

**ABERDEEN SCHOOL DISTRICT NO. 5  
ABERDEEN, WASHINGTON**

Regular Meeting of the Board of Directors  
Community Room, Aberdeen High School  
September 3, 2024

**AGENDA**

5:30 p.m. Regular Meeting Call to Order

Flag Salute

**Consent Agenda**

1. Minutes

Comments from Board Members

Comments from Student Representatives

Comments from the Public

Comment on agenda items is welcome at this time. Please sign up on the sheet provided at the entrance to the meeting and specify the agenda item you wish to address. Please limit your comments to three minutes. Comment on all matters is welcome via email to [schoolboard@asd5.org](mailto:schoolboard@asd5.org).

Presentations

1. **Safety Protocols and Procedures**

Old Business

1. **Policy 6530 Insurance**

Superintendents' Report

1. Back to School Update
2. Seismic Update
3. GEARUP Grant

New Business

1. **Migrant Nurse Case Manager**
2. **True North**
3. **Behavioral Health Resources**
4. **Lakeview Speech Therapy**
5. **ProCare Therapy**

Board Meeting Agenda  
September 3, 2024

6. [Surplus](#)

7. Next Meeting

Executive Session / Closed Session

Personnel Matters

1. [Personnel Report](#)

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5  
BOARD INFORMATION AND BACKGROUND

September 3, 2024

5:30 p.m. Regular Meeting Call to Order

Flag Salute

Consent Agenda – [Enclosure 1](#)

1. Minutes – The minutes from the regular meeting on August 20, 2024, are enclosed for your review and approval.

Comments from the Board

Comments from Student Representatives

Comments from the Public

The Board welcomes public comment on agenda items at this time. Please sign up on the sheet provided at the entrance to the meeting and indicate the agenda item you wish to address. Please limit your comments to three minutes. Written public comment on both agenda and non-agenda matters is also welcome via email. Comments should be submitted to [schoolboard@asd5.org](mailto:schoolboard@asd5.org) before noon on the day of the meeting and will be included in the public record.

Individual student matters or complaints against employees should not be brought forward at a public meeting. The Superintendent's Office or board president should be contacted directly.

Presentations

1. Safety Protocols and Procedures – Mike Pauley, the district's maintenance and custodial services manager, will present information about new, simplified safety protocols and procedures for drills and emergencies. [Enclosure 2](#)

Old Business

1. Policy 6530 Insurance – An update to Policy 6530 regarding insurance for employees is presented for second reading and adoption. [Enclosure 3](#)

Superintendents' Report

1. Back to School– Superintendents Lynn Green and Traci Sandstrom will share information about the new school year which began Aug. 28 for students.
2. Seismic Update – Superintendents Lynn Green and Traci Sandstrom will provide an update on the seismic planning and projects.
3. GEARUP Grant – Superintendent Lynn Green will provide an update on funding for GEARUP.

### New Business

1. Migrant Nurse Case Manager – First renewal of the five-year agreement with the Washington Migrant Education Program to provide school nurse support services for migrant students is presented for your review and approval. [Enclosure 4](#)
2. True North – An agreement with True North at Capital Region ESD 113 to provide student assistance programming at Miller Junior High School is presented for your review and approval. [Enclosure 5](#)
3. Behavioral Health Resources – An agreement with BHR authorizing the provision of services to its clients during school hours in 2024-2025 is presented for your review and approval. [Enclosure 6](#)
4. Lakeview Speech Therapy – An agreement with Lakeview Speech Therapy, LLC, to provide speech language pathology services for the 2024-2025 school year and placing Karen Clifton as a speech language pathologist and Kelley Kautzman as a SLP assistant is presented for your review and approval. [Enclosure 7](#)
5. ProCare Therapy – An agreement with ProCare Therapy to provide special education and therapy services in 2024-2025 and place Katy Maguire as an occupational therapist is presented for your review and approval. [Enclosure 8](#)
6. Surplus – An August inventory of items that are no longer needed for an educational purpose is recommended for board action to be declared surplus. [Enclosure 9](#)
7. Next Meeting – The next regular meeting of the Board is scheduled for 5:30 p.m. Tuesday, Sept. 17, in the Community Room at Aberdeen High School.

### Executive Session / Closed Session

At this time the meeting will recess for an executive session expected to last 20 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 10](#)

ADJOURN

## ABERDEEN SCHOOL DISTRICT NO. 5

Minutes of the Regular Meeting of the  
Board of Directors – August 20, 2024

President Jennifer Durney convened the regular meeting of the Aberdeen School District Board of Directors at 6:00 p.m. Tuesday, August 20, 2024, in the Community Room at Aberdeen High School. In attendance were Jessica Jurasin, Annica Mizin and Jeremy Wright, along with Superintendents Lynn Green and Traci Sandstrom, and four patrons and staff. Director Suzy Ritter was excused.

CALL TO ORDER

The meeting began with the flag salute.

On a motion by Director Jurasin and seconded by Director Mizin, the Board approved the consent agenda, which included the minutes from the regular meeting on August 6; July payroll vouchers 836667 through 836699 totaling \$2,127,105.84; General Fund vouchers 836700 through 836701 and 836710 through 836794 totaling \$1,214,194.10, ASB Fund vouchers 836703 through 836707 totaling \$19,059.45, a Transportation Vehicle Fund voucher in the amount of \$194,669.55, and Capital Projects Fund vouchers 836708 through 836709 totaling \$85,727.16, and a report from Athletics Director John Crabb detailing gifts to the Football program at AHS from the Bobcat Booster Club and the Druzianich Family Foundation.

