in Interscholastic Sports; including Football, One Day Field Trips and Overnight Field Trips (no more than 7 consecutive nights). This includes travel directly (uninterruptedly) to and from a regularly scheduled activity with other members as a group. Travel must be supervised by a person authorized by the school. This policy should replace any policy that is currently being purchased or offered to schools and students.

Coverage	Limits and Premium
Accidental Medical Expense: Maximum Benefit	\$25,000
*Deductible Amount	\$250

* Deductible applies to parents' claims expense, not the school district



NPAIP 2023-2024 Program Structure

Property			
300,000,000 Loss Limit Property including	General Liability Including Law Enforcement Liability	Auto Liability	Wrongful Acts Including SAM
Earthquake 150,000,000	10,000,000 Limit	10,000,000 Combined Single Limit	10,000,000 Occurrence Limit
Flood 150,000,000	10,000,000 Annual Aggregate per Event Per Named Assured		10,000,000 Aggregate
Flood Zone A 25,000,000			Claims Made Form
Equipment Breakdown 100,000,000			
PRM \$300,000	NPAIP \$500,000 Self Insured Retention		
NPAIP \$200,000			
Member Maintenance Deductible			

Terrorism Property & Casualty			
Cyber Risk	10,000,000 Occurrence Limit	Environmental Liability	Student Accident Coverage
1,000,000 Occurrence Limit \$15,000,000 Annual POOL Aggregate	*Cyber Trigger Included	2,000,000 Per Occurrence 10,000,000 Aggregate Limit	25,000 Occurrence Limit
NPAIP \$250,000 Retention	\$250K Property \$200K Casualty Deductible	\$250K Retention \$25,000 Member Deductible	\$250 Deductible

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2023.



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NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Member Contribution: Expiring MD \$1,000, Wrongful Acts \$5,000

Total Cost:		\$200,978.90
Agent Compensation:		\$14,063.09
Total Program Cost Including All POOL Services:		\$215,041.99

Optional MD \$5,000

Total Cost:		\$194,676.59
Agent Compensation:		\$13,621.93
Total Program Cost Including All POOL Services:		\$208,298.51

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2023.



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

The current market conditions hardened globally due to the economic inflation. This caused a strain on the capacity that reinsurers can provide and is reflective on rates charged. Pricing is based on exposures, such as Total Insured Values, Number of Employees, Amount of Payroll, Number of Law Enforcement, Firefighters, EMT's, and the Number of Vehicles (below is a breakdown of your exposures year-over-year exposures). Claim loss is a part of the price model, but this year, more than any other, Carrier Capacity is driving pricing increases.

For All Members Property, NPAIP obtained a lower rate increase compared to the standard increases received in the market.

Municipality Liability for NPAIP continues to be impacted by adverse loss development related to social inflation, law enforcement and climate change.

The School Liability for NPAIP continues to be impacted by large settlements due to Wrongful Acts including Sexual Abuse and Molestation.

Coverage:

Maintenance Deductible:	\$
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	2022	2023	Percent (%) Change
Program Cost Comparison	\$187,563.54	\$215,041.99	14.65%

Key Exposures:

	2022	2023	Percent (%) Change
Payroll	\$4,291,000	\$5,211,146	21.44%
Total Insured Values	\$57,010,656	\$61,422,843	7.74%
Auto Count	26	28	7.69%
Law Enforcement	0	0	0.00%
Employees	102	114	11.76%
EMT's	0	0	0.00%
Student ADA	612	538	-12.09%
Teachers	46	45	-2.17%



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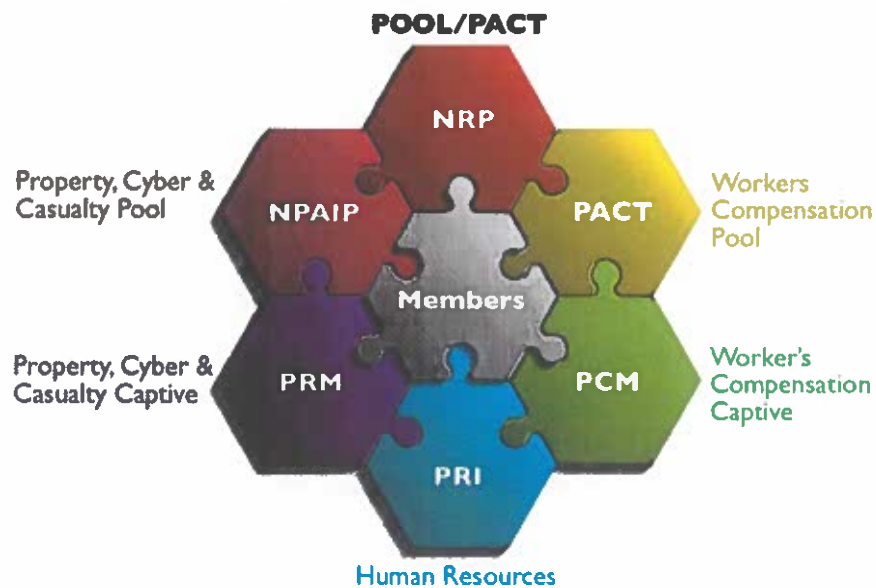
POOL/PACT – HERE FOR YOU

Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of POOL/PACT because of extensive services, which keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



POOL Executive Committee

Josh Foli - Chair (Lyon County)
Geof Stark - Vice Chair (Churchill County)
Amanda Osborne - Director (Elko County)
Dan Murphy - Director (Pershing Co.SD)
Gina Rackley - Fiscal Officer (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Scott Lindgren - Director (TDFPD)

PACT Executive Committee

Paul Johnson - Chair (White Pine CSD)
Mike Giles - Vice Chair (City of Lovelock)
Amana Osborne - Trustee (Elko County)
Josh Foli - Fiscal Officer (Lyon County)
Robyn Dunckhorst - Trustee (Humboldt GH)
Craig Roisum - Trustee (City of Caliente)
Joe Westerlund - Trustee (Town of Tonopah)



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RISK MANAGEMENT BENEFITS AND SERVICES

POOL/PACT LOSS CONTROL COMMITTEE

Develops, administers, and supervises Risk Management policy, procedure, and planning • Supports innovative risk reduction and/or mitigation programs • Develops and administers risk control techniques to reduce the frequency and severity of losses

ENTERPRISE RISK MANAGEMENT EXCELLENCE PROGRAM

A voluntary program developed to assist POOL/PACT members achieve operational excellence in the delivery of public service through effective risk management • Develops understanding of Enterprise Risk Management – that risk management efforts of one department have a direct impact, either positive or negative, on the enterprise as a whole

RISK MANAGEMENT GRANT PROGRAM

Educational Grants supporting risk management education and training opportunities • Risk Management Grants for risk management/mitigation projects or acquisitions • Visit www.poolpact.com/risk-grant.asp for more information

ONLINE SAFETY TRAINING

Active Shooter Response • Asbestos Awareness Training • Aversive Interventions • Back Safety in the Workplace • Bloodborne Pathogens Awareness • The Complex Quadriplex of Lifeguard Blindness • Cybersecurity Awareness • Ransomware Awareness • Defensive Driving • FERPA • GHS - Hazard Communication • Heat-Related Illness • HIPAA Privacy Rule • Lock-Out, Tag-Out • Mandatory Child Abuse Reporting Laws • MRSA Awareness for Correctional Employees • MRSA Awareness in Hospitals • Nevada Ethics in Government Law • Office Ergonomics • Open Meeting Law • OSHA – Rights and Responsibilities • Pool Chemical Safety • Slips, Trips, and Falls • Strip Search Training • Students in Transition • Sub-Administrator Training • Surviving an Active Shooter • Teaching Science Safety • Transporting Students with Special Needs • MSDSonline (SDS management)

LAW ENFORCEMENT AND FIRE PROTECTION

Partnership with Legal Liability Risk Management Institute (LLRMI) to provide Best-practice Road and Detention Operation Policies and Procedures • Detention Facility Assessments and Reports • Team Approach to Address Individual Needs Through Network of Subject Matter Experts in Law Enforcement, Jails/Corrections, Public Safety, and Criminal Justice • TargetSolutions Fire and EMS Training Platform • Mental Health – Fit for Retirement Wellness

SWIMMING POOL SAFETY POLICIES, INSPECTIONS, AND TRAINING

Aquatic Facility Assessment and Report • Annual Aquatic Risk Management Seminar • Best-practice Aquatic Facility Policy and Lifeguard Manual Templates

CYBERSECURITY TRAINING AND POLICIES

Onsite Passive Network Assessments (PNA) • Best-practice Data Security Policy Templates • Quarterly Cybersecurity Hot-Topic Webinars • Annual Cybersecurity Summit • KnowB4 Phishing Awareness Campaigns and Training • KnowB4 Cybersecurity Newsletter • Cyber Incident Response Plan Templates • Individualized Data- and Cybersecurity Advice and Support

SCHOOL DISTRICT EMERGENCY OPERATIONS PLANS, TRAINING, AND POLICIES

NRS-required Emergency Operation Plans (EOP) • Annual EOP updates • Emergency Management and Response Training • School Safety Training based on FEMA Guide for High Quality School Emergency Operations Plans • Hazard and Vulnerability Assessments and Reports

SITE SAFETY INSPECTIONS, TRAININGS, AND AUDITS

Playground & Parks Safety Surveys • Workstation Ergonomic Evaluations • Confined Space Risk Assessments • Facility Surveys • Fire Extinguisher Education • Respirator Fit Testing and Education • CPR/First Aid/AED • Accident Investigation Training • Back Safety and Lifting • Defensive and Distracted Driver Education • Workplace Violence • Personal Protective Equipment • Emergency Preparedness • OSHA Compliance Training • Written Workplace Safety Plan Training • Safety Committee Formation and Operation • Wellness/Health Education and Training

For More Information, Contact:

Marshall Smith, Risk Manager (marshallsmith@poolpact.com) or Jarrod Hickman, Risk Management Specialist (jarrodhickman@poolpact.com); (775) 885-7475; or visit www.poolpact.com.



