

# ABERDEEN SCHOOL DISTRICT NO. 5 ABERDEEN, WASHINGTON

Regular Meeting of the Board of Directors Remote Public Meeting

November 2, 2021 – 5 p.m.

#### **AGENDA**

Instructions for joining the meeting:

https://asd5-org.zoom.us/webinar/register/WN CYylGT9oSYGtlFm00wRP-A

You will receive a confirmation email containing information about joining the webinar.

Join by phone: 1-253-215-8782; Meeting ID 815 8955 4291

5:00 p.m. Regular Meeting Call to Order

Flag Salute

#### **Consent Agenda**

- 1. Minutes
- 2. Gift to the District

#### Comments from Board Members

- 1. Board Transition
- 2. Superintendent Search

Comments from Student Representatives

#### Comments from the Public

Under the emergency provisions of Resolution 2020-02, public comment is welcome via email and should be submitted to schoolboard@asd5.org by noon the day of the meeting.

#### **Old Business**

#### Superintendent's Report

- 1. Instructional Program
- 2. Health & Safety Update

#### **New Business**

- 1. Search Consultant Contract
- 2. Garley Park Easement

# Board Meeting Agenda November 2, 2021

- 3. Catholic Community Services Agreement
- 4. Miller Surplus
- 5. Wrestling Cooperative Agreement
- 6. Next Meeting

# **Executive Session**

## **Personnel Matters**

1. Personnel Report

# **ADJOURN**

#### ABERDEEN SCHOOL DISTRICT NO. 5 BOARD INFORMATION AND BACKGROUND

November 2, 2021, 5 p.m.

#### Link to join the meeting

https://asd5-org.zoom.us/webinar/register/WN CYyIGT9oSYGtIFm00wRP-A

You will receive a confirmation email containing information about joining the webinar. Or, join by phone: 1-253-215-8782; Meeting ID: 815 8955 4291

#### 5:00 p.m. – Regular Meeting Call to Order

This meeting is being conducted remotely in compliance with the governor's emergency provisions of the Open Public Meetings Act.

#### Flag Salute

#### Consent Agenda - Enclosure 1

- 1. <u>Minutes</u> The minutes from the regular meeting on October 19, 2021, are enclosed for your review and approval.
- 2. <u>Gift to the District</u> Jane Purinton of Aberdeen has donated a 1998 Lexus LS valued at \$1,500 to the District for use in the Automotive Technology program.

#### Comments from the Board

- 1. <u>Board Transition</u> A reminder that ballots must be dropped off or postmarked by 8 p.m. tonight, that Nov. 16 will be the last meeting for Directors Bielski and Dyer, and that the new board members will be sworn in on Dec. 14.
- 2. <u>Superintendent Search</u> Provided the board approves the contract with McPherson & Jacobson, LLC later in the meeting, Dr. Nathan McCann will attend the Nov. 16 board meeting to begin the superintendent search process.

#### Comments from Student Representative

#### Comments from the Public

1. Under the emergency provisions of Resolution 2020-02, written public comment is welcome via email and should be submitted to <a href="mailto:schoolboard@asd5.org">schoolboard@asd5.org</a> before noon on the day of the meeting.

#### **Old Business**

#### Superintendent's Report

- 1. <u>Instructional Program</u> Superintendent Henderson will discuss the instructional programs and adjustments at schools to manage student and staff absences due to COVID, including a potential change in the school calendar. <u>Enclosure 2</u>
- 2. <u>Health & Safety Update</u> Superintendent Henderson will provide and update on K-12 COVID-19 requirements and protocols for 2021-2022.

#### **New Business**

- 1. <u>Search Consultant Contract</u> HR Director Christi Sayres will present a contract with McPherson & Jacobson to assist the Board of Directors in the search for the next superintendent is presented for your review and approval. <u>Enclosure 3</u>
- Garley Park Easement An agreement with the City of Aberdeen extending the easement for city use of the Garley Park property to June 2022 is enclosed for your review and approval. Enclosure 4
- Catholic Community Services Agreement An MOU with Catholic Community Services giving permission to meet their student clients at school is presented for your review and approval. Enclosure 5
- 4. <u>Miller Surplus</u> Miller Junior High School is requesting permission to surplus outdated soccer and track attire and then sell the items as a fundraiser to benefit the soccer and track programs. <u>Enclosure 6</u>
- 5. <u>Wrestling Cooperative</u> A cooperative agreement with the <u>Willapa</u> School District to allow <u>Willapa</u> girls to train and wrestle on the AHS team is enclosed for your review and approval. <u>Enclosure 7</u>
- 6. Next Meeting The next regular meeting of the Board is scheduled for 5 p.m. Tuesday, Nov. 16, 2021.

#### Executive Session

At this time the meeting will recess for an executive session expected to last 15 minutes under RCW 42.30.110 (g) (to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee).

1. Personnel Report Enclosure 8

**ADJOURN** 

#### ABERDEEN SCHOOL DISTRICT NO. 5

Minutes of the Regular Meeting of the Board of Directors – October 19, 2021

President Sandra Bielski convened the regular meeting of the Aberdeen School District Board of Directors at 5:00 p.m. Tuesday, October 19, 2021, via webinar following guidance for conducting remote meetings in compliance with the Open Public Meetings Act. Directors present were Bill Dyer, Jennifer Durney, Jessica Jurasin and Suzy Ritter, along with Superintendent Alicia Henderson and 27 patrons and staff watching remotely.

CALL TO ORDER

The meeting began with the Flag salute.