CONSENT AGENDA

Director Jessica Jurasin provided an update on the formation of the Board's legislative advocacy agenda. She will be attending the WSSDA General Assembly in September and the Board will conduct a workstudy prior to the Oct. 1 meeting to review and discuss local priorities for the upcoming legislative session. Following that meeting, Director Jurasin said that the Legislative Advocacy Committee comprised of union, student and community volunteers will meet on October 29. The directors expressed appreciation for staff and community members who have already indicated a willingness to participate.

COMMENTS FROM  
THE BOARD

Following a discussion on funding sources and grant opportunities, the Board approved the addition of 6th Grade boys and girls basketball to the sports offerings at Miller Junior High School.

6<sup>TH</sup> GRADE  
BASKETBALL

Superintendent Traci Sandstrom presented the annual Minimum Basic Education Report for 2024-2025 which is filed with the Office of Superintendent of Public Instruction.

2024-2025 BASIC  
EDUCATION  
REPORT

Superintendents Sandstrom and Green discussed the final meeting of the Portrait of a Graduate Committee where graphics in support of the mission, vision, values and goals were unveiled. The committee identified five Portrait competencies that are crucial to student success – adaptability, responsibility, confidence, critical thinking and communication. The superintendents reported that communication and critical thinking will be focus areas in 2024-2025.

PORTRAIT OF A  
GRADUATE

Superintendents Green and Sandstrom reported that the Welcome Back assembly for all staff is scheduled for 8 a.m. Monday, Aug. 26, in the Auditorium at AHS. The work to date on the Portrait of a Graduate will be shared.

WELCOME BACK  
ASSEMBLY

Superintendents Green and Sandstrom shared their appreciation that the Board was able to attend the required tribal consultation training on short notice.

TRIBAL  
CONSULTATION

Superintendent Lynn Green presented the Fiscal Status Report for July. With 91.67 percent of the fiscal year elapsed, the District has received 92.49 percent of anticipated revenue and is at 92.55 percent of budgeted expenditures. She reported fund balances of \$3,321,062.71 in the General Fund, \$411,899.84 in the Capital Projects Fund, \$986,668.07 in the Debt Service Fund, \$313,403.10 in the Associated Student Body Fund and \$271,701.62 in the Transportation Vehicle Fund. Under enrollment, she reported the district ended the 2023-2024 school year with an average annual FTE of 3,148.09, which is 78.09 above the budgeted 3,070.

FISCAL STATUS  
REPORT

Superintendent Green presented an update to the procedures in Policy 2410 governing graduation requirements to include Open Doors as an authorized program eligible for credit toward a diploma.

POLICY 2410  
GRADUATION  
REQUIREMENTS

An update to Policy 6530 regarding insurance for employees to align district policy with state law was presented for first reading.

POLICY 6530  
INSURANCE

On a motion by Director Jurasin and seconded by Director Mizin, the Board approved renewal of the Interdistrict Agreement with the Tumwater School District and New Market Skills Center for the operation of the Twin Harbors Skills Center branch campus in the Aberdeen School District.

INTERDISTRICT  
SKILLS CENTER  
AGREEMENT

On a motion by Director Mizin, seconded by Director Wright and with President Durney recused, the Board approved the facility use agreement with the YMCA of Grays Harbor for swim lessons and therapy in 2024-2025.

YMCA FACILITY  
AGREEMENT

On a motion by Director Wright, seconded by Director Jurasin and with President Durney recused, the Board approved an agreement with the YMCA of Grays Harbor for use of the pool by the swim team and for elementary swim lessons.

YMCA SWIM  
AGREEMENT

On a motion by Director Jurasin and seconded by Director Mizin, the Board approved an agreement with Washington State University for the placement of student teachers in the 2024-2025 school year.

WSU STUDENT  
TEACHING  
AGREEMENT

On a motion by Director Mizin and seconded by Director Wright, the Board voted to approve renewal of a memorandum of understanding with Community Integrated Health Services to provide counseling and other services to students at district sites in 2024-2025, as amended to remove Section 9.