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS



POOL/PACT HUMAN RESOURCES MEMBER SERVICES

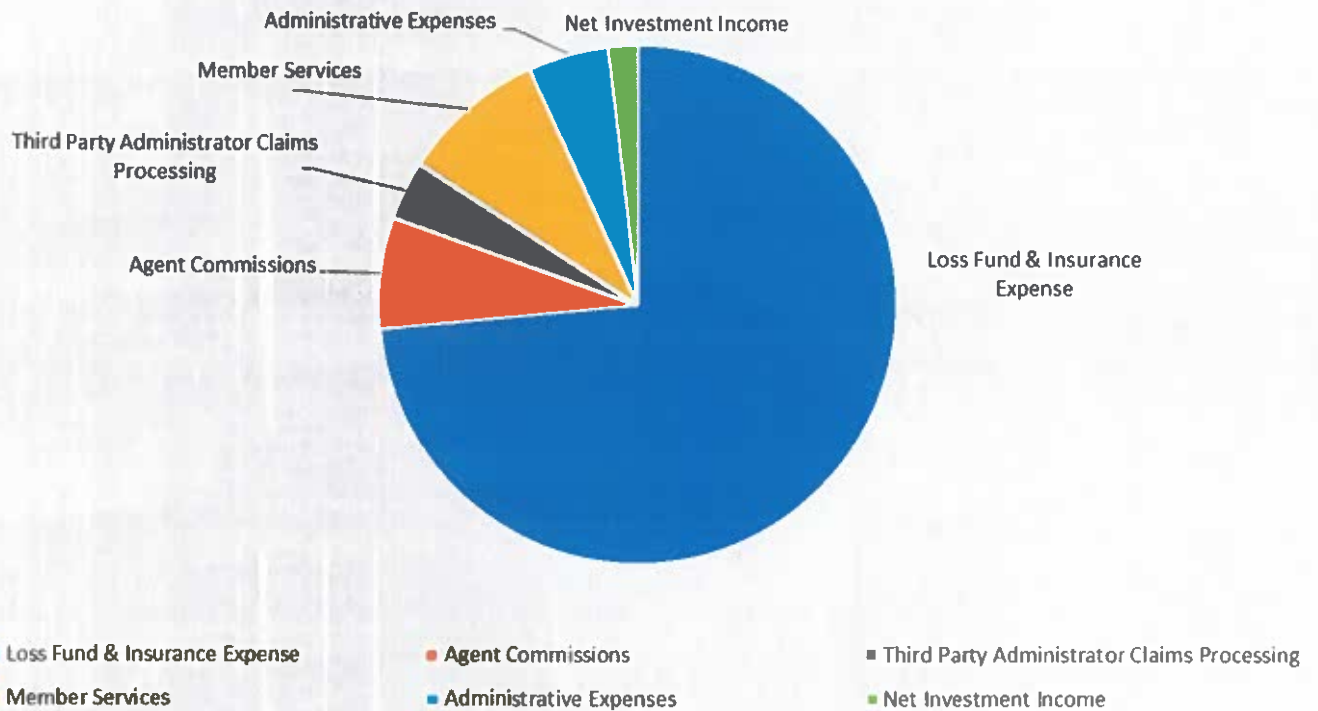
A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- In-person and virtual instructor-led training courses, workshops, and certificate programs.
- eLearning courses available 24/7.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to inform members of significant HR-related law or practice changes.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.



POOL 2023-2024 APPROVED BUDGET AND EXPENSES

**POOL FY 2023-24
Approved Budget Expenses**



Pool Budget	Proposed Budget	% Allocation
Loss Fund & Insurance Expense	\$ 20,053,808	76.1%
Agent Commissions	\$ 1,609,366	6.1%
Third Party Administrator Claims Processing	\$ 800,575	3.0%
Member Services	\$ 2,098,808	8.0%
Administrative Expenses	\$ 1,236,831	4.7%
Net Investment Income	\$ 541,800	2.1%
Total Budget	\$ 26,341,188	100.0%



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POOL/PACT CONTACTS

Nevada Risk Pooling (NRP) (775) 885 7475

Wayne Carlson, Executive Director, ext 132
waynecarlson@poolpact.com

Alan Kalt, Chief Financial Officer, ext 128
akalt@poolpact.com

Marshall Smith, Risk Manager, ext 104
marshallsmith@poolpact.com

Jarrold Hickman, Risk Manager, ext 133
jarrodhickman@poolpact.com

Mike Van Houten, eLearning Administrator, ext 101
elearning@poolpact.com

Stephen Romero, Member Relations Manager, ext 110
stephenromero@poolpact.com

Jennifer Turner, Admin Data Analyst, ext 129
jenniferturner@poolpact.com

Pooling Resources, Inc. (POOL/PACT HR) (775) 887 2240

Stacy Norbeck, General Manager, ext 107
stacynorbeck@poolpact.com

Neal Freitas, Sr. HR Business Partner, ext 113
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Ashley Creel, Sr. HR Business Partner, ext 105
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Jeff Coulam, Sr. HR Business Partner, ext 106
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Lessly Monroy, HR Business Partner, ext 108
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Sean Moyle, HR Business Partner, ext 103
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Davies Claims Solutions

Donna Squires, Claims Manager
(775) 329 1181
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Margaret Malzahn, WC Claims Supervisor
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NPAIP MEMBERSHIP

Counties:

Carson City
Churchill County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Pershing County
Storey County
White Pine County

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Fire Districts:

Moapa Valley Fire Protection District
Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Health District
Central Nevada Historical Society
Central Nevada Regional Water Authority
Community Chest, Inc.
Consolidated Agencies of Human Services
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Eight Judicial District
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Lincoln County Regional Development
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Nevada Volunteers
NevadaWorks
Pooling Resources, Inc.
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Battle Mountain Hospital
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District

Special Districts (continue):

Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

**THANK YOU
FOR YOUR
MEMBERSHIP!**

ACTION

ITEM #3

SPEECH AND LANGUAGE PATHOLOGIST

FLSA Status: Exempt

Created: 6/7/2023

Safety Sensitive: NO

Last Revised:

DEFINITION: Under the immediate direction of the site administrator, provide direct services, including evaluation and therapy to students with speech and language handicaps, as well as consultation with staff and parents regarding optimum strategies for maximizing curricular success

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

- Consults with teachers and parents regarding typical speech and language development, classroom modifications, and/or accommodations and assists in the referral process if necessary
- Diagnoses speech and language disorders
- Evaluate, in conjunction with other professionals, as necessary, the effects of a speech, language, or hearing disorder on a pupil's educational performance and academic achievement
- Provides intervention (directly or on a consultative basis) that addresses individual goals and objectives directed toward academic success through remediation or compensation
- For students with hearing impairments, provide training in the effective use of residual hearing, skillful use of amplified sound, speech reading skills, and effective visual/environmental cues
- Conducts ongoing evaluation for qualified students and makes periodic reports of progress,
- Recommending adjustments in the intervention program as necessary
- Attends staffing and planning meetings for individual students, providing expertise as needed in speech and language, as well as input on student performance and recommendations for intervention
- Maintains appropriate documentation required by law (including assessment reports, IEPs, registers,
- etc.)
- Attends regular departmental staff meetings
- Develops personal performance goals based on the California Standards for the Teaching Profession on an annual basis

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: *(KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)*

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Ability to

- Must be able to relate well with others
- Must have better than average recommendations from other professionals who have observed personal characteristics, educational attainment, and professional duty performance
- Comply with the school's customer service standards

EDUCATION AND/OR EXPERIENCE**Required**

- Valid Nevada Teaching Certificate for Speech and Language Impairment.
- Applicant must be able to withstand a State of Nevada law enforcement background check.

Experience:

One or more years of successful experience in speech/language intervention as a team participant

Education:

Masters Degree in Speech Pathology and Passed CBEST or Nevada State License or Clinical Rehabilitative Credential

Desired: Board of Examiners State License, ASHA Certification.

PHYSICAL DEMANDS

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of

paper; occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. Involves hearing and speech to communicate in person or over the telephone. Light lifting (up to 25 pounds) is occasionally required.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

Work is performed under the following conditions.

Exposure to climate controlled classroom settings to outside weather with temperatures ranging from mild/moderate to extreme cold/heat. May involve exposure to noise levels ranging from moderate to very loud and occasional to frequent time periods. May involve work in crowded environments.

Hazards: Classroom furniture, playground/office equipment, communicable diseases, chemicals (as related to specific assignment), and power/hand operated equipment and machinery (as related to specific assignment).