On a motion by Jennifer Durney and seconded by Bill Dyer, the Board approved the consent agenda, which included the minutes from the regular meeting on October 5, 2021; payroll vouchers 83155 through 831583 and 831586 through 831591 for September totaling \$3,482,302.06; General Fund vouchers 831584 through 831585, 831592, and 831609 through 831716 totaling \$695,779.71; ASB Fund vouchers 831717, 831593, and 831597 through 831608 totaling \$19,326.58; Private Purpose Trust Fund vouchers 831594 through 831596 totaling \$2,300; a scholarship in the amount of \$10,000 from Sandra Bielski to be awarded to an AHS senior in financial need who wants to become a teacher, and renewal of the required agreement with the Quinault Indian Nation to consult with tribes under the Every Student Succeeds Act.

CONSENT AGENDA

President Bielski discussed the transition following the Nov. 2 election. She noted that Nov. 2 is election day and the date for a regular meeting of the board, that Nov. 16 is a regular meeting and the last meeting for President Bielski and Vice President Dyer, who both did not seek re-election, Nov. 23 is the date by which the county Canvassing Board must certify the election and transmit results to the state, and Dec. 14 is the first regular meeting following certification when new board members will be sworn in and officers for the ensuing year will be elected.

COMMENTS FROM BOARD MEMBERS

President Bielski reported that the district received four proposals from search firms. Later in the meeting the board selected two finalists – Northwest Leadership Associates and McPherson & Jacobson, LLC. The finalists will meet with the board at 6 p.m. Tuesday, Oct. 26.

On a motion by Jennifer Durney and seconded by Bill Dyer, the Board approved a new policy, 3112 Social Emotional Climate, as recommended by the Washington State School Directors' Association.

POLICY 3112 SOCIAL EMOTIONAL CLIMATE

Superintendent Henderson provided an update on instructional programs in the district. She noted that secondary schools are conducting conferences this week, with elementary schools schedule the first week in November. In addition, she reported all district buildings will take part in the Great Shakeout on Thursday and that ASD5 will also take part in the June Cascadia drill; that the movie The Social

SUPERINTENDENT REPORT

INSTRUCTIONAL PROGRAM

Aberdeen School Board Minutes October 19, 2021

Dilemma will be shown to students in grades 8-12 later this month; that the Aberdeen Police Department is collaborating on a presentation for Miller Junior High and the high schools on legal issues students could face for using technology and social media platforms inappropriately; and that school improvement plans will be presented in November with each school scheduled to provide more detail at future board meetings.

Superintendent Henderson reported that the number of COVID cases in the schools has been going down and that the plan is to maintain the mitigation measures that are in place to help keep case rates low. In addition, the substitute shortage continues in all areas and the Transportation Department might need to reconfigure some routes.

HEALTH & SAFETY

Executive Director of Business and Operations Elyssa Louderback presented the Fiscal Status Report for September. She reported ending fund balances of \$2,957,320.51 in the General Fund; \$1,837,574.39 in the Capital Projects Fund; \$2,510,631.89 in the Debt Service Fund, \$270,102.23 in the ASB Fund, and \$357,882.45 in the Transportation Vehicle Fund. With 8.33 percent of the fiscal year elapsed, the District has received 5.6 percent of budgeted revenue and used 6.25 percent of budgeted expenditures.

FISCAL STATUS REPORT

Ashley Kohlmeier, AHS leadership advisor, shared information about this year's Foodball events. This year is the 41<sup>st</sup> annual Foodball, and it is a joint project between Aberdeen and Hoquiam again this year. Kick-off is Friday, Oct. 29, and weigh-in at the Grays Harbor PUD is at 5 p.m. Monday, Nov. 8.

FOODBALL

The next regular meeting is scheduled for 5 p.m. Tuesday, Nov. 2, 2021, to be conducted remotely with proper notice and access provided under the governor's emergency provisions of the Open Public Meetings Act.

**NEXT MEETING** 

At 5:30 p.m., President Sandra Bielski recessed the meeting for an executive session expected to last 30 minutes under RCW 42.30.110 (g) (to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. At 6 p.m., the meeting was extended for 10 minutes and reconvened in regular session at 6:10 p.m.

EXECUTIVE SESSION

Following a presentation by Human Resources Director Christi Sayres, on a motion by Jennifer Durney and seconded by Suzy Ritter, the Board approved the Personnel Report.

PERSONNEL REPORT

Under certificated matters, the Board approved the hiring of Terry Dion, Katie Foulds, Molly Houk and Tiffany Lessard as teachers in the 21<sup>st</sup> Century program at Aberdeen High School effective Oct. 11 and Dawn Skorzewski effective Oct. 5; the hiring of Ryan Johnson as a teacher at A.J. West and Central Park elementary schools effective September 1; approved a change of assignment for Kelly Katzer from Central Park Elementary School to Miller Junior High School

**CERTIFICATED** 

Aberdeen School Board Minutes October 19, 2021

effective Oct. 18; and approved the hiring of Bailee Green and Robert Burns as substitutes for the District.