COMMUNITY  
INTEGRATED  
HEALTH

On a motion by Director Wright and seconded by Director Mizin, the Board approved an agreement with Catholic Community Services to provide services to students at district facilities in 2024-2025 as amended to remove Section 9.	CATHOLIC COMMUNITY SERVICES
On a motion by Director Mizin and seconded by Director Jurasin, the Board approved an agreement with Grays Harbor Beyond Survival to provide services to students at district facilities in 2024-2025 as amended to remove Section 9.	GRAYS HARBOR BEYOND SURVIVAL
On a motion by Director Jurasin and seconded by Director Wright, the Board approved an agreement with Behavioral Health Resources to provide services to students at district facilities in 2024-2025 as amended to remove Section 9.	BEHAVIORAL HEALTH RESOURCES
On a motion by Director Wright and seconded by Director Jurasin, the Board approved an agreement with Willapa Behavioral Health to provide services to students at district facilities in 2024-2025 as amended to remove Section 9.	WILLAPA BEHAVIORAL HEALTH
On a motion by Director Jurasin and seconded by Director Mizin, the Board awarded the contract to provide fuel in 2024-2025 to PetroCard, the current provider and the lone bidder.	2024-2025 FUEL BID
On a motion by Director Mizin, seconded by Director Wright and with President Durney recused, the Board awarded the contract to provide paper in 2024-2025 to Aberdeen Office Equipment, the current vendor and lowest bidder among the seven proposals that were received.	2024-2025 PAPER BID
On a motion by Director Wright and seconded by Director Mizin, the Board approved as surplus a list of materials and equipment that are no longer needed for an educational purpose.	SURPLUS EQUIPMENT
President Durney announced that the next regular meeting is scheduled for the new meeting time of 5:30 p.m. Tuesday, September 3, in the Community Room at Aberdeen High School.	NEXT MEETING
At 6:41 p.m., President Durney recessed the meeting for an executive session expected to last 10 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. The meeting reconvened in regular session at 6:51 p.m.	EXECUTIVE SESSION
On a motion by Director Jurasin and seconded by Director Mizin, the Board approved the Personnel Report as amended to remove the Outdoor School position.	PERSONNEL REPORT
Under certificated matters, the Board approved the hiring of Christiane Dechert as a speech language pathologist (.5 FTE) for the District effective Aug. 28; approved a change of assignment for Sal Abruscato to MTSS coach at Aberdeen High School effective Aug. 28; accepted the resignation of Mark Davis as an MTSS coach at Aberdeen High School effective Aug. 27; approved a leave of	CERTIFICATED

absence for Kaitlyn Chapman, a teacher at Stevens Elementary School, effective Aug. 28 to Dec. 20, 2024; approved supplemental contracts for psychologists Jennifer Clark, Judith McBride and Autumn Schreiber, 10 additional days, elementary counselors Katherine Kim, Tracy Miner and Marnie Ranheim, two additional days and Hannah Quinn, one additional day, Shelbie Dickson for CTE related activities and catering services at Aberdeen High School, Terry Dion, Tracy Ecklund, Faith Taylor-Eldred, Rebekah Fruh, Erik Hiles, Andrew Gwinn, Molly Houk, Eric Jackson, Ashley Kohlmeier, Tiffany Lessard, Matthew Mahon, Cory Martinsen, Anne Ramsey, Cami Revel, Travis Wheeler and Charles Veloni for CTE related activities at Aberdeen High School, Faith Taylor-Eldred for school store operations at Aberdeen High School, Rebekah Fruh for Nursing clinicals at Aberdeen High School, counselors Amy Grannemann and Jessica Madison, 10 additional days at Aberdeen High School, Eric Jackson for AHS Almost Live at Aberdeen High School, Cory Martinsen for the AHS Sign Shop, Cami Revel for Twin Star Credit Union and Business Procedures at Aberdeen High School; counselor Kasi Turner, 10 additional days at the Harbor Learning Center, Larry Fleming, Stephanie Hoffman and Kayla Sturm for CTE related activities at Harbor High School, Rebekah Fruh for CTE related activities at Twin Harbors Skills Center, Janet Dayton, Ashley Emmett, Jason Garman, Hailey Pfeifer and Darcy Williams for CTE related activities at Miller Junior High School; counselors Catherine Trusty and Thaddeus Williams, 10 additional days at Miller Junior High School, and preschool coordinator Darby Carroll, 20 additional days; approved co-curricular contracts at Aberdeen High School for Tracy Ecklund, Yearbook, Ryan Eyre, Knowledge Bowl, Ashley Kohlmeier, ASB and AVID Coordinator, Erik Hiles, FFA, Michael Smith, Link Crew (.5 FTE), Cory Martinsen, PBIS, Daniel Patterson, Marching Band and Pep Band, Erik Peterson, Orchestra, Anne Ramsey, Link Crew .5 FTE, Cami Revel, FBLA, Rick Stallo, Events Manager (.38 FTE), Kyle Guggisberg, Choral, and Charles Veloni, SkillsUSA and Robotics; approved co-curricular contracts at the Harbor Learning Center for Kayla Sturm, Yearbook, and Cordell Trusty, ASB; approved co-curricular contracts at Miller Junior High School for Ashley Emmett, Yearbook, Janet Dayton, ASB Advisor, Troy George, Band, Erik Peterson, Orchestra, Lori Snyder, AVID Coordinator and Kyle Guggisberg, Choral.

Under classified matters, the Board approved the hiring of Megan Jones and Ben Nelson as para-educators in the Thrive program at Central Park Elementary School effective Aug. 28; approved a change of assignment for Julie Cramer to lead Food Service worker at Central Park Elementary School effective Aug. 28; Peter Bentiz as the childcare family support assistant at the Harbor Learning Center and Snug Harbor effective Aug. 15, Geneveve Sawyer as a para-educator in the Thrive program at Robert Gray Elementary School effective Aug. 15, and from Jace Varner as a Food Service worker at A.J. West Elementary School effective Aug. 12; approved extra-curricular hirings at Aberdeen High School for Todd Bridge as the head coach for Football effective Aug. 21, Brandyn Brooks, Macoy Gronseth and David Terrence as assistant coaches for Football effective Aug. 21, Desiree Glanz as head coach and Rees Sturm as assistant coach for Volleyball effective Aug. 26, Steve Reed as head coach and Dennis Nelson as