Blood-Borne Pathogens: An encounter with blood or other bodily fluids may occur in this line of work. You will be expected to know and follow the safety steps in the safety training provided annually.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed

OCCUPATIONAL THERAPIST

FLSA Status: Exempt

Safety Sensitive: NO

Created: 6/7/2023

Last Revised:

DEFINITION: Under the direction of the site administrator, the Occupational Therapist provides assessment consultation to parents and teachers and offers direct treatment for children with disabling conditions.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

- Prepares and maintains records and reports as required for compliance with various state, federal, and administrative regulations
- Assesses student performance in activities that are meaningful, curriculum-oriented, and applicable to daily life routines
- Identifies student abilities and educational, developmental, or functional needs with the IEP team and develops long and short-term goals and objectives
- Develops a therapy intervention plan that supports the IEP goals, objectives, and outcomes and implements this plan in appropriate settings and curricula
- Coordinates the implementation of goals and outcomes with the IEP team
- Documents findings, actions taken, and/or recommendations made regarding service areas and maintains records as required by the Department and identified by program needs
- Assists in the development of student transition plans, programs, and goals
- Develops and implements training opportunities and in-services for educational staff, parents, and administrators
- Devises a treatment program aimed at improving identified areas of function related to the student's academic needs
- Attends meetings and conferences and travels to various work sites as required
- Performs other related duties as required

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: *(KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)*

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Intellectual, sensory, and physical development of young children; techniques used in the assessment and treatment of disabilities
- Educational and developmental needs of young children with specific disabilities
- Applicable treatment modalities and theory for the pediatric population
- Occupational therapy techniques commonly used with the severely and physically disabled population;
- Physical and psychological problems of the severely and physically disabled population and their families, and normal growth and development of children

Ability to:

- Plan, organize and conduct an occupational therapy program for neuromuscular and/or orthopedically involved children
- Make accurate assessments of the developmental status and educational needs of young children
- Work collaboratively in multi-disciplinary teams
- Work collaboratively with parents effectively communicate occupational therapy treatment techniques and goals to parents, teachers, and other program staff
- Apply occupational therapy techniques in the treatment of children with disabilities
- Communicate effectively orally and in writing
- Work independently
- Establish general schedules and priorities
- Perform complex or varied tasks
- Understand and carry out oral and written instructions
- Establish and maintain cooperative working relationships
- Comply with the school's customer service standards

EDUCATION AND/OR EXPERIENCE**Required:**

- Valid Nevada Teaching Certificate for Speech and Language Impairment.
- Applicant must be able to withstand a State of Nevada law enforcement background check.

Experience/ Education:

Any combination equivalent to: Graduation from an occupational therapy program accredited by the American Medical Association; training in sensory integration testing and techniques is desirable; and experience in occupational therapy with children with disabilities in a variety of settings, including school, home, and clinics; some experience working as a member of a multi-disciplinary team including working collaboratively with families.

Valid registration by the American Occupational Therapy Association.

PHYSICAL DEMANDS

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. Involves hearing and speech to communicate in person or over the telephone. Light lifting (up to 25 pounds) is occasionally required.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

Work is performed under the following conditions.

Exposure to climate controlled classroom settings to outside weather with temperatures ranging from mild/moderate to extreme cold/heat. May involve exposure to noise levels ranging from moderate to very loud and occasional to frequent time periods. May involve work in crowded environments.

Hazards: Classroom furniture, playground/office equipment, communicable diseases, chemicals (as related to specific assignment), and power/hand operated equipment and machinery (as related to specific assignment).

Blood-Borne Pathogens: An encounter with blood or other bodily fluids may occur in this line of work. You will be expected to know and follow the safety steps in the safety training provided annually.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed

ACTION

ITEM #4

**DR. SUZANNE
ROEPKE**



Mineral County School District Contractor Agreement

This Agreement is made effective as of 6/6/2023, by and between Mineral County School District, of 751 A Street P.O. Box 1540, Hawthorne, Nevada 89415, and Suzanne Roepke, Ph.D. of 398 Mt. Tom Rd. Bishop, CA 93514.

In this Agreement, the party contracting to receive services shall be referred to as "MCSD", and the party providing the services shall be referred to as "Contractor".

The Contractor has a background as a School Psychologist and is willing to provide services to MCSD based on this background.

Contractors providing services that require licensure or certification must provide evidence of current licensure or certification. The Contractor is required by this contract with MCSD to hold and maintain any necessary license or certificate.

MCSD desires to have services provided by the Contractor.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on or around August 14, 2023, The Contractor will provide the services (collectively, the "Services") as referenced in the **attached Proposal**.

2. PERFORMANCE OF SERVICES. How the Services are to be performed and the Contractor's specific hours to be worked shall be determined by the Contractor and MCSD administration. MCSD will rely on the Contractor to work as many hours as possible to fulfill Contractor's obligations under this Agreement.

3. PAYMENT. MCSD will pay a fee to the Contractor for the Services in the amount of [Click or tap here to enter text.](#) per hour. This fee shall be payable monthly in a lump sum upon completion of the Services. The Contractor shall provide a breakdown of services rendered to MCSD to permit MCSD to determine that the Services required under this Agreement have been completed satisfactorily. Upon MCSD's determination that Services have been completed, payment will be processed.

4. EXPENSE REIMBURSEMENT. The Contractor shall pay all "out-of-pocket" expenses and shall not be entitled to reimbursement from MCSD for such expenses unless specifically detailed within this agreement or the attached proposal.

"Out-of-Pocket" expenses generally mean any cost the Contractor occurs associated with the scope of work as detailed in this agreement and any attachments. These include travel to and from the district and associated housing and food costs while delivering agreed-upon service. "Out-of-Pocket" expenses include COVID-19-related expenses, such as Personal Protective Equipment (PPE), sanitizer, plexiglass, and disinfectant used to prevent the spread of the COVID-19 virus.



Mineral County School District

Contractor Agreement

5. NEW PROJECT APPROVAL. The Contractor and MCSD recognize that the Contractor's Services will include working on various projects for MCSD. The Contractor shall obtain the approval of MCSD before the commencement of the new project.

6. TERM/TERMINATION. The Contractor or MCSD may terminate this Agreement for any reason, without cause, upon 14 calendar days written notice to the other Party to this Agreement. In the event of termination under this clause, MCSD shall pay The Contractor any fees due and payable for any Services completed, up to and including the termination date. During the notice period, the Contractor shall continue to provide his or her Services under this Agreement and co-operate to provide any reasonable assistance requested of the Contractor and to help ensure the smooth transition of his or her responsibilities under this Agreement to other independent contractors or other persons, as directed by MCSD. As this Agreement may be terminated without cause, the Contractor expressly agrees that he or she has no reasonable expectation in the continued existence of this agreement and/or the relationship between the contracting parties described therein.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor for MCSD and not an employee of MCSD. The Contractor is not required to work exclusively for MCSD. Notwithstanding the exercise of any control necessary to comply with any statutory, regulatory, or contractual obligations, the Contractor has control and discretion over the means and manner of the performance of any work. MCSD will not provide fringe benefits for the Contractor's benefit, including health insurance, paid vacation, or any other employee benefit. MCSD will not be responsible for withholding, paying, or remitting any income, payroll, or other federal, state, or local taxes, making any insurance or social security program contributions or other unemployment or disability insurance contributions, or obtaining or contributing to workers' compensation insurance on the Contractor's behalf.

8. EMPLOYEES. The Contractor's employees, if any, who perform services for MCSD under this Agreement shall also be bound by the provisions of this Agreement. At the request of MCSD, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.

9. INJURIES AND INSURANCE. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the Contractor's benefit (and the Contractor's employees, if any). The Contractor waives any rights to recovery from MCSD for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that result from the negligence of the Contractor or Contractor's employees.

10. MUTUAL INDEMNIFICATION. The Contractor agrees to defend, indemnify, and hold harmless MCSD from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against MCSD that result from or arise out of the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents. MCSD agrees to defend, indemnify, and hold harmless the Contractor from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against the Contractor that result



Mineral County School District Contractor Agreement

from or arise out of the acts or omissions of MCSD, MCSD's employees, if any, and MCSD's agents.

11. INTELLECTUAL PROPERTY. The following provisions shall apply concerning copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

Contractor's Intellectual Property. The Contractor does not personally hold any interest in any Intellectual Property.

12. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to, email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of MCSD are the property of MCSD.

13. CONFIDENTIALITY. MCSD recognizes that the Contractor has and will have the following information: proprietary information (collectively, "Information"), which are valuable, special, and unique assets of Mineral County School District and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the Contractor agrees that the Contractor will not at any time or in any manner, either directly or indirectly, use any Information for the Contractor's own benefit or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of MCSD. The Contractor will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation or under the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Contractor agrees to provide written notice of any such order to an authorized officer of MCSD within 5 calendar days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit MCSD to contest the order or seek confidentiality protections, as determined in MCSD's sole discretion.

14. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

15. RETURN OF RECORDS. Upon termination of this Agreement, the Contractor shall deliver all records, notes, protocols, data, memoranda, models, and equipment of any nature that are in the Contractor's possession or under the Contractor's control and that are MCSD's property or relate to MCSD's business.



Mineral County School District Contractor Agreement

16. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for MCSD:

Mineral County School District
Stephanie Keuhey
Superintendent
751 A Street P.O. Box 1540
Hawthorne, Nevada 89415

IF for Contractor:

Suzanne Roepke
School Psychologist
398 Mt. Tom Rd. Bishop, CA 93514

Either party may change such address occasionally by providing written notice to the other in the manner set forth above.

17. ENTIRE AGREEMENT. This Agreement, together with any other documents incorporated by reference and related exhibits and schedules, contains the parties' entire agreement, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

19. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. APPLICABLE LAW. The laws of the State of Nevada shall govern this Agreement.

22. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused because of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws



Mineral County School District

Contractor Agreement

proclamations, edits, ordinances, or regulations, strikes, lockouts or other serious labor disputes, riots, earthquakes, floods, explosions, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties respective obligations hereunder shall resume. If the interruption of the excused party's obligations continues for over thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

23. ASSIGNMENT. The Contractor agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of MCSD. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of MCSD with, or its merger into, any other corporation, or the sale by MCSD of all or substantially all of its properties or assets, or the assignment by MCSD of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns and shall not benefit any person or entity other than those enumerated above.

Assignment. The Contractor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without MCSD's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. MCSD may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

24. SIGNATORIES. This Agreement shall be signed on behalf of MCSD by Stephanie Keuhey, Superintendent, and on behalf of the Contractor by Suzanne Roepke, position School Psychologist and effective as of the date first above written. This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

Party receiving services:

Mineral County School District

By: Click or tap here to enter text. Date: Click or tap here to enter text.
Stephanie Keuhey

Party providing services:

By: Click or tap here to enter text. Date: Click or tap here to enter text.
Suzanne Roepke, Ph.D.