Under classified matters, the Board approved the hiring of Adriana Hyatt as a registered nurse for the District effective Oct. 11, Anne Ramsey as a 21st Century site coordinator at Aberdeen High School effective Oct. 4 and Kristina Taylor at Stevens Elementry School effective Oct. 18; approved the hiring of Michelle Stallo as a para-educator in the 21st Century Before School Program at Aberdeen High School effective Oct. 4; Zachary Denny as a para-educator at Miller Junior High School effective Oct. 4 and Sheri Griggs at Stevens Elementary and Hopkins Preschool effective Oct. 11; Maria Ruiz-Garcia as a bilingual MTSS assistant at Miller Junior High School effective Nov. 1; Robert Veach as an MTSS assistant at Central Park Elementary School effective Oct. 11, Kristina Taylor at Stevens Elementary School effective Oct. 18 and Jeanie Yale at Robert Gray Elementary School effective Oct. 5; Anjuleah Peterson as a Food Service worker in the 21st Century Program at McDermoth Elementary School and Janet Eaton at Robert Gray Elementary School effective Oct. 11; approved the hiring of David Bruncke as the head coach for Girls' Bowling effective Nov. 1, Mark Buckman for Boys' Basketball, Jeff Hatton for Boys' Wrestling, Rachel Wenzel for Girls' Basketball, Craig Yakovich for Girls' Wrestling, and Robert Burns for Boys' Swim, all at Aberdeen High School effective Nov. 15; Robert Burton as assistant coach for Boys' Basketball, Gienelle Harless for Girls' Basketball, Kyle Strode for Boys' Wrestling and Tamar Yakovich for Girls' Wrestling, all at Aberdeen High School effective Nov. 15 and Iliana Mercado-George for Girls' Bowling effective Nov. 1; approved the hiring of Larry Fleming, Breanna Gentry and Jimmy McDaniel as head coaches for Girls' Basketball at Miller Junior High School effective Oct. 25 and Jason Garman as assistant coach for Wrestling at Miller Junior High School effective Oct. 25; accepted the resignation of Trevor Mullin as assistant coach for Boys' Swim at Aberdeen High School effective Oct. 3; approved the termination of Zachary Carpenter as an assistant coach for Football at Aberdeen High School effective Oct. 12, and approved the hiring of Bruce Martin as a substitute for the District.

CLASSIFIED

On a motion by Jennifer Durney and seconded by Suzy Ritter, the Board decided to invite McPherson & Jacobson, LLC, and Northwest Leadership Associates to present proposals for the contract to work with the District on the hiring of the next superintendent at a special meeting planned for Tuesday, Oct. 26. An amendment by Jessica Jurasin to ensure the presenter(s) are the consultants who will be working directly with the Board was approved.

SEARCH CONSULTANT

There being no further business, the regular meeting was adjourned at 6:12 p.m.

ADJOURN

# Aberdeen School District #5 Career and Technical Education

410 North 'G' Street Aberdeen, WA 98520 Fax (360) 538-2057 E-mail <a href="mailto:lgreen@asd5.org">lgreen@asd5.org</a> Lynn Green, Director Phone (360) 538-2038 Mona Dilley, Secretary Phone (360) 538-2039

October 25, 2021



Jane Purinton 733 8<sup>th</sup> Avenue Aberdeen, WA 98520

Re: Vehicle Donation

Dear Jane:

Thank you for your donation of a 1998 Lexus LS, VIN #JT8BH28F8W0136227, valued at \$1,500.00. This donation helps to educate our automotive technology students. We appreciate your support of our students at Aberdeen High School.

Sincerely,

Lynn Green

Aberdeen School District No. 5

360-538-2038

# 2021-2022 Aberdeen School District Calendar

August 2021					
M	T	W	TH	F	
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September 2021					
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73/180						

January 2022						
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31						
93/180						

#### August 2021

30 Professional Development31 Professional Development

#### September 2021

01 First Day of School06 Labor Day-No School

#### October 2021

#### November 2021

11 Veterans Day-No School24-26 Thanksgiving Holiday

#### December 2021

17 Early Release20-31 Winter Break

#### January 2022

**17** Martin Luther King, Jr Holiday-No School

#### February 2022

21 Presidents Day Holiday-No School

**22** Professional Development, No School

#### March 2022

#### April 2022

4-8 Spring Break

#### May 2022

06 Possible Weather Makeup Day

30 Memorial Day Holiday-No School

#### June 2022

14 Last Day of School / Early Release

09/22 Collaboration-Early Release

10/27 Collaboration- Early Release

**12/08** Collaboration-Early Release

**01/12** Collaboration-Early Release

**02/09** Collaboration-Early Release

03/09 Collaboration- Early Release

04/13 Collaboration-Early Release

05/11 Collaboration-Early Release

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<sup>\*</sup> Denotes Board meeting

11725 Arbor Street, Suite 220 ◆ Omaha, Nebraska 68144 ◆ 402-991-7031/888-375-4814 Fax: 402-991-7168 ◆ Email: <u>Mail@macnjake.com</u> ◆ Website: www.macnjake.com

#### CONTRACT FOR SERVICES

This Contract for Services ("Agreement") is made and entered into as of the date set forth below by and between **McPherson & Jacobson**, **L.L.C.** (hereinafter referred to as "Consultant") and the **Aberdeen School District**, **Aberdeen**, **Washington**, Board of Directors (hereinafter referred to as the "District").

**Services**. The Consultant agrees to provide the following services, as specifically selected by the District in Section 3 below.

#### **PHASE I**

Working with the District, and any groups identified by the District, Consultant will:

- Using a group consensus, decision-making process with the District, identify the desirable characteristics of the future superintendent.
- Establish appropriate timelines and target dates for the selection process.
- Assist the District in establishing compensation parameters for final candidate.
- Determine with the District, media advertising venues

#### PHASE II

In Phase II, Consultant will:

- Identify and solicit input from various groups identified by the District.
- Prepare summaries of the various groups' input and submit those summaries to the District.
- Develop an application form unique to your vacancy that reflects the criteria established by the District.