CLASSIFIED



assistant coach for Cross Country effective Aug. 26, Summer Powell as head coach, Sarah Brockavich as assistant coach and Bailey Smith as .5 FTE assistant coach for Cheer effective Aug. 26, Tristan Stutesman as assistant coach for Boys' Golf, Larry Fleming as head coach and Lindsey Scott and Luis Soto as assistant coaches for Girls' Soccer, and Annette Duvall as assistant coach for Boys' Tennis; approved extra-curricular hirings at Miller Junior High School for Joe Fagerstedt and Jason Garman as head coaches for Football effective Aug. 26, Breanna Gentry as head coach for Soccer effective Aug. 26, and Jeff Hatton as head coach and Jim Daly as assistant coach for Cross Country effective Aug. 26, and accepted resignations from Tanya Anderson as assistant coach for Girls' Swim at Aberdeen High School effective Aug. 5, Tamara Corona as assistant coach for Fastpitch at Aberdeen High School effective Aug. 12, Megan Elway as assistant coach (.5 FTE) for Girls' Swim at Aberdeen High School effective Aug. 9 and from Ashley Aschim as head coach for Girls' Soccer at Miller Junior High School effective Aug. 12.

There being no further business, the regular meeting was adjourned at 6:53 p.m.

ADJOURN

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Lynn Green, Secretary

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Jennifer Durney, President

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Traci Sandstrom, Secretary

# “I Love U Guys”

## Standard Response Protocol

The “I Love U Guys” Foundation was started in 2006 by Ellen and John-Michael Keyes following a school shooting that took the life of their daughter, Emily. On that day Emily sent two text messages... One to her mother, Ellen, “I love u guys. K” and to her father, John-Michael, “I love you guys.”

“Their mission is to restore and protect the joy of youth through educational programs and positive actions in collaboration with families, schools, communities, organizations and government entities.”



## The Basics of the Standard Response Protocol

The Standard Response Protocol (SRP) is based on the response to any given situation, not individual scenarios.

- **Hold** - "In Your Room or Area."
- **Secure** - "Get Inside, Lock Outside Doors"
- **Lockdown** - "Locks, Lights, Out of Sight"
- **Evacuate** - To a specified Location
- **Shelter** - State the Hazard and the Safety

Core actions and directives should not be modified, this provides consistency for students and First Responders.





# Resources we will be providing?

[SRP Posters](#)


[SRP labels for badges](#)

SRP Parent handout - [ENG/ SPA](#)

[SRP Pocket guides](#) can be available

## What else do you think you need to implement this?

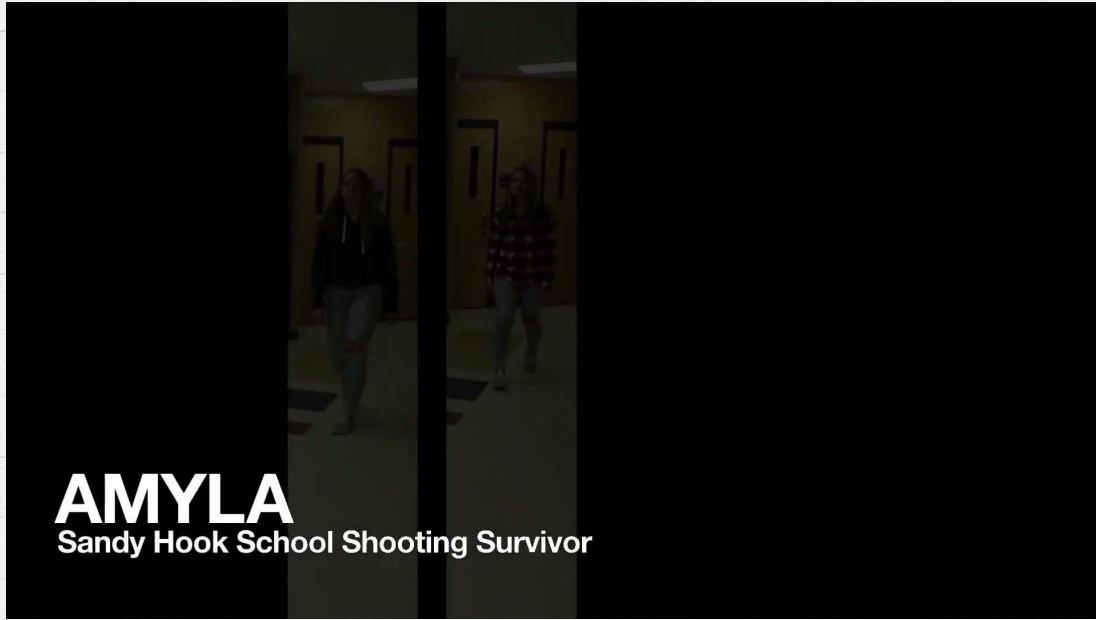
We are working on intercom systems.



A poster titled "SRP Posters" with five entries, each featuring a colored icon and a text description:

-  **Hold** is followed by the Directive: **"In Your Room or Area"** and is the protocol used when hallways need to be kept clear of occupants.
-  **Secure** is followed by the Directive: **"Get Inside, Lock Outside Doors"** and is the protocol used to safeguard people within the building.
-  **Lockdown** is followed by **"Locks, Lights, Out of Sight"** and is the protocol used to secure individual rooms and keep occupants quiet and in place.
-  **Evacuate** may be followed by a location, and is used to move people from one location to a different location in or out of the building.
-  **Shelter** and state the **Hazard and Safety Strategy** for group and self protection.