Suzanne Roepke Ph. D

School Psychologist

Scope of Work or Description of Services

- Conduct psycho-educational assessments, including cognitive abilities, social-emotional functioning, sensory-motor, adaptive behavior, and academic skills, to evaluate special needs following state and federal mandates.
- Conduct classroom observations to identify and analyze educational, behavioral, and/or emotional issues requiring specialized plans for improvement.
- Interview classroom teachers, administrators, and paraprofessionals working directly with the evaluated student
- Conduct classroom observations to identify and analyze educational, behavioral, and/or emotional issues.
- Confer with staff on an as-needed basis regarding the student's educational progress, placements, and behavior
- Report preparation through the analysis, interpretation, and summarization of test results, observations, and health and developmental information; prepare and make recommendations based on results.
- Presentation of report findings, interpreting psycho-educational evaluation results and developing recommendations for appropriate goals and objectives with teachers and other IEP members during meetings scheduled by Mineral County School District personnel.
- Advise teachers, administrators, and other school staff on improving student motivation, learning, and social-emotional development.
- Provide other related duties to support student academic and/or mental health, such as psychological counseling and crisis counseling

Detail or Explanation of Cost and Timelines

School Year 2023-2024

Hours / Days	Service	Details of Cost	Travel and Misc. Cost
TBD by Psychologist and the MCSD administration. A schedule should be submitted each quarter and approved by the MCSD administration. Estimated 60 days – 3 days every other week or as agreed upon by psychologist and MCSD.	Psychological Services outlined above.	\$885.00 per day for 8 hours \$110.62 per hour On campus, time should be billed by the day. Work from home will be billed either by the day or hourly.	\$500.00 monthly for all gas, mileage, maintenance, and malpractice insurance. (10 months) MCSD is to pay for the overnight lodge at the El Capitan Travel Lodge (2 nights per week, 4 nights per month, 40 nights total) - Direct billed to District. <i>This cost is separate from the proposal.</i>
		\$53,100.00	\$5,000.00
Contract Not to Exceed: \$58,100.00			
<i>Additional costs may occur if services such as report writing must be completed at home and above and beyond this contracted amount. This will be billed at the hourly rate outlined above.</i>			

These estimates can be adjusted based on mutual agreement between Dr. Roepke and MCSD Administration.

Respectful Submitted,



Suzanne Roepke, Ph. D
School Psychologist

State of Nevada
License for Educational Personnel

License No. 47620

This License Certifies That

Suzanne R Roepke

Has complied with the prescribed rules and regulations of the Commission on Professional Standards in Education and that the Superintendent of Public Instruction has granted this license which authorizes the holder to provide service in the schools of the State of Nevada in the following areas :

License	Grade Level	Original Endorsement Issue Date	Endorsements	License Issue Date	Expiration Date
Professional - Special	K-12	03/08/2003	School Psychologist	04/17/2023	03/26/2033

Provisions to be satisfied

Provisions

Required Due Date

All provisions have been satisfied.

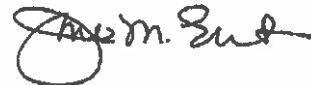
Renewal Requirements

Renewal Requirements

Required Due Date

Must submit current occupational license from the
Issuing Nevada Board.

03/26/2033



State Superintendent of Public Instruction

**NORTHERN INYO HOSPITAL
RECORD OF TUBERCULOSIS SCREENING**

ROEPKE, SUZANNE R
DOB: 03/26/1954
DOB: 03/17/2023
Attn: Brown, Stacey MD
FIN: 507581



Name: Roepke, Suzanne R DOB: 03/26/1954

Answer the following questions:

Do you have:

1. Unexplained productive cough?
2. Unexplained weight loss?
3. Unexplained appetite loss?
4. Unexplained fever?
5. Night sweats?
6. Shortness of breath?
7. Chest pain?
8. Increased fatigue?
9. Change in health status that would lower your immune response to this test?
10. Vaccines containing live virus components in the past 4 weeks?

Yes

No

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The above health statement is accurate to the best of my knowledge. I will see my physician, and/or health department if my health status changes.

I consent to have a PPD Tuberculosis skin test.

Employee/Patient Signature: [Signature] Date: 3-17-23

Minors must have a legal guardian sign this consent

TUBERCULOSIS SKIN TEST (TST)

Date	Time	TST	Site (circle site used)
03/17/23	2:05 pm	TST 0.1 ml intradermal	RFA <u>(LFA)</u>

Manufacturer: SANOFI PASTEUR Lot: 2CA27C1 Exp. Date: 06/01/2025

Administered by: Waylyn Rickford MA

Return 48-72 hrs: After: 03/20/2023 Before: 03/20/2023 2:00 pm

Results: 0 mm of induration (not erythema)

Read by: D. Costello, RN Date: 3-20-23 Time: 1130

Comments: Negative

**TRISURA®**

Trisura Specialty Insurance Company

210 Park Avenue, Suite 1400

Oklahoma City, OK 73102

PRIVATE PRACTICE EDUCATOR PROFESSIONAL LIABILITY



In consideration of the payment of premium when due, it is agreed and understood that, solely with respect to the Insured(s) set forth in Item #1 of this Declaration, the PRIVATE EDUCATORS PROFESSIONAL LIABILITY POLICY on Form 4000 PL applies as specified.

PRIVATE PRACTICE EDUCATORS PROFESSIONAL LIABILITY POLICY DECLARATIONS PAGE

THIS IS A CLAIMS MADE AND DEFENSE WITHIN LIMITS POLICY. PLEASE READ IT CAREFULLY.

Limits of Liability may be reduced or completely exhausted by Defense Expenses, as defined in the policy.

Policy Number: TPP 0002290 00**Client ID:** 71828**Association:** NASP

ITEM 1. Dr Suzanne Roepke
398 Mt Tom Rd
Bishop, CA 93514

ITEM 2. Policy Period – At 12:01 AM at the address shown in Item 1. above.

Inception Date: 11/23/2022**Expiration Date:** 11/23/2023

ITEM 3. Retroactive Date: 11/23/2022

Surplus Lines Producer's Name & Address:

Richard F. Jones, Jr., Agent / Broker
c/o FORREST T. JONES & COMPANY, INC.
P.O. Box 418131
Kansas City, MO 64141-8131
Phone: (800) 821-7303

ITEM 4. Limits of Liability (including Defense Costs, Charges and Expenses):

A. Private Educators Professional Liability	\$1,000,000 Per Claim Limit of Liability
Acts or Omissions:	
B. Private Educators Professional Liability	\$3,000,000 Aggregate Limit for all Claims
Acts or Omissions:	
C. Off-Premises Liability Coverage:	N/A Per Claim Limit for each Occurrence
D. Off-Premises Liability Coverage:	N/A Aggregate Limit for all Claims
E. Activities as a Board of Certification member:	\$25,000 Per Claim \$25,000 Aggregate Limit for all Claims
F. Sexual Misconduct Defense Coverage Limit:	\$25,000 Per Claim \$25,000 Aggregate Limit for all Claims
G. Psychologists & Counselors Defense Expense Coverage Limit:	\$5,000 Per Claim \$5,000 Aggregate Limit for all Claims

PRIVATE PRACTICE EDUCATOR PROFESSIONAL LIABILITY

ITEM 5. Deductible:

A. Private Educators Professional Liability Acts or Omissions:	\$500 Per Claim Deductible
B. Off-Premises Liability Coverage:	N/A Per Claim Deductible

ITEM 6. Basic Premium: \$438.83
Surplus Lines Tax: \$13.17
Stamping Fee:
Total: \$452.00

ITEM 7. Insured's Educational Specialty: See Item #2 of attached Application

The following forms and endorsements are made a part of and attached to this policy at inception:



Issue Date: 12/08/2022

ASSOCIATION MEMBER OF TRUST FOR INSURING EDUCATORS PURCHASING GROUP

SYLVIA
LEGGET



Mineral County School District Contractor Agreement

This Agreement is made effective as of 6/6/2023, by and between Mineral County School District, of 751 A Street P.O. Box 1540, Hawthorne, Nevada 89415, and All About Vision, LLC, Po>o Box 33940, Reno, NV 89533.

In this Agreement, the party contracting to receive services shall be referred to as "MCSD", and the party providing the services shall be referred to as "Contractor".

The Contractor has a background as a Vision Specialist and is willing to provide services to MCSD based on this background.

Contractors providing services that require licensure or certification must provide evidence of current licensure or certification. The Contractor is required by this contract with MCSD to hold and maintain any necessary license or certificate.

MCSD desires to have services provided by the Contractor.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on or around August 14, 2023, The Contractor will provide the services (collectively, the "Services") as referenced in the **attached Proposal**.

2. PERFORMANCE OF SERVICES. How the Services are to be performed and the Contractor's specific hours to be worked shall be determined by the Contractor and MCSD administration. MCSD will rely on the Contractor to work as many hours as possible to fulfill Contractor's obligations under this Agreement.

3. PAYMENT. MCSD will pay a fee to the Contractor for the Services in the amount of 80.00 per hour. This fee shall be payable monthly in a lump sum upon completion of the Services. The Contractor shall provide a breakdown of services rendered to MCSD to permit MCSD to determine that the Services required under this Agreement have been completed satisfactorily. Upon MCSD's determination that Services have been completed, payment will be processed.

4. EXPENSE REIMBURSEMENT. The Contractor shall pay all "out-of-pocket" expenses and shall not be entitled to reimbursement from MCSD for such expenses unless specifically detailed within this agreement or the attached proposal.