- Develop a promotional brochure, which will:
  - describe the demographics of the community
  - o give an overview of the school district and its outstanding features
  - o list the selection criteria that the District identified
  - outline the timeline for the selection process
  - o outline the application procedures.
- Develop a vacancy announcement and advertise the position with the appropriate media and professional organizations.
- Post application information and notify interested applicants.
- Actively recruit applicants who will meet the district's needs.
- Keep applicants informed of their status in the selection process.

#### PHASE III

In Phase III, Consultant will:

- Read and evaluate all completed applicant files.
- Evaluate each applicant based upon the criteria and characteristics established by the District.
- Conduct Internet searches on the final candidates
- Conduct complete reference checks on final candidates.
- Develop a set of interview questions for the District to use that reflects the identified criteria and characteristics.
- Assist the District in establishing an interview schedule.
- Assist the District in establishing interview and visitation procedures.

#### PHASE IV

In Phase IV, Consultant will:

- Review the top candidates with the District.
- Assist the District members in determining which candidates it wishes to interview.
- Provide video interviews of the shortlist candidates to the District.
- Review interview questions with the District and provide an interview form.
- Review the interview and visitation procedures with the District.

- Coordinate and schedule meetings with the finalists and stakeholder groups identified by the District.
- Provide a process for the stakeholder groups to submit input to the District concerning all the finalists.
- Contact all final candidates and schedule interview times.
- Notify all applicants not selected for an interview.
- Assist the District and final candidates in making arrangements for visiting the school district.
- Establish and coordinate procedures for the significant other/partner's visitation to the district, if applicable.
- Keep all candidates informed of their status in the selection process.
- After the selection has been made, personally contact each finalist not selected
- Conduct criminal/financial/credential verification background checks on the selected candidate.

#### PHASE V

In Phase V, Consultant will:

- Work with the District and the new superintendent to establish performance objectives for the superintendent.
- Provide a guarantee.\*\* (Length of guarantee period: **two (2) years**).

\*\*The Consultant will provide the following guarantee *Consultant will repeat the process at no additional charge, except for all actual expenses.* The guarantee will be valid if:

- If the candidate ultimately selected by the District ends their employment with the District within the above-referenced guarantee period.
- If the District contracts for the Consultant's services through Phase V
- If the district makes timely payments to the Consultant.
- The Phase V meeting is held within four (4) months of the start date of the candidate.

If the District chooses not to hold the meeting to Establish Performance Objectives for the new superintendent, the guarantee is null and void.

- **2. Expenses**. In addition to the fee referenced in Section 3 below, District shall also reimburse Consultant for all expenses incurred by the Consultant, including, without limitation:
  - All expenses for advertising the vacancy.
  - Office expenses for the search.
  - Telephone charges for reference checks and screening candidates.
  - Travel and expenses of all applicants and consultant representatives for all trips to the District.
  - Preparation of video interviews of semi-finalists/finalists
  - Criminal / financial / educational degree background checks on candidates (Note: There is no additional charge for the criminal/ financial / educational degree background check for the selected candidate).

All materials developed in this search shall remain the property of the District.

3. Specific services contracted by the District:

X	Phase I
X	Phase II
X	Phase III
X	Phase IV
Y	Phase V

# The not to exceed amount is <u>\$16,550</u>. (per the parameters on page 29 of the proposal)

- **Payment**. Payment of the fees and expenses shall be as follows:
  - (a) One-half (1/2) of the contracted fee referenced in Section 3 above shall be due and owing upon the execution of this Agreement;
  - **(b)** All advertising/media expenses will be due and owing when the candidates are presented to the District for consideration; and
  - One-half (1/2) of the fee referenced in Section 3 above shall be due and owing, plus all remaining expenses shall be due and owing, upon the completion of the services by Consultant, in no event later than <u>sixty (60)</u> days after receipt of invoice. All amounts not timely paid shall bear interest at a rate of ten percent (10%) per annum. Consultant reserves the right to suspend the performance services during any period of delinquency.

**5.** Additional Terms and Conditions. By signing below, the parties also agree to the following additional terms and conditions:

The Consultant reserves the right to use third-party services to conduct reference / background / criminal / credential checks on candidates. Consultant makes no guarantee as to the accuracy or completeness of any checks that are conducted, whether directly by Consultant or through a third-party service.

Neither party shall have the authority to enter into agreements of any kind on behalf of the other party, and neither party shall have the power or authority to bind or obligate the other party in any manner whatsoever. This Agreement is intended solely for the benefit of the parties, and it is not intended to confer third-party beneficiary rights upon any other person.

The provisions of this Agreement shall be interpreted and construed in accordance with their fair meanings and shall not be strictly construed for or against either party, regardless of which party may have drafted this Agreement or any specific provision herein.

Each party represents that it has full power and authority to enter into and perform this Agreement, and the person executing this Agreement has been properly authorized and empowered to take such action. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms.

Regardless of the basis on which District may be entitled to claim damages from Consultant (including breach of contract, negligence, misrepresentation, or any other contract or tort claim), Consultant's liability, if any, will in the aggregate for all claims, causes of action or damages, be limited to any actual direct damages incurred by the District, subject in all events to a maximum of the total fees (but not expenses) paid by the District to Consultant hereunder. Under no circumstances shall Consultant be liable for special, punitive, incidental or indirect damages or for any consequential damages (including lost profits, loss of business, revenue or goodwill, or loss of anticipated savings), even if informed of the possibility.

CONSULTANT MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING ANY OF THE CANDIDATES SUBMITTED TO THE DISTRICT FOR CONSIDERATION HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY RELATING TO QUALITY, LIKELIHOOD OF SUCCESS, FITNESS, PERFORMANCE OR FITNESS FOR ANY PARTICULAR PURPOSE.