# Video



## INSURANCE

All insurance programs of the district shall be managed as part of the district's risk management program.

### A. Liability Insurance

The district shall maintain sufficient liability insurance to protect it against claims for the negligent or wrongful acts of its staff or agents. The amount and terms of such insurance protection shall be reviewed annually as part of the district's risk management program.

The board shall hold individual board members, administrators, staff or agents of the district harmless and defend them from any financial loss, including reasonable attorneys' fees, arising out of any act or failure to act, provided that at the time of the act or omission complained of the individual so indemnified was acting within the scope of his/her responsibilities or employment and in compliance with the policies and procedures of the district.

The district shall provide its staff with insurance protection while they are engaged in the maintenance of order and discipline and in the protection of students, other staff and property. Such insurance protection must include liability insurance covering injury to persons and property and insurance protecting staff from loss or damage of their personal property incurred while so engaged.

A member of the board of directors or the superintendent is immune from civil liability for damages for any discretionary decision or failure to make a discretionary decision within his or her official capacity, but liability shall remain on the district for the tortious conduct of the board members and superintendent. The superintendent shall obtain errors and omissions insurance in the amounts deemed necessary by the board.

### B. Property Damage

The district shall maintain a comprehensive insurance program that shall provide adequate coverage, as determined by the board, in the event of loss or damage to school buildings and/or equipment, including motor vehicles.

### C. Staff Insurance

The district shall develop and maintain an effective program of insurance for its staff. Such programs may include, but are not limited to, unemployment compensation, industrial accident and/or injury insurance, liability and medical insurance.

The district may make available medical, dental, vision, liability, life, ~~health, health care~~, accident, disability ~~or~~ and salary protection or insurance, direct agreements as defined in

**RCW 48.150** or any one of or a combination of these types of insurance and may contribute all or part of the cost of such insurance **to the extent permitted by law.**

#### **D. Unemployment Insurance**

The district shall participate in the program lawfully available for fulfilling its unemployment insurance obligation that is most financially and administratively efficient.

Staff eligible under the terms of the unemployment compensation pool agreement with the educational service district shall be provided with the unemployment benefits to which they are entitled. The district shall maintain the records required by the state employment security department and retain them for not less than four years.

#### **E. Workers' Compensation**

~~Workers' compensation is an insurance program that covers job-related injuries and occupational diseases. The district is self-insured through the Workers' Compensation Trust to provide industrial insurance benefits to employees who sustain job-related injuries or occupational diseases. This trust~~ School staff members are covered by a self-insured program which has been approved by the Washington State Department of Labor and Industries **to administer industrial insurance benefits. Employees of a self-insured business have the same rights and responsibilities as other workers insured through the state of Washington. Employees are** ~~The staff member is~~ **protected** in two ways:

1. Medical costs resulting from job-related injuries **or diseases** are paid **under the claim, and**
2. Injured employees are paid a partial wage while off work **due to a job-related injury or disease under the claim when certified off work by their doctor** because of a job injury or illness ~~due to on-the-job causes.~~

~~When a staff member~~ **an employee** is injured on the job **and is unable to perform his or her duties as a result of an on-the-job injury or occupational disease and certified off work by a doctor, the employee may elect to use leave as follows (provided the employer does not elect to keep the employee on full salary through means other than use of accrued leave):** ~~with a time loss, the district will grant full sick leave for the first three (3) days provided the staff member has accumulated sick leave to cover the absence. For each day covered by workers' compensation the employee may use accumulated sick leave to make up the difference between the workers' compensation payments and the employee's regular salary. In such instances, total pay shall not exceed the staff member's regular pay.~~

1. **Choose unpaid leave, thus receiving only his or her entitled temporary total disability (TTD) benefits, or**

- 2. Elect to use a full day of accumulated leave (sick, annual or other similar benefit) in addition to their entitled TTD benefits, or
- 3. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.

The district will deal fairly with employees and give equal consideration to their interests regarding industrial insurance benefits.

**F. Medical Insurance**

Medical plans are offered in the district on a payroll deduction plan. Staff may select from among those plans that are made available by the district's approval. The district shall make a contribution toward approved insurance premiums for each staff member each month in an amount that is determined each year. Per state law, the district will offer eligible employees all benefits offered by the School Employees Benefits Board (SEBB), administered by the Washington State Health Care Authority (HCA). The district will pay the employer contributions to the HCA for SEBB insurance coverage for all eligible employees and their dependents as mandated by state laws and the rules promulgated by the HCA.

When a staff member is on leave and the staff member's accumulated paid leave has been exhausted, the district shall notify the staff member that the medical insurance benefits are exhausted and the premium is due. The district shall accept the premium from the staff member and remit it to the carrier each month during the term of an approved leave of absence.