"Out-of-Pocket" expenses generally mean any cost the Contractor occurs associated with the scope of work as detailed in this agreement and any attachments. These include travel to and from the district and associated housing and food costs while delivering agreed-upon service. "Out-of-Pocket" expenses include COVID-19-related expenses, such as Personal Protective Equipment (PPE), sanitizer, plexiglass, and disinfectant used to prevent the spread of the COVID-19 virus.



Mineral County School District

Contractor Agreement

5. NEW PROJECT APPROVAL. The Contractor and MCSD recognize that the Contractor's Services will include working on various projects for MCSD. The Contractor shall obtain the approval of MCSD before the commencement of the new project.

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7. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor for MCSD and not an employee of MCSD. The Contractor is not required to work exclusively for MCSD. Notwithstanding the exercise of any control necessary to comply with any statutory, regulatory, or contractual obligations, the Contractor has control and discretion over the means and manner of the performance of any work. MCSD will not provide fringe benefits for the Contractor's benefit, including health insurance, paid vacation, or any other employee benefit. MCSD will not be responsible for withholding, paying, or remitting any income, payroll, or other federal, state, or local taxes, making any insurance or social security program contributions or other unemployment or disability insurance contributions, or obtaining or contributing to workers' compensation insurance on the Contractor's behalf.

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9. INJURIES AND INSURANCE. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the Contractor's benefit (and the Contractor's employees, if any). The Contractor waives any rights to recovery from MCSD for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that result from the negligence of the Contractor or Contractor's employees.

10. MUTUAL INDEMNIFICATION. The Contractor agrees to defend, indemnify, and hold harmless MCSD from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against MCSD that result from or arise out of the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents. MCSD agrees to defend, indemnify, and hold harmless the Contractor from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against the Contractor that result



Mineral County School District

Contractor Agreement

from or arise out of the acts or omissions of MCSD, MCSD's employees, if any, and MCSD's agents.

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Contractor's Intellectual Property. The Contractor does not personally hold any interest in any Intellectual Property.

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Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation or under the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Contractor agrees to provide written notice of any such order to an authorized officer of MCSD within 5 calendar days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit MCSD to contest the order or seek confidentiality protections, as determined in MCSD's sole discretion.

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Mineral County School District Contractor Agreement

16. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for MCSD:

Mineral County School District
Stephanie Keuhey
Superintendent
751 A Street P.O. Box 1540
Hawthorne, Nevada 89415

IF for Contractor:

All About Vision, LLC
Sylvia Leggett
Owner, Vision Specialist
P.O. Box 33940
Reno, NV 89533

Either party may change such address occasionally by providing written notice to the other in the manner set forth above.

17. ENTIRE AGREEMENT. This Agreement, together with any other documents incorporated by reference and related exhibits and schedules, contains the parties' entire agreement, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

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20. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. APPLICABLE LAW. The laws of the State of Nevada shall govern this Agreement.



Mineral County School District Contractor Agreement

22. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused because of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances, or regulations, strikes, lockouts or other serious labor disputes, riots, earthquakes, floods, explosions, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period equal to the period of such excusable interruption. When such events have abated, the parties respective obligations hereunder shall resume. If the interruption of the excused party's obligations continues for over thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

23. ASSIGNMENT. The Contractor agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of MCSD. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of MCSD with, or its merger into, any other corporation, or the sale by MCSD of all or substantially all its properties or assets, or the assignment by MCSD of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns and shall not benefit any person or entity other than those enumerated above.

Assignment. The Contractor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without MCSD's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. MCSD may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

24. SIGNATORIES. This Agreement shall be signed on behalf of MCSD by Stephanie Keuhey, Superintendent, and on behalf of the Contractor by Sylvia Leggett, position Vision Specialist and effective as of the date first above written. This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

Party receiving services:

Mineral County School District

By: Click or tap here to enter text. Date: Click or tap here to enter text.

Stephanie Keuhey

Party providing services:

By: Sylvia Leggett Date: 5/31/2023

Sylvia Leggett

Proposal for Vision Services 2022-2023

All About Vision LLC

Sylvia Leggett – Vision Specialist

Scope of Work or Description of Services

- Evaluate the individual needs of the student and create a specific program to meet these needs, which may be academic and/or social
- Evaluate and make periodic reports on the academic achievement and personal adjustment of the visually impaired student in cooperation with the regular classroom teacher and principal
- Consult regularly with classroom teachers in planning the instructional program for students with visual impairments
- Confer frequently with parents and school staff members on each student's progress
- Provide appropriate physical and psychological environments to establish and reinforce acceptable student behavior, attitudes, social skills, and self-image
- Conduct assessment and evaluation of students' vision needs; attend and serve as a member of the IEP team to determine the eligibility of students for the program; assist in the development of IEP instructional goals and objectives; assist in identifying other related services for the student; evaluate student progress and submit reports promptly to coincide with IEP review meetings
- Establish a varied environment that accommodates the different ways students learn
- Provide, secure, or develop special equipment and materials, including tapes, books, software, and digital and electronic materials, as available and needed for each student
- Teach special skills as needed, which may include braille, typing, writing, daily living, prevocational skills, and community access
- Work directly with individual students with visual impairment and develop goals and objectives

Detail or Explanation of Cost and Timelines

Hours/Days	Service	Details of Cost	Miscellaneous
Currently 2 students An addendum to this proposal will occur if additional students are placed on caseload.	Vision, Orientation, and Mobile Services	\$80.00 per hour	10 site visits (1 per month) 5 hours per visit 50x\$85.00 = \$4,000.00
Total Direct Time: <u>Student #1</u> 60 per Mth. <u>Student #2</u> 24 per Mth.	Vision Services	<u>Student #1</u> 10X\$80.00 = \$800.00 <u>Student #2</u> 4x\$80.00= \$320.00	A schedule is to be developed and presented to the special education administration. Changes in the schedule must be mutually agreed upon.
Indirect time: attending meetings, report writing, IEP writing, therapy documents, and consulting with staff. 30 hours per year		30 \$80.00 = \$2,400.00	
Contract Not to Exceed: \$7,520.00 <i>An addendum may be submitted if additional time is needed or if other students are added.</i>			

These estimates can be adjusted based on mutual agreement between All About Vision LLC and MCSD Administration.

Respectful Submitted,

Sylvia Leggett
Owner, Vision Specialist



Academy for Certification of Vision
Rehabilitation & Education Professionals

This is to certify that

SYLVIA LEGGETT

Has met all the requirements established to become a

**CERTIFIED ORIENTATION AND MOBILITY
SPECIALIST (COMS)**



Sylvia Leggett

Certification Number: 3022

Recertification Date: December 31, 2022

Expiration Date: December 31, 2027

[Signature]

**TRISURA**

Trisura Specialty Insurance Company
210 Park Avenue, Suite 1400
Oklahoma City, OK 73102

PRIVATE PRACTICE EDUCATOR PROFESSIONAL LIABILITY



In consideration of the payment of premium when due, it is agreed and understood that, solely with respect to the Insured(s) set forth in Item #1 of this Declarations, the PRIVATE EDUCATORS PROFESSIONAL LIABILITY POLICY on Form 4000 PL applies as specified.

PRIVATE PRACTICE EDUCATORS PROFESSIONAL LIABILITY POLICY DECLARATIONS PAGE

THIS IS A CLAIMS MADE AND DEFENSE WITHIN LIMITS POLICY. PLEASE READ IT CAREFULLY.

Limits of Liability may be reduced or completely exhausted by Defense Expenses, as defined in the policy.

Policy Number: TPP 0475926 04**Client ID:** 43308**Association:** AER

ITEM 1. All About Vision LLC
Sylvia Leggett
5141 Greystone Dr
Reno, NV 89523

ITEM 2. Policy Period – At 12:01 AM at the address shown in Item 1. above.

Inception Date: 10/06/2022**Expiration Date:** 10/06/2023

ITEM 3. Retroactive Date: 10/06/2009

Surplus Lines Producer's Name & Address:

Richard F. Jones, Jr., Agent / Broker
c/o FORREST T. JONES & COMPANY, INC.
P.O. Box 418131
Kansas City, MO 64141-8131
Phone: (800) 821-7303

ITEM 4. Limits of Liability (including Defense Costs, Charges and Expenses):

A. Private Educators Professional Liability	\$1,000,000 Per Claim Limit of Liability
Acts or Omissions:	
B. Private Educators Professional Liability	\$3,000,000 Aggregate Limit for all Claims
Acts or Omissions:	
C. Off-Premises Liability Coverage:	Included Per Claim Limit for each Occurrence
D. Off-Premises Liability Coverage:	Included Aggregate Limit for all Claims
E. Activities as a Board of Certification member:	\$25,000 Per Claim \$25,000 Aggregate Limit for all Claims
F. Sexual Misconduct Defense Coverage	\$25,000 Per Claim
Limit:	\$25,000 Aggregate Limit for all Claims
G. Psychologists & Counselors Defense	N/A Per Claim
Expense Coverage Limit:	N/A Aggregate Limit for all Claims

PRIVATE PRACTICE EDUCATOR PROFESSIONAL LIABILITY

ITEM 5. Deductible:

A. Private Educators Professional Liability	\$250 Per Claim Deductible
Acts or Omissions:	
B. Off-Premises Liability Coverage:	Same Per Claim Deductible

ITEM 6. Basic Premium: \$534.30
Surplus Lines Tax: \$18.70
Stamping Fee:
Total: \$553.00

ITEM 7. Insured's Educational Specialty: See Item #2 of attached Application

The following forms and endorsements are made a part of and attached to this policy at inception:

 _____

Issue Date: 10/21/2022

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

ASSOCIATION MEMBER OF TRUST FOR INSURING EDUCATORS PURCHASING GROUP

REBECCA
BAILEY-TORRES



Mineral County School District Contractor Agreement

This Agreement is effective June 13, 2023, by and between Mineral County School District of 751 A Street P.O. Box 1540, Hawthorne, Nevada 89415, and Nevada Education and Therapy Solutions, LLC of 491 Casazza Drive, Reno, Nevada 89502.