No failure or delay in the exercise of any right, power, or privilege shall operate as a waiver of such right, power, or privilege. No waiver of any default on one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of a right, power, or privilege shall preclude the further or full exercise thereof.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any of its provisions shall not affect the validity and enforceability of any other provisions and the rest of this Agreement shall continue in effect to the fullest extent possible.

This Agreement shall be governed by and shall be construed, interpreted, and enforced in accordance with the substantive laws of the State of Nebraska, without reference to principles of conflicts of law. All disputes arising out of or relating to this Agreement, or the breach or default of this Agreement, shall be determined solely by a state or federal court located in or whose jurisdiction includes Omaha, Douglas County, Nebraska. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ALL CLAIMS, INCLUDING COUNTERCLAIMS AND TORT CLAIMS, WHICH IN ANY WAY RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT.

This Agreement is binding on the parties hereto and shall inure to the benefit of the parties and their respective successors, assigns, except District may not assign or transfer its rights or obligations hereunder without the express prior written consent of the Consultant.

This Agreement contains the entire agreement among the parties hereto with respect to its subject matter and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, and any course of dealing or usage of the trade inconsistent with its terms. This Agreement may not be modified or amended except by a written amendment signed by both parties. No terms that are additional to or different from the terms of this agreement (including, without limitation, the terms of an invoice, acceptance, or acknowledgment of the District) shall be binding on either party hereto.

In witness whereof, the parties have signed and entered into this Agreement as of the date set forth below.

Aberdeen School District, Washington ( District	)
By:	
Its: Authorized Representative	Date
McPherson & Jacobson, L.L.C. ("Consultant")	
Ву:	Date
Its: Authorized Representative	

Abandon Cabaal District Machineston ("District")

#### ADDENDUM A

Contract for Services
Aberdeen School District No. 5 and McPherson & Jacobson, LLC

The Aberdeen School District No. 5 and McPherson & Jacobson, LLC, agree to add the following Addendum to the Contract for Services between the parties that is being presented to the ASD5 Board of Directors on November 16, 2021:

McPherson & Jacobson consultant(s) agree to comply with all Aberdeen School District COVID-19 health and safety protocols when meeting with staff and while on District premises. McPherson & Jacobson consultant(s) who visit the District agree to provide the District with a "Vaccine Status Declaration/Attestation" stating that the consultant(s) and any candidates who visit ASD5 facilities are in compliance with the State of Washington's Proclamation 21-14.1 and that McPherson & Jacobson has obtained a copy of, or visually observed one of the approved forms of proof of full vaccination against COVID-19 for all candidates. If any requests are made to remain unvaccinated, the consultants agree to follow all requirements for granting disability and religious accommodations.

McPherson & Jacobson, LLC (Consultant)					
Authorized Representative	Date				
Print Name / Title					
Aberdeen School District No. 5					
Elyssa Louderback Business & Operations Executive	Date				

After Recording Return To: City of Aberdeen City Clerk 200 East Market Street Aberdeen, WA 98520

**Document Title:** THIRD AMENDMENT TO EASEMENT

**Grantor:** ABERDEEN SCHOOL DISTRICT NO. 5, a political

subdivision of the State of Washington

**Grantee:** THE CITY OF ABERDEEN, a municipal corporation

Washington

**Legal Description:** Abbreviated Form:

N 300' of Tracts 9,10, and 11, in Farm 8, of the Revised Plat of Farms 4, 5, and 6 of Finch's Farms, an Addition

to the City of Aberdeen Grays Harbor County,

Washington. (commonly known as 1300 Block of West

Huntley Street, Aberdeen, WA)

Assessor's Tax Parcel No(s): 014600800901

**Reference Nos. of Related Documents: 2020-11060085** 

#### THIRD AMENDMENT TO EASEMENT

This Third Amendment to Easement ("Amendment") is made this \_\_\_\_ day of December, 2021, by and between the ABERDEEN SCHOOL DISTRICT NO. 5, a political subdivision of the State of Washington ("Grantor") and the CITY OF ABERDEEN, a municipal corporation ("Grantee").

#### **RECITALS**

- A. Grantor and Grantee are parties to that certain Easement dated October 8, 1980 and recorded under Grays Harbor County recording no. 173199 (the "Easement").
- B. Grantor and Grantee executed that certain First Amendment to Easement dated November 6, 2020 and recorded under Grays Harbor County recording no. 2020-11060085 (the "First Amendment"). The Easement, as amended, is term limited and expired by its terms on March 1, 2021.
- C. Grantor and Grantee executed that certain Second Amendment to Easement dated February 22, 2021 and recorded under Grays Harbor County recording no. 2021-02220098 (the "Second Amendment").
- D. The Second Easement, as amended, is term limited and set to expire by its terms on December 31, 2021.
- E. Grantor and Grantee are contemplating long term use and improvement of the property wherein the Easement is located and desire more time to jointly plan for this future use.
- F. Grantor and Grantee desire to amend the Easement once again to extend the term for a limited period to allow for this joint planning, all as provided herein.
- G. Grantor and Grantee also desire to recognize certain capital improvements under construction by Grantee on the property and assign appropriate responsibility thereto.
- H. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Access Easement.

In consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

#### **AGREEMENT**

- 1. Term. Grantor and Grantee agree that the term as stated in Section 1 of the Easement is hereby amended to provide a term end date of June 30, 2022.
- 2. <u>Capital Improvements and Indemnity</u>. Grantor and Grantee acknowledge that Grantee is completing capital improvements related to recreational use of the property including fencing for a dog park area, new playground equipment, and sidewalk and parking improvements. Without waiving or otherwise limiting applicability of RCW 4.24.200 or RCW 4.24.210 or any other applicable statutory waiver of liability, Grantee agrees to defend, indemnify, and hold the Grantor harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the exercise of Grantee's rights under the Easement, including without limitation the construction of the capital improvements; PROVIDED, that in the event of the concurrent negligence of the Parties, Grantee's obligations hereunder shall apply only to the percentage of fault attributable to Grantee.
- 3. Full Force and Effect. Grantor and Grantee acknowledge and agree that except as modified by this Amendment, the Easement remains in full force and effect.

EXECUTED AND EFFECTIVE the date first written above.

"GRANTOR"	"GRANTEE"
ABERDEEN SCHOOL DISTRICT NO. 5, a political subdivision of the State of Washington	CITY OF ABERDEEN, a Washington municipal corporation
By:	By:
Name:	Name: Pete Schave
Title:	Title: <u>Mayor</u>
	ATTEST:
	Patricia Soule Finance Director

STATE OF WASHINGTON )	
COUNTY OF GRAYS HARBOR )	•
I certify that I know or have sa	tisfactory evidence that is the person who appeared before me, and said person
instrument and acknowledged it as the	trument, on oath stated that (s)he was authorized to execute the of the ABERDEEN ree and voluntary act of such party for the uses and purposes
Dated:	·
	Notary Public Print Name
	My commission expires
(Use this space for notarial stamp/seal)	
STATE OF WASHINGTON ) ss COUNTY OF GRAYS HARBOR )	
I certify that I know or have sa	tisfactory evidence that is the person who appeared before me, and said person
acknowledged that (s)he signed this instrument and acknowledged it as the	trument, on oath stated that (s)he was authorized to execute the of the CITY OF  ry act of such party for the uses and purposes mentioned in the
Dated:	 1
	Notary Public Print Name
	My commission expires
(Use this space for notarial stamp/seal)	

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between the Aberdeen School District ("District") and Catholic Community Services ("Agency") and is effective upon execution by both parties.

- 1. <u>Purpose</u>. The purpose of this MOU is to enable Agency to provide necessary treatment funded through outside sources to students at District facilities to allow greater access to treatment across different settings or environments.
- 2. <u>Duration</u>. This MOU is effective for the 2021-2022 school year, unless terminated earlier in accordance with this MOU.
- 3. <u>Services</u>. Agency may provide the following necessary treatment or services for students who Agency has determined are eligible for such treatment or services at District facilities:
  - a. Counseling
  - b. Peer Services
- 4. <u>Service Delivery</u>. All services provided by Agency under this MOU will be performed under the direction and supervision of Agency. Agency agrees to ensure that the delivery of services authorized by this MOU does not interfere with the District's educational program or provision of instruction and services to students, including the provision of a free, appropriate public education under the Individuals with Disabilities Education Act ("IDEA") to eligible students with disabilities.
- 5. <u>Educational Services</u>. The District maintains full responsibility and authority for the educational programs of its students. Treatment or services authorized by this MOU are not educational services and may not be construed as a component of a student's educational program.
- 6. <u>Parent Consent</u>. Before providing services to a student at a District facility, Agency must provide the District with evidence that the student's parent/guardian has provided written consent for the student to receive the services. The student's parent/guardian must also sign a release of information form authorizing the District and Agency to exchange information and records related to the student.
- 7. <u>Compensation</u>. Agency is responsible for all costs and expenses associated with the services authorized by this MOU. The District will not provide Agency with any compensation for services authorized by this MOU.
- 8. <u>Compliance with Laws</u>. Agency and its employees must comply with all laws, rules, regulations, and other requirements applicable to the treatment or services provided by Agency at District facilities.
- 9. <u>Proof of Vaccination</u>. Agency and any of its employees, agents, volunteers, and contractors who will provide services at a District facility attests that the Agency has verified proof of full vaccination against COVID-19, or an applicable exemption before initiating services.

- 10. <u>Health and Safety Measures</u>. When providing services at a District facility, Agency and its employees must comply with all COVID-19 health and safety measures required by the Department of Health, the Governor, and the District, including wearing a mask/face covering.
- 11. <u>Criminal Background Check</u>. Agency and any of its employees, agents, volunteers, and contractors who will provide services at a District facility must complete and pass a background check through the Washington state patrol criminal identification system, including a fingerprint check, and through the Federal Bureau of Investigation criminal justice information systems. Background checks must be completed at Agency's expense prior to the start of services. Agency will maintain record reports and make them available to the District upon request.
  - a. <u>Disqualifying Criminal Records</u>. Agency and any of its employees, agents, volunteers, and contractors who have pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 are prohibited from providing services at a District facility.
- 12. <u>Confidentiality</u>. Agency and all of its employees, agents, volunteers, and contractors must comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 C.F.R. Part 99; WAC 392-172A- 05180 through 392-172A-05245; and the Health Insurance Portability and Accountability Act of 1996 with respect to the confidentiality of personally identifiable information and education, health, and medical records.
- 13. <u>License and Certification Requirements</u>. Agency must ensure that it and any of its employees, agents, volunteers, and contractors who provide services at District facilities comply with all Washington state licensing, accreditation, and/or certification requirements applicable to the services.
- 14. <u>Insurance</u>. Agency will provide the District with evidence of Professional Liability insurance in the amount of at least one million dollars (\$1,000,000.00).
- 15. <u>Independent Contractor</u>. This MOU may not be construed to create a partnership, agency relationship, or employer-employee relationship between the District and Agency or any of its employees, agents, volunteers, and contractors.
- 16. <u>Workers' Compensation</u>. Agency expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits, or liability payable by Agency) under any industrial insurance, workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington).
- 17. <u>Indemnification</u>. All activities performed by Agency and its employees, agents, volunteers, and contractors are done under Agency's supervision at its own risk. Agency agrees to indemnify, defend, and hold the District harmless from any liability, claim, loss, damages, injuries, or expenses arising out of Agency's provision of services authorized by this MOU.
- 18. <u>Termination</u>. Either party may terminate this MOU for any reason by providing written notice 30 days prior to the termination. The District may terminate this MOU effective immediately if the District determines that termination is necessary for the health, safety, welfare, or education of students or staff members.