In compliance with COBRA (Consolidated Omnibus Budget Reconciliation Act), the district will offer continuing health care coverage on a self-pay basis to staff members and their dependents following termination (for reasons other than gross misconduct), a reduction in hours, retirement, death, or loss of coverage eligibility to the dependent. These health benefits will be identical to the coverage offered to full-time staff members. For terminated or reduced-hour staff members, the coverage may last up to 18 months or until they become eligible for other health insurance, whichever is earlier. In the event of the staff member's retirement, divorce, separation or death, or loss of dependent eligibility the coverage may last up to 36 months for the staff member and/or qualified beneficiary. The full policy premium will be paid by the staff member or the beneficiary to the district.

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Cross Reference	Board Policy	2151	Interscholastic Activities
		5321	Sick Leave
		6535	Student Insurance
		6500	Risk Management



Legal References	RCW	4.24.470	Liability of officials and members of governing body of public agency
		4.96.010	Tortious conduct of political sub-division-- Liability for damages
		28A.320.060	Officers, employees or agents of school districts or educational service district's insurance to protect and hold personally harmless
		28A.320.100	Actions against officers, employees or agents school districts--Defense, costs, fees--Payment of obligation
		28A.335.010	School buildings, maintenance, furnishing and insuring
		28A.400.350	Liability, life, health, healthcare, accident, disability and salary insurance authorized— Premiums
		28A.400.370	Mandatory insurance protection for employees
		41.50.160	Restoration of withdrawn contributions by annual installment
		50.20.050	Disqualification for leaving work voluntarily without good cause
		50.44.030(3)	Insurance pools
		50.44.050	Benefits payable, terms and conditions
		<u>51.32.090</u>	<u>Temporary total disability — Partial restoration of earning power — Return to available work — When employer continues wages — Limitations</u>
	WAC	296-15	Workman's compensation self-insurance
	29 U.S.C.		§§1161-1168 A Consolidated Omnibus Budget Reconciliation Act

Adoption Date: 05/02/00  
 Revised: 02/15/05; \_\_\_\_\_

# **Title I, Part C. School Nursing Corp Migrant Nurse Case Manager Memorandum of Understanding**

## **Purpose**

The purpose of this memorandum of understanding (hereafter referred to as MOU) is to establish mutual understanding among participating Title I, Part C. funded school districts (hereafter referred to as consortium partners), the Washington State Migrant Education Program (MEP), and the School Nurse Corp (SNC) concerning their respective roles and responsibilities for the delivery of supplemental School Nurse Corp Migrant Nurse Case Manager supports and services.

This agreement establishes joint processes and procedures for the successful delivery of supplemental nursing supports and services to support migrant eligible students who are experiencing ongoing and/ or unresolved health problems that may be interfering with their ability to engage academically.

## **Duties of Parties**

### **SNC Migrant Nurse Case Manager Responsibilities:**

Provide supplemental intensive, one-on-one nursing support services (including evening, nights, weekends, or summer MEP programming) to MEP eligible youth to address the combined health, attendance, and academic needs of students to improve student health and academic status. The MEP NURSE CASE MANAGER responsibilities include:

1. Provide parent workshops and attend migrant family events, including back to school events, family nights, that pertain to health topics (i.e. mental health, childhood obesity, worker safety, community resources, hygiene, dental, vaccines, etc.).
2. Collaborate with district administrators, teachers and school staff, including 504 planners, school nurses, health services staff and counselors, to identify migrant students in need of service- including migrant students with high absenteeism and chronic tardiness.
3. Identify student and family health needs (physical, social-emotional-behavioral, and other).
4. Prioritize students and develop a caseload of 30 – 50 students- in alignment with the Priority for Service Guidance (attachment A).
5. Communicate and collaborate with students, families and district staff regarding student needs and migrant health services.
6. Coordinate with community resources as appropriate for student care- including filling the requirements for the migrant physical exams, immunizations, sports physicals, etc. to support engagement in academic activities.
7. Document MEP NURSE CASE MANAGER data related to student assessment and interventions in case log.

8. Meet with district principal, school nurse and school counselor on as needed basis, at least quarterly, for communication and collaboration regarding MEP NURSE CASE MANAGER students and OSPI.
9. Attend meetings with the Migrant Education Health Program Supervisor as required and trainings as appropriate for enhancing MEP NURSE CASE MANAGER skills and knowledge.
10. Participate in reporting and data collection efforts as required by OSPI.

### **Consortium Partners Responsibilities:**

Consortium partner(s) shall provide in-school building support to the delegated SNC Migrant Nurse Case Manager, including the following:

1. Provide office space where confidential communications (in person and by phone) can occur in privacy.
2. Facilitate access to electronic and hard copy student health, academic, and attendance records as needed.
3. Provide administrative consultation to identify eligible students and periodic meetings to keep administrators informed of student assessments, planned interventions and student outcomes.
4. Offer clerical and teaching staff assistance in the assessment process and to provide information about students as part of ongoing monitoring of student health, attendance and behavior and for assistance with student schedules and excused class breaks during testing sessions.
5. Provide the necessary office equipment required for the delivery of SNC services, minimally to include computer, phone, and access to copy, fax and student records.
6. Provide access to interpreter services as needed for communication with family and/or student.
7. Facilitate the availability of consortium partners personnel (administrators, etc.), if needed, to support the SNC Migrant Nurse Case Manager in the delivery of services during home visits.
8. Ensure referrals submitted to the MEP Nurse Case Manager will include written documentation on procured or attempted acquisition of existing state of federal resources available to eligible migratory youth prior to ensure supplemental use of funds as required.
9. If the model proves valuable and if financially feasible, Consortium partners agree to support the Educational Service District agent financially to keep the SNC Migrant Nurse Case Manager services sustainable as the subgrant allocation decreases to allow the continuation of services as indicated above. At the end of each school year Consortium participants will review the total number of Migrant students in all partner districts and agree upon a related percentage of the position that they will financially support related to their own Migrant Student numbers percentage of the overall partner Migrant Student numbers. A written amendment shall be made to this agreement to incorporate any change in funding.