In this Agreement, the party contracting to receive services shall be referred to as "MCSD," and the party providing the services shall be referred to as "Contractor."

The Contractor has a background as a Speech Language Pathologist and is willing to provide services to MCSD based on this background.

The Contractors providing services that require licensure or certification must provide evidence of current licensure or certification. The Contractor is required by this contract with MCSD to hold and maintain any necessary license or certificate.

MCSD desires to have services provided by the Contractor.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on or around June 13, 2023, The Contractor will provide the services (collectively, the "Services") as referenced in the **attached Proposal**.

2. PERFORMANCE OF SERVICES. How the Services are to be performed and the Contractor's specific hours shall be determined by the Contractor and MCSD administration. MCSD will rely on the Contractor to work as many hours as possible to fulfill Contractor's obligations under this Agreement.

3. PAYMENT. MCSD will pay a fee to the Contractor for the Services of \$120.00 per hour. This fee shall be payable monthly in a lump sum upon completion of the Services. The Contractor shall provide a breakdown of services rendered to MCSD to permit MCSD to determine that the Services required under this Agreement have been completed satisfactorily. Upon MCSD's determination that Services have been completed, payment will be processed.

4. EXPENSE REIMBURSEMENT. The Contractor shall pay all "out-of-pocket" expenses and shall not be entitled to reimbursement from MCSD for such expenses unless specifically detailed within this agreement or the attached proposal.

"Out-of-Pocket" expenses generally mean any cost the Contractor occurs associated with the scope of work as detailed in this agreement and any attachments. These include travel to and from the district and associated housing and food costs while delivering agreed-upon service. "Out-of-Pocket" expenses include COVID-19-related expenses, such as Personal Protective Equipment (PPE), sanitizer, plexiglass, and disinfectant used to prevent the spread of the COVID-19 virus.



Mineral County School District

Contractor Agreement

5. NEW PROJECT APPROVAL. The Contractor and MCSD recognize that the Contractor's Services will include working on various projects for MCSD. The Contractor shall obtain the approval of MCSD before the commencement of the new project.

6. TERM/TERMINATION. The Contractor or MCSD may terminate this Agreement for any reason, without cause, upon 14 calendar days written notice to the other Party to this Agreement. In the event of termination under this clause, MCSD shall pay The Contractor any fees due and payable for any Services completed, up to and including the termination date. During the notice period, the Contractor shall continue to provide his or her Services under this Agreement and cooperate to provide any reasonable assistance requested of the Contractor and to help ensure the smooth transition of his or her responsibilities under this Agreement to other independent contractors or other persons, as directed by MCSD. As this Agreement may be terminated without cause, the Contractor expressly agrees that he or she has no reasonable expectation in the continued existence of this agreement and/or the relationship between the contracting parties described therein.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor for MCSD and not an employee of MCSD. The Contractor is not required to work exclusively for MCSD. Notwithstanding the exercise of any control necessary to comply with any statutory, regulatory, or contractual obligations, the Contractor has control and discretion over the means and manner of the performance of any work. MCSD will not provide fringe benefits for the Contractor's benefit, including health insurance, paid vacation, or any other employee benefit. MCSD will not be responsible for withholding, paying, or remitting any income, payroll, or other federal, state, or local taxes, making any insurance or social security program contributions or other unemployment or disability insurance contributions, or obtaining or contributing to workers' compensation insurance on the Contractor's behalf.

8. EMPLOYEES. The Contractor's employees, if any, who perform services for MCSD under this Agreement shall also be bound by the provisions of this Agreement. At the request of MCSD, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.

9. INJURIES AND INSURANCE. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the Contractor's benefit (and the Contractor's employees, if any). The Contractor waives any rights to recovery from MCSD for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that result from the negligence of the Contractor or Contractor's employees.

10. MUTUAL INDEMNIFICATION. The Contractor agrees to defend, indemnify, and hold harmless MCSD from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against MCSD that result from or arise out of the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents. MCSD agrees to defend, indemnify, and hold harmless the Contractor from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against the Contractor that result



Mineral County School District

Contractor Agreement

from or arise out of the acts or omissions of MCSD, MCSD's employees, if any, and MCSD's agents.

11. INTELLECTUAL PROPERTY. The following provisions shall apply concerning copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

Contractor's Intellectual Property. The Contractor does not personally hold any interest in any Intellectual Property.

12. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to, email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of MCSD are the property of MCSD.

13. CONFIDENTIALITY. MCSD recognizes that the Contractor has and will have the following information: proprietary information (collectively, "Information"), which are valuable, special, and unique assets of Mineral County School District and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the Contractor agrees that the Contractor will not at any time or in any manner, either directly or indirectly, use any Information for the Contractor's own benefit or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of MCSD. The Contractor will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation or under the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Contractor agrees to provide written notice of any such order to an authorized officer of MCSD within 5 calendar days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit MCSD to contest the order or seek confidentiality protections, as determined in MCSD's sole discretion.

14. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

15. RETURN OF RECORDS. Upon termination of this Agreement, the Contractor shall deliver all records, notes, protocols, data, memoranda, models, and equipment of any nature that are in the Contractor's possession or under the Contractor's control and that are MCSD's property or relate to MCSD's business.



Mineral County School District Contractor Agreement

16. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for MCSD:

Mineral County School District
Stephanie Keuhey
Superintendent
751 A Street P.O. Box 1540
Hawthorne, Nevada 89415

IF for Contractor:

Nevada Education and Therapy Solutions, LLC
Rebecca Bailey, M.Ed., M.S., CCC-SLP, COM®
Owner and Speech Language Pathologist
4491 Casazza Drive, Reno, Nevada 89502

Either party may change such address occasionally by providing written notice to the other in the manner set forth above.

17. ENTIRE AGREEMENT. This Agreement, together with any other documents incorporated by reference and related exhibits and schedules, contains the parties' entire agreement, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

19. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. APPLICABLE LAW. The laws of the State of Nevada shall govern this Agreement.

22. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused because of any occurrence or contingency beyond its



Mineral County School District Contractor Agreement

reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances, or regulations, strikes, lockouts or other serious labor disputes, riots, earthquakes, floods, explosions, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties respective obligations hereunder shall resume. If the interruption of the excused party's obligations continues for over thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

23. ASSIGNMENT. The Contractor agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of MCSD. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of MCSD with, or its merger into, any other corporation, or the sale by MCSD of all or substantially all of its properties or assets, or the assignment by MCSD of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns and shall not benefit any person or entity other than those enumerated above.

Assignment. The Contractor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without MCSD's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. MCSD may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

24. SIGNATORIES. This Agreement shall be signed on behalf of MCSD by Stephanie Keuhey, Superintendent, and on behalf of the Contractor by Rebecca Bailey-Torres, position Owner and Speech Language Pathologist and effective as of the date first above written. This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

Party receiving services:

Mineral County School District

By: Click or tap here to enter text. Date: Click or tap here to enter text.

Stephanie Keuhey

Party providing services:

By: Rebecca Bailey-Torres Date: 05/18/2023

Rebecca Bailey-Torres M.Ed., M.S., CCC-SLP, COM®

Nevada Education and Therapy Solutions, LLC
Rebecca Bailey-Torres, M.Ed., M.S., CCC-SLP, COM®
Speech-Language Pathologist (SLP)

Scope of Work or Description of Services for Contractor

- Provide in-person individualized speech therapy to a few students with various disabilities.
- Attend team and parent meetings either in person or virtually.
- Complete IEP and MDT paperwork (annual IEP, reevaluation).
- Administer Speech/Language Evaluations (in person, when possible).
- Complete therapy notes, billing, contact log, and other required documentation.
- Email communication with parents, staff, and administration.
- Therapy preparation: time to prepare for speech therapy sessions.
- Provide compensatory speech minutes for students on caseload.

Detail or Explanation of Cost and Timelines:

Hours / Days	Service	Cost
Estimated 30 hours per month for direct and indirect Speech Language Therapy.	Speech and Language Therapy	\$120.00 per hour for 30 hours per month
One day bi-monthly on-campus in-person therapy with students assigned to caseload. (2 days per month on campus)	Compensatory service minutes will be completed throughout the 2023-2024 school year to compensate for missed services.	\$3,600.00 per month
Days and times are to be determined by SLP and MCSD Administration.		\$43,200.00 for 12 months
		This is an inclusive cost; no additional fee will be paid or reimbursed.

Respectfully Submitted,

Rebecca Bailey-Torres, M.Ed., M.S., CCC-SLP, COM®
Speech Language Pathologies



STATE OF NEVADA
Speech-Language Pathology, Audiology & Hearing Aid Dispensing Board
6170 Mae Anne Ave., Suite 1
Reno, Nevada 89523
Phone: (775) 787-3421 / Fax: (775) 746-4105



STATE OF NEVADA
**SPEECH-LANGUAGE PATHOLOGY, AUDIOLOGY &
HEARING AID DISPENSING BOARD**

Speech-Language Pathologist

Rebecca J Bailey-Torres

License No. SP-684

The person whose name appears on this document has complied with the provisions of the Nevada Revised Statutes 637B;
and is duly licensed and authorized to practice the above referenced profession in the State of Nevada.

Original Issue Date: 7/3/2000

Expiration Date: 12/31/2023

Cut on Dash Lines



State of Nevada
**Speech-Language Pathology, Audiology &
Hearing Aid Dispensing Board**

Rebecca J Bailey-Torres

Speech-Language Pathologist

License No. SP-684

Expires 12/31/2023

Licensed pursuant to the provisions of NRS 637B



State of Nevada
**Speech-Language Pathology, Audiology &
Hearing Aid Dispensing Board**
6170 Mae Anne Ave., Suite 1, Reno, NV 89523
(775) 787-3421 / (775) 746-4105 Fax

The person whose name appears on this document has complied with the
provisions of the Nevada Revised Statutes 637B and holds the license
specified on the front of this card.