19. **Governing Law**. This MOU shall be construed and interpreted in accordance with the laws of the State of Washington and the United States.

# By signing below, each party certifies its agreement to the terms of this MOU.

ABERDEEN SCHOOL DISTRICT		Catholic Community Services		
		May Stone mi	10/27/2021	
Signature	Date	Signature	Date	
Name		Mary Stone-Smith Name		
Title		Vice President Title		

Sport	Brand	Size	Number	Color	Item
Soccer	Diadora	Meduim	4	Blue and White	Coat
Soccer	Diadora	Large	17	Blue and White	Coat
Soccer	Diadora	Large	10	Blue and White	Coat
Soccer	Diadora	Large	9	Blue and White	Coat
Soccer	Diadora	Large	6	Blue and White	Coat
Soccer	Diadora	Large	14	Blue and White	Coat
Socer	Diadora	Large	4	Blue and White	Coat
Soccer	Diadora	Large	5	Blue and White	Coat
Soccer	Diadora	Large	13	Blue and White	Coat
Soccer	Diadora	Large	8	Blue and White	Coat
Soccer	Diadora	XL	19	Blue and White	Coat
Soccer	Diadora	XL	17	Blue and White	Coat
Soccer	Diadora	XL	20	Blue and White	Coat
Soccer	Umbro	Meduim	13	Blue and White	Coat
Soccer	Umbro	Meduim	14	Blue and White	Coat
Soccer	Umbro	Large	3	Blue and White	Coat
Soccer	Umbro	Large	21	Blue and White	Coat
Soocer	Umbro	Large	18	Blue and White	Coat
Soccer	Umbro	Large	4	Blue and White	Coat
Soccer	Umbro	Large	7	Blue and White	Coat
Soccer	Umbro	XL	1	Blue and White	Coat
Soccer	Nike	Small 4-6	1	Grey and Blue	Pants
Soccer	Nike	Meduim 8-10	5	Grey and Blue	Pants
Soccer	Nike	Meduim 8-10	6	Grey and Blue	Pants
Soccer	Nike	Meduim 8-10	18	Grey and Blue	Pants
Soccer	Nike	Meduim 8-10	7	Grey and Blue	Pants
Soccer	Nike	Meduim 8-10	8	Grey and Blue	Pants
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Soccer	Nike	Large 12-14	13	Grey and Blue	Pants

Soccer	Nike	Large 12-14	12	Grey and Blue	Pants
Soccer	Nike	Large 12-14	14	Grey and Blue	Pants
Soccer	Nike	Large 12-14	9	Grey and Blue	Pants
Soccer	Nike	XL 18-20	17	Grey and Blue	Pants
Track	Russell Athletic	S	8	Navy and White	Sweatshirts
Track	Russell Athletic	S	11	Navy and White	Sweatshirts
Track	Russell Athletic	S	12	Navy and White	Sweatshirts
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Track	Russell Athletic	S	99	Navy and White	Sweatshirts
Track	Russell Athletic	S	58	Navy and White	Sweatshirts
Track	Russell Athletic	S	10	Navy and White	Sweatshirts
Track	Russell Athletic	S	4	Navy and White	Sweatshirts
Track	Russell Athletic	S	44	Navy and White	Sweatshirts
Track	Russell Athletic	S	89	Navy and White	Sweatshirts
Track	Russell Athletic	S	72	Navy and White	Sweatshirts
Track	Russell Athletic	S	94	Navy and White	Sweatshirts
Track	Russell Athletic	S	97	Navy and White	Sweatshirts
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Track	Russell Athletic	M	31	Navy and White	Sweatshirts
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Board Agenda: 11-02-2	······································	************************	*******************************	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	*************************
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Track	Russell Athletic	M	28	Navy and White	Sweatshirts
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Miller Junior High School Surplus Athletic Attire

Board Agenda: 11-02-2021

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Russell Athletic	L	50	Navy and White	Sweatshirts
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Russell Athletic	XL	47	Navy and White	Sweatshirts
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Russell Athletic	XL	87	Navy and White	Sweatshirts
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Russell Athletic	XL	76	Navy and White	Sweatshirts
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Russell Athletic	XXL	92	Navy and White	Sweatshirts
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Russell Athletic	XXL	94	Navy and White	Sweatshirts
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Track	Russell Athletic	L	61	Navy and White	Sweats
Track	Russell Athletic	L	63	Navy and White	Sweats
Track	Russell Athletic	L	55	Navy and White	Sweats
Track	Russell Athletic	XL	38	Navy and White	Sweats