And the consortium partners shall maintain responsibility for:

10. The provision of school nursing services to students and to implement the laws governing district function. Acceptance of MEP NURSE CASE MANAGER services does not relieve the district of its legal obligations.
11. Implementation of health care plans as developed by the consortium partners (or School's) school nurse and care of students and treatment of acute illness and/or injury.
12. Communicating of any student status changes (e.g., suspension, expulsion, transfer) with MEP NURSE CASE MANAGER.

### **Contractor Responsibilities:**

1. Must meet legal and fiscal requirements, including submission of proper receipts and other documentation, as stipulated by the Title I, Part C. assurances K5 and H6, in a timely fashion in order to receive the subgrant allocation earmarked for the goods and services provided under this agreement.
2. Agrees to the use of funds as outlined in the agreement.
3. Shall be responsible for the supervision of the SNC Migrant Nurse Case Manager, in accordance with their employee evaluation guidelines and/ or requirements.
4. Shall ensure all participating consortium partners receive appropriate nursing services according to Washington State law and the mutually agreed formula for time and effort.
5. Provide direct supervision of program directives, consultation, and technical assistance for SNC Migrant Nurse Case Manager and consortium partners administrators.
6. Provide staff development opportunities, training, and guidance for SNC Migrant Nurse Case Manager.
7. Re-evaluate this agreement periodically throughout the school year and notify OSPI's Migrant Education Health Program Supervisory if any funding or staffing awards must be re-assigned. Any assignments that amend this agreement shall be in writing and initialed by both parties.

### **Funding**

OSPI shall use Title I, Part C. grant allocation funds to support the SNC Migrant Nurse Case Manager services. At OSPI's discretion, some consortia partners may be offered an additional subgrant allocation to support SNC Migrant Nurse Case Manager services, beginning September 1, 2024. The first year of this agreement OSPI shall fund 2.0 FTE SNC Migrant Nurse Case Manager services in full, not exceeding \$419,073 in negotiated projected costs.

Funding may increase or decrease based on the changing needs or decisions of OSPI. Failure to adhere to the outlined responsibilities and deliverables due to negligence may result in monetary responsibility to the district as fiscal agent and termination of agreement.

### **Duration**

Pending the availability of funds the agreement will be renewed annually for a period of five (5) years. An extension on the 5-year agreement is solely up OSPI's discretion pending the availability of funds, needs, and overall performance by the consortium partners mutually agreed targeted objectives.

**Procedures for Modification and Termination**

- Agreement may be modified, revised, extended, or renewed by mutual written consent of all parties. Submission of a revised agreement requires a program amendment to be submitted to the state supervisor.

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**Aberdeen School District**

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Signature \_\_\_\_\_ Title \_\_\_\_\_

---

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**OSPI Review:**

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Approved by \_\_\_\_\_ Date \_\_\_\_\_



DATE: June 12, 2024

TO: Jeffrey Thake, Ed. D, Superintendent  
Aberdeen School District

FROM: Erin Wick  
Director, Behavioral Health and Integrated Student Support Capital Region ESD 113  
Phone: 360.464.6849  
Email: ewick@esd113.org

RE: 2024-25 Aberdeen SD - Student Assistance Service Agreement

This letter is to confirm Miller Jr. High School's participation in ESD 113 True North Student Assistance programming for the 2024-25 school year. The cost share for your district will be \$16,500, which provides comprehensive Student Assistance services at Miller Jr High.

Please feel free to speak directly with me if you have questions about the True North services in your district this year.

Included with this letter is an interlocal agreement. Please sign the agreement as soon as possible.

ESD 113 will invoice your district one time in September 2024 for the full amount of the agreement. Please contact Chris Chitwood, 360-464-6874 or [cchitwood@esd113.org](mailto:cchitwood@esd113.org) for questions about the invoice.

<b>Contract #</b>	<b>6105-IA-02103</b>
<b>Title</b>	<b>2024-25 -Aberdeen School District (Miller Jr High)- Student Assistance Service Agreement</b>

**Contract for services provided by Capital Region ESD 113 dated this 12 day of June, 2024 between:**

**CAPITAL REGION ESD 113 (ESD 113)**  
6005 Tye Drive SW · Tumwater, WA 98512  
AND  
**ABERDEEN SCHOOL DISTRICT (MILLER JR HIGH) (SCHOOL DISTRICT)**  
216 North G Street · Aberdeen, WA 98520

In consideration of the promises and conditions contained herein, ESD 113 and Agency do mutually agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to provide integrated Student Assistance Program services that respond to risk factors that exist within the school and community environment; and by coordinating efforts between the Student Assistance Program, the School District and other Human Services agencies that improve student success.