Fold on Solid Line



Nevada Medicaid and Nevada Check Up

December 11, 2022

00111
REBECCA BAILEY-TORRES
PO BOX 21542
RENO, NV 89515-1542

NPI: 1104210400

Medicaid ID: 100542910

RE: URGENT- Our Records Indicate You Have Not Provided Your Renewed License Associated with NPI 1104210400

Dear Nevada Medicaid and Nevada Check Up Provider:

This is the second notification advising you that you are required to provide a copy of your renewed professional/business/facility license to continue your enrollment with Nevada Medicaid and Nevada Check Up.

Please provide a copy of your renewed professional/business/facility license by Dec 31, 2022 along with a copy of this notice to:

Nevada Medicaid Provider Enrollment
PO Box 30042
Reno, NV 89520-3042
Or, Email: nv.providerapps@gainwelltechnologies.com

If a copy of your renewed license is not received, your contract will be terminated on Jan 01, 2023. The result of the termination is that no payment will be made for services provided after the termination date. Prior authorization requests submitted after the provider is terminated will not be reviewed. It will also be necessary for you to submit a new Provider Enrollment Application, Contract and the required documentation for your provider type to re-enrol as a Nevada Medicaid and Nevada Check Up provider.

If you have any questions regarding this request, please contact the Nevada Medicaid Provider Enrollment Unit at (877) 638-3472.

Thank you for your prompt attention to this matter.

Sincerely,
Nevada Medicaid Provider Enrollment Department

Client # 1225489

MEMORANDUM OF INSURANCE

Date Issued 03/02/2023

Producer

Association Member Benefits Advisors, LLC.
 In CA dba Assn. Member Benefits & Insurance Agency
 P.O. Box 14576
 Des Moines, IA 50306-3576
 1-800-375-2764

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage

Liberty Insurance Underwriters Inc.

Insured

Nevada Education and Therapy Solutions
 1101 W. Moana Lane
 #7
 Reno, NV 89509

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH Fm Speech Language Pathologist	AHY-782292009	04/01/2023	04/01/2024	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$5,000,000

Rebecca Bailey Torres, Speech Language Pathologist is/are covered under the provisions of the policy.

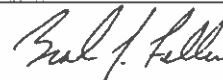
Memorandum Holder:

PROOF OF COVERAGE ONLY

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Brad J. Feller



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Rebecca Bailey-Torres

2 Business name/disregarded entity name, if different from above

Nevada Education and Therapy Solutions, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 21542

6 City, state, and ZIP code

Reno, NV, 89515-1542

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 1 - 3 2 8 0 6 6 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 02-08-23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CHELSIE RAIMONDI



ADDENDUM A Terms of Teleservices Assignment

PID: ____

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

New Direction Solutions, LLC dba ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Chelsie Raimondi		
Client:	Mineral County School District		
Assignment Start Date:	08/21/2023	Assignment End Date:	06/07/2024
Position:	OT		
Hours per Week:	15		
Bill Rate per Hour	\$115.00	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	\$0.00		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous:

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare Therapy or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare Therapy upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify ProCare Therapy in writing within three (3) business days of alleged failure. Client's failure to notify ProCare Therapy in writing within three (3) days period shall negate any Client invoicing dispute.

By: 158123 Mineral County School District
Print Name: ____
Title: ____
Date: ____

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 158123 Mineral County School District
Print Name: ____
Title: ____
Date: ____

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 158123 Mineral County School District

Print Name: ____

Title: ____

Date: ____

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

CLIENT SERVICES AGREEMENT

ProCare Therapy, a d/b/a of New Direction Solutions, LLC ("ProCare") and

_____ whose principal location is

_____ ("Client") enter into this non-exclusive

Client Services Agreement ("Agreement") for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

ProCare will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultant s. If a Consultant is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

ProCare, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.

ProCare will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

5. Competency and Licensing.

ProCare will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate Consultant records that ProCare may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. ProCare will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

6. On-Site Responsibility.

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that ProCare is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare is not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

8. Equal Opportunity.

It is the policy of ProCare to provide equal opportunity to all Consultants for employment. ProCare and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of ProCare's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

ProCare will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify ProCare of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

10. Payment Terms.

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

11. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, ProCare reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

13. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in writing within three (3) business days of alleged failure. Failure to notify ProCare before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant.

Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify ProCare of time sheet and work performed discrepancies.

14. Incident and Error Tracking.

Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare Consultants. ProCare will document reported incidents in Consultant's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

15. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare concurrently with Client for the purpose of reporting such event to ProCare's workers compensation carrier. If ProCare's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's Consultant.

16. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

17. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare as a result of such cancellation.

18. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

19. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

20. Unscheduled Facility Closure Policy.

ProCare will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by ProCare. ProCare and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

21. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

22. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 800-825-7133. Please ask for your account representative's manager.

23. Indemnification.

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

24. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

25. Family Education Rights and Privacy Act.

ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

26. State Retirement System Notice.

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any

such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify ProCare if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise ProCare of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to ProCare by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by ProCare. The Client and ProCare expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

27. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

27. Notices.

All notices required to be given in writing will be sent to the names/addresses listed below.

ProCare Therapy
Contract Department
5550 Peachtree Parkway
Suite 500
Peachtree Corners, GA 30092
ContractDepartment@procaretherapy.com

To Client

Attention:
Address:

Email:

With a copy to:

General Counsel
ContractNotices@procaretherapy.com

With a copy to:

Attention:
Address:

Email:

28. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

29. Governing Law.

This Agreement shall be governed by the laws of the state of Delaware.

30. Modification of Agreement.

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

31. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and

shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

**NEW DIRECTION SOLUTIONS, LLC dba
PROCARE THERAPY**

Client Name

Client Representative Signature

Date

ProCare Representative Signature

Date

Print Name

Print Name

Title

Title

ANETRA

BEAUFORT

PID: __

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

New Direction Solutions, LLC dba ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

Telepractitioner: Anetra Beaufort

Client: Mineral County School District

Assignment Start Date: 08/21/2023

Assignment End Date: 06/05/2024

Position: SLP

Hours per Week: Up to 30

Bill Rate per Hour \$105.00

Bill Rate is all-inclusive^(a)

Technology Fee: \$0.00

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous: __

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare Therapy or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare Therapy upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify ProCare Therapy in writing within three (3) business days of alleged failure. Client's failure to notify ProCare Therapy in writing within three (3) days period shall negate any Client invoicing dispute.

By: 158123 Mineral County School District

Print Name: __

Title: __

Date: __

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 158123 Mineral County School District

Print Name: ____

Title: ____

Date: ____

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 158123 Mineral County School District
Print Name: ____
Title: ____
Date: ____

CLIENT SERVICES AGREEMENT

ProCare Therapy, a d/b/a of New Direction Solutions, LLC ("ProCare") and

_____ whose principal location is

_____ ("Client") enter into this non-exclusive Client Services Agreement ("Agreement") for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

ProCare will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultant s. If a Consultant is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

ProCare, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.

ProCare will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

5. Competency and Licensing.

ProCare will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate Consultant records that ProCare may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. ProCare will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

6. On-Site Responsibility.

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that ProCare is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare is not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

8. Equal Opportunity.

It is the policy of ProCare to provide equal opportunity to all Consultants for employment. ProCare and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of ProCare's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

ProCare will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify ProCare of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

10. Payment Terms.

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

11. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, ProCare reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

13. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in writing within three (3) business days of alleged failure. Failure to notify ProCare before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant.

Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify ProCare of time sheet and work performed discrepancies.

14. Incident and Error Tracking.

Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare Consultants. ProCare will document reported incidents in Consultant's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

15. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare concurrently with Client for the purpose of reporting such event to ProCare's workers compensation carrier. If ProCare's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's Consultant.

16. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

17. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare as a result of such cancellation.

18. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

19. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

20. Unscheduled Facility Closure Policy.

ProCare will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by ProCare. ProCare and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

21. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

22. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 800-825-7133. Please ask for your account representative's manager.

23. Indemnification.

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

24. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

25. Family Education Rights and Privacy Act.

ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

26. State Retirement System Notice.

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any

such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant's and fulfilling all associated administrative duties. Client shall immediately notify ProCare if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise ProCare of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to ProCare by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by ProCare. The Client and ProCare expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

27. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

27. Notices.

All notices required to be given in writing will be sent to the names/addresses listed below.

ProCare Therapy

Contract Department
5550 Peachtree Parkway
Suite 500
Peachtree Corners, GA 30092
ContractDepartment@procaretherapy.com

To Client

Attention:
Address:

Email:

With a copy to:

General Counsel
ContractNotices@procaretherapy.com

With a copy to:

Attention:
Address:

Email:

28. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

29. Governing Law.

This Agreement shall be governed by the laws of the state of Delaware.