Miller Junior High School Surplus Athletic Attire

Board Agenda: 11-02-2021

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Track	Russell Athletic	XL	84	Navy and White	Sweats
Track	Russell Athletic	XL	91	Navy and White	Sweats
Track	Russell Athletic	XL	93	Navy and White	Sweats
Track	Russell Athletic	XL	81	Navy and White	Sweats
Track	Russell Athletic	XL	82	Navy and White	Sweats
Track .	Russell Athletic	XL	86	Navy and White	Sweats
Track	Russell Athletic	XL	92	Navy and White	Sweats
Track	Russell Athletic	XL	87	Navy and White	Sweats
Track	Russell Athletic	XL	88	Navy and White	Sweats
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Track	Russell Athletic	XXL		Navy and White	
Track	Russell Athletic	XXL	46	Navy and White	Sweats
Track	Russell Athletic	XXL	47	Navy and White	Sweats
Track	Russell Athletic	XXL	50	Navy and White	Sweats
Track	Jerzee's	Medium	16	Grey	Sweats
Track	Jerzee's	Medium	17	Grey	Sweats
Track	Jerzee's	Large	28	Grey	Sweats
Track	Jerzee's	Large	31	Grey	Sweats
Track	Jerzee's	Large	34	Grey	Sweats
Track	Jerzee's	Large	30	Grey	Sweats

8 of 8

Kay Peett



# Form Submission: Cooperative Agreement

WASHINGTON INTERSCHOLASTIC ACTIVITIES ASSOCIATION

The following WIAA Cooperative form has been submitted for the 2020-2022 allocation cycle. <u>Cooperative agreements are approved for two years during the current allocation cycle and must be re-submitted each allocation cycle</u>. Please notify the WIAA Office if the cooperative has been dissolved at any time during the allocation cycle.

Submitted By	Email	Phone	Signature of Submitter
Jay Pearson	JAYP@WILLAPAVALLEY.ORG	3609428889	

School Name - Level (HS, JH, MS)	Classification	Boys or Girls	Sport/Activity
Willapa Valley High School # 160	1B		
Aberdeen High School	2A		
		Girls	Wrestling

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School Name	School Board President Signature	Date	League President Signature	Date
Willapa Valley High School # 160	W.	10-25-21	1 aly one	10-26-2
Aberdeen High School				
V	/IAA District Director Signature		WIAA District	Date
			District 4	

FOR WIAA OFFICE USE ONLY			
Approved for school year(s)	Denied	Decision pending. Additional Information is required	
WIAA Assistant Executive Director Signature:		Date:	

#### **CERTIFICATED**

**HIRES:** We recommend the Board approve the following certificated hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	Effective Date
Kacy Karnath	Aberdeen High School	21st Century Teacher	10/28/21
Linda Hayes	Harbor Learning Center	SpEd/Open Doors Teacher	10/21/21

#### **CO-CURRICULAR CONTRACTS:** We recommend the Board approve the following co-curricular contracts:

<u>Name</u>	<u>Location</u>	<u>Position</u>	Effective Date
Daniel Patterson	Aberdeen High School	Band (Marching and Pep)	2021-22
Erik Peterson	Aberdeen High School	Orchestra	2021-22
Jeremy Totten	Aberdeen High School	Choral	2021-22
Erik Peterson	Miller Junior High	Orchestra	2021-22
Gordon Shaw	Miller Junior High	Band	2021-22
Jeremy Totten	Miller Junior High	Choral	2021-22
Troy George	Elementary Schools	Vocal .5 FTE	2021-22
Lonni Tegelberg	<b>Elementary Schools</b>	Vocal .5 FTE	2021-22

#### **RESIGNATION:** We recommend the Board approve the following certificated resignation:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Tina Caton	Central Park	Teacher	10/29/21

#### **Substitute Certificated Hire:**

Benjamin Taylor

#### **CLASSIFIED**

**HIRES:** We recommend the Board approve the following classified hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	Effective Date
Helen Brougher	District	Licensed Practical Nurse	TBD
Cassandra Chesterman	Harbor Learning Center	Paraeducator	11/01/21
Indigo Evensen	AJ West Elementary	Paraeducator	11/01/21
Jennifer Krasowski	AJ West Elementary	LRC Technician	11/01/21
Wendi Vergara	Robert Gray Elementary	Student Family Support Assistant	11/18/21

#### **RETIREMENT:** We recommend the Board approve the following classified retirement:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Tami Jacka	Hopkins	Custodian	11/05/21

#### **RESIGNATIONS:** We recommend the Board approve the following classified resignation:

<u>Name</u>	<u>Location</u>	<u>Position</u>	Effective Date
Dawn Peckler	Transportation	Bus Driver	10/29/21
Theodore Peckler	Transportation	Bus Driver	10/29/21
Casey Schumacher	Transportation	Bus Driver	10/22/21
Kristen Dublanko	Hopkins	Paraeducator	11/05/21

# **CLASSIFIED (Continued)**

## **EXTRA-CURRICULAR HIRES:** We recommend the Board approve the following extra-curricular hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	Effective Date
Jason Garman	Aberdeen High School	Assistant Boys' Wrestling Coach	11/15/21
Ashley Aschim	Miller Junior High	Head Girls' Basketball Coach	10/26/21
Ken Ashlock	Miller Junior High	Head Wrestling Coach	10/25/21
Jeff Hatton	Miller Junior High	Assistant Wrestling Coach .5 FTE	10/25/21
Shon Schreiber	Miller Junior High	Assistant Wrestling Coach	10/26/21

# **EXTRA-CURRICULAR RESIGNATIONS:** We recommend the Board approve the following extra-curricular

resignation:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Ken Ashlock	Miller Junior High	Head Wrestling Coach	10/26/21
Jason Garman	Miller Junior High	Assistant Wrestling Coach	10/20/21