**II. RESPONSIBILITIES OF ABERDEEN SCHOOL DISTRICT (School District)**

In accordance with this Contract the District shall:

1. Participate in the Healthy Youth Survey grades 6<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, and 12<sup>th</sup> as administered every two years.
2. Issue a Purchase Order to ESD 113 Student Assistance Program in the amount of \$ 16,500 for Student Assistance Program services.
3. Upon receipt of invoice from ESD 113, remit amount set forth above.
4. Ensure School District staff who directly engage with the Student Assistance Professional for the purposes of referral or program implementation hold all information and data relating to a client’s behavioral health treatment and affiliation to the ESD’s SAP program services as confidential in accordance with CFR 42 Part 2, as well as by any state or county statues governing confidentiality. This includes redisclosure of said information to third parties.
5. Provide district level representation on the Student Support Advisory Committee for the purpose of comprehensive planning, resource allocation, and program development.
6. School Principal or designee agrees to participate fully in the school-community coalition (attending meetings monthly) – CPWI sites only
7. Aberdeen School District designated administrator will support the True North Student Assistance Services by:
  - Providing confidential space, locking file cabinet, internet access, and telephone for the Student Assistance Program staff within each district building (in-kind match).
  - Arranging time twice annually for Student Assistance Program staff to present at faculty meeting(s) to disseminate information about the program.
  - Meeting with the Student Assistance Program staff monthly or more often to review schedule of planned events and assist with logistic of planning events.
  - Working with ESD 113 Student Assistance Program staff to support staff development training and evaluation activities (i.e. interviews, surveys and data related to student failing grades).
  - Ensuring student referral process, and student assistance teams (both student lead prevention club and faculty-community prevention partnerships) are operating.

8. Work with ESD 113 Student Assistance Program staff to implement the Student Assistance Program Services as defined in the program manual by:
  - Allowing release time for student 1-1 counseling support, behavioral health evaluations, alcohol and other drug screenings, and support groups.
  - Review and allow classroom prevention and mental health promotion presentations as needed.
  - Provide a point of contact for students and their families to coordinate appointments, counseling sessions, and general program information to students, families, and community.
  - Assist parents and students concerned about mental health or substance abuse problems and refer to appropriate True North staff for screening and/or referral to appropriate level of care.
  - Support and comply with all policies and procedures outlined in the Student Assistance Program manuals for the delivery of services.
9. Provide input into the evaluation of the ESD 113 counseling staff and program.

### **III. RESPONSIBILITY OF CAPITAL REGION ESD 113 (ESD 113)**

In accordance with this Agreement, ESD 113 shall:

1. Serve as lead agency for addressing the provision of comprehensive behavioral health services, (if available by contract), to students attending the School District.
2. Ensure satisfactory completion and participation with Office of Superintendent of Public Instruction, Division of Behavioral Health and Recovery, and County mandated statistical gathering forms, as well as other forms necessary by appropriate agency.
3. Assist parents and students concerned about mental health or substance abuse problems in becoming aware of and being referred to appropriate staff and or community resources.
4. Employ Student Assistance Navigators or Professionals/Trainees to work in the School District to provide comprehensive behavioral health services or support within the School District as determined by the parties for School Year 2024-25.
5. Pay all necessary salary and benefits including Workers Compensation for the Student Assistance Professional employed by ESD 113 to work in The School District.
6. Provide adequate supervision and support of all ESD Student Assistance staff to ensure high quality programming.
7. Ensure that Student Assistance Program staff follow all established ESD 113 and True North policies, procedures, job descriptions, and guidelines for the Student Assistance Program.
8. Coordinate all activities which include:
  - Providing professional development course offerings related to behavioral health prevention and intervention,
  - Assisting with needs assessment data review planning and development as part of school improvement planning.



**IV. GENERAL TERMS**

Services to be provided here under will begin September 2024 for the school year and be completed by August 2025. Services provided by the ESD 113 counseling staff will be based on the True North Program Model and may or may not include the following:

**Screening/Assessments** – In-depth profile which includes alcohol/drug history, family use and addiction history, legal involvement, school and peer relationships, medical and emotional issues. Information is gathered during a face-to-face interview and from diagnostic tools. Results and recommendations are then given to the youth and appropriate individuals with a release of information that is signed by the youth or parent of the youth if the child is under the age of 13.

**Substance Abuse Education and Mental Health Promotion** –Group sessions are designed to provide an opportunity to explore personal chemical involvement, develop an understanding the disease concept, the signs of progression and develop a commitment to abstinence. Other substance abuse education and mental health promotion activities will be provided by the SAP as appropriate, both school-wide and classroom based.

**Individual Counseling** – Counselors meet with the adolescent on an individual basis to work on attaining goals described in the Individual Service Plan.

**Group Therapy**– Utilizing the group process, services are provided to an individual in a group setting to assist the individual in attaining goals described in the individual service plan. Each group is limited to 12 participants with a single student assistance professional.

**Family Counseling** – Family therapy services are services provided for the direct benefit of the individual client with family members and/or other relevant persons in attendance. The individual client may or may not be present for the session.

**Case Management** – A service provided for those adolescents involved in multiple systems that are in need of more intensive monitoring and case planning.

**V. TERM OF THE CONTRACT**

The initial term start of this Contract is 09/01/2024 through 8/31/2025.

Auto-renewing? NO

**VI. PAYMENT PROVISIONS**