30. Modification of Agreement.

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

31. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and

shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

**NEW DIRECTION SOLUTIONS, LLC dba
PROCARE THERAPY**

Client Name

Client Representative Signature

Date

ProCare Representative Signature

Date

Print Name

Print Name

Title

Title

ACTION

ITEM #5

Date 5/30/2023

Salesperson Jerry Bryant

Company Mineral Co. school dist
Address 751 A STREET
City HAWTHORNE State NV
County MINERAL Zip 89415
Home (775) 945-2911 Bus Phone
Cell Phone (775) 316-0420
Email gemelke.will@nvmcsd.org

<input checked="" type="checkbox"/> New	<input type="checkbox"/> Demo	<input type="checkbox"/> Rental Unit	<input type="checkbox"/> Used
Year 2023	Make CHEVROLET	Stock NT2642	
Model TRAVERSE	Body 4D WAGON 1LS AWD (1LS) (1...		
Color SUMMIT WHITE	Top	Trim	
VIN 1GNEVFKW7PJ258720	Miles 2		

Added Equipment:

TRADE IN (1)	
Year	Make
Model	
VIN	
Miles	
Stock	
TRADE IN (2)	
Year	Make
Model	
VIN	
Miles	
Stock	
Allowance	
Rebate	\$0.00
Cash Due	\$0.00
Deposit	\$0.00
TOTAL CREDITS	\$0.00

PURCHASE	
Market Value	\$38,590.00
Savings	\$4,300.00
Price	\$34,290.00
Added Equip*	\$0.00
Documentation F...	\$369.75
SUBTOTAL	\$34,659.75
Sales Tax	\$0.00
Title and License ...	\$20.00
NV Process Fee	\$8.25
TOTAL CASH PRICE	\$34,688.00
Total Credits	(\$0.00)
TRADE-IN PAYOFF	\$0.00
BALANCE DUE	\$34,688.00

Customer

Sales Manager

This is not a contract

Prepared by Jerry Bryant

ACTION

ITEM #6

May 18, 2023

Mineral County School Board;

Hello, I'm writing this letter to ask for (LWOP) per District Policy. I'm asking for up to Oct [REDACTED] 2023 upon the date I'm going to be released from my doctor. [REDACTED]

[REDACTED] and I've used all my leave and sick time up now. I'm having my surgery in June now, so that's why I'll be out until Oct. I've worked for the District since [REDACTED] 2010

[REDACTED] I really enjoy my work and all the people I work with and all the kids. I'm really looking forward to getting better and coming back to work. I miss everyone [REDACTED]

[REDACTED] and a nice place to be.

Thank You
[REDACTED]

GBC. LEAVES, BENEFITS, STAFF DEVELOPMENT, AND TRAVEL

GBC1. Leaves

The District believes that the regular attendance of employees is vital to the success of the District's educational program. Accordingly, employees are expected to report to work every day. However, the District does recognize that certain absences may be unavoidable. Therefore, full-time, year-round employees not covered by collective bargaining agreements are eligible for the following leaves:

1. Sick Leave

a. Policy

The District expects each employee to be available for work on a regular and reliable basis. The District will monitor attendance and leave use whether or not the employee has accumulated leave balances remaining in his/her sick leave account(s).

b. Sick Leave Accrual

Licensed employees will be credited with fifteen (15) days of sick leave at the beginning of each school year. Unused sick leave will continue to be carried over and added to the employee's sick leave balance up to a maximum of one hundred eighty (180) days. Sick leave accrual will cease when the employee's sick leave balance reaches one hundred eighty (180) days.

c. Use of Sick Leave

Sick leave is for use in those situations in which the employee must be absent from work due to

- 1) His/her own physical illness or injury.
- 2) His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements.
- 3) The need to care for a dependent child, spouse, or parent who resides with the employee or who is dependent upon the employee for support.
- 4) Medical or dental appointments for the employee provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the work day.
- 5) Any disability, including disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth.
- 6) A serious illness, accident, or death in the family. For purposes of this policy, "family" is defined as parent, spouse, or child for serious illness and accident. When a death has occurred, "family" is defined as an individual within the third degree of consanguinity or affinity as outlined on *Appendix GFA. Consanguinity / Affinity Chart*.

No employee shall be entitled to sick leave because of a condition arising from an injury purposely self-inflicted or caused by the employee's own willful misconduct.

Employees who are absent from work due to sick leave shall be at their residence, a medical facility, their doctor's office, or shall notify their supervisor of their whereabouts when using sick leave.

d. Abuse of Sick Leave

Use of sick leave for any purpose other than one listed in paragraph c above is evidence of abuse of sick leave. Abuse of sick leave is cause for disciplinary action, up to and including termination.

e. Return-to-Work

An employee on sick leave shall notify his/her administrator or manager/supervisor as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible. The District may also require a statement from a licensed physician or health practitioner certifying the employee's fitness to return to work.

f. Procedure

1) Leave Approval

An employee shall complete an appropriate leave request form as soon as the need for a leave is known. The District shall determine whether to approve use of accrued sick leave and shall approve such a request whenever it is deemed reasonable.

2) Notification

Any employee who is ill or unable to report to work for any reason shall notify his/her immediate supervisor no later than 30 minutes prior to the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor of his/her condition on a daily basis or at appropriate intervals authorized by the supervisor. The District may deny sick leave requests which are not in compliance with this policy.

3) Doctor's Certification

The District may require an employee to provide a medical doctor's statement certifying that the illness/injury incapacitated the employee from performing his/her duties, or that the employee's absence was necessary for him/her to make full and timely recovery or was appropriate to avoid the spread of a contagious disease. The statement will also certify the employee's fitness for return to work. A medical doctor's statement is required when specifically requested by the administrator or manager/supervisor. Whenever an employee qualifies for FMLA leave, the employee is required to submit to the District the *Certification of Health Care Provider* form referenced in the FMLA Policy.

2. Leave of Absence without Pay

a. Policy

The District may approve leaves of absence without pay for up to six (6) months for classified employees and up to one year for licensed employees. Such approval will be for exceptional circumstances and conditions, such as education or prolonged illness, when the approval of such leave is consistent with the District's needs, when the work of the office or department will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the employee's department. The District will require the use of all accrued paid leave prior to granting leave without pay.

b. Procedure

1) Approval – Less Than 30 Days

Leaves of absence without pay not exceeding thirty (30) days may be granted by the supervisor/designee.

2) Approval – More Than 30 Days

The Board of Trustees may grant a leave in excess of thirty (30) days following written certification by the employee that the leave is consistent with the intent of this section.

3) Purpose

Leaves of absence without pay will not be granted for the purpose of seeking or accepting other employment, except when or if the District determines that the granting of such leave is in its best interest.

4) District Termination of Leave

The District may terminate any leave of absence without pay, except those granted pursuant to statute or regulation, prior to its expiration by providing written notice to the employee. The document granting the leave of absence will state the terms of the leave and any reason(s) for terminating such leave. Upon receipt of notice of termination of the leave, the employee is required to return to work within five (5) calendar days. In the event the District terminates a leave of absence, the employee will be returned to the same class or position s/he occupied when the leave of absence was granted.

5) Failure to Return

An employee who fails to return to duty within five (5) calendar days of notification of termination of leave is considered to have abandoned his/her employment, unless there is a proven compelling reason beyond the control of the employee.

6) Insurance

Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations.

7) Return from Leave

Granting of a leave of absence without pay does not guarantee immediate reinstatement to paid status provided, however, employees returning from leave taken pursuant to the Family and Medical Leave Act (FMLA) shall have the right to immediate reinstatement at the end of the approved leave. An employee who does not return from a leave of absence without pay on the

first work day following the end of a leave will be considered to have resigned.

8) Medical Leaves

The District may require a physician's certification or other appropriate type of verification to substantiate a need for a medical leave of absence without pay.

9) Seniority

An employee's seniority date will be reduced by the number of days off work for all unpaid leaves of absence in excess of fifteen (15) days during any 12 month period in accordance with any relevant terms of a collective bargaining agreement. (Also see special provisions below for Military Leave in *Section 6.*)

10) Benefit Accrual

If an employee is on unpaid leave for more than one-half (1/2) of his/her regularly scheduled work hours in any leave accrual period, no leave benefits shall be accrued for that period, nor shall the District contribute toward the cost of insurance benefits.

3. Court Leave

a. When Granted

Court leave will be granted to allow employees to serve as a juror or as a witness in a court proceeding, provided that neither the employee nor the employee's collective bargaining representative is a party to the action. Employees shall provide their administrator or manager/supervisor with relevant documents verifying the need for court leave as soon as the need becomes known.

b. Compensation

Subject to the following conditions, eligible employees shall receive their regular base rate of pay for those hours spent in court and traveling to and from the court when such time occurs during the employee's regularly scheduled work days and hours of work.

- 1) The employee's regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime.
- 2) Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to the District upon receipt. Reimbursements received for out-of-pocket expenses, such as meals, mileage, and lodging, may be kept by employees unless the District has reimbursed the employee for such expenses or such expenses were paid by the District.
- 3) An employee shall not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed

an action against the District. However, the employee may choose to use his/her annual leave.

c. **Late Start/Early Release**

An employee who is not required to report to court until the middle of his/her work schedule or who is released from court/jury duty before the end of his/her work schedule shall report to work for the hours which are not required for court duty or for related travel time.

4. **Military Leave**

Employees who are members of the National Guard or Federal Reserve Military Units are entitled to military leave and to re-employment rights as provided in 38 USC, Sections 4312 – 4318 and the relevant sections of the Nevada Revised Statutes.

5. **Disaster Area Declaration**

- a. "Disaster Area" is defined as a designated area affected by an event declared to be a disaster by a state or federal governmental agency duly authorized to make such designation. Employees who are unable to report to work due to a disaster may use accrued annual leave or compensatory leave time as compensation for scheduled time not worked.
- b. Employees shall make every effort to report to work as soon as is reasonable under such conditions, provided the District's operation is open and functioning. An employee who has made such an effort, yet fails to report to work under such declared "disaster" conditions, shall not be subject to discipline. Employees shall make every effort to report their circumstances to their immediate supervisor.

6. **Blood Donor Leave**

Employees may be granted reasonable time off during their normal work schedule for the purpose of donating blood when participating in a District-sponsored or supported blood donation drive. All such absences shall be scheduled with the employee's supervisor. In no event shall an employee be eligible for overtime as a result of donating blood.

NO ADMINISTRATIVE REGULATION

END OF POLICY

Legal Reference: 38 USC, Sections 4312–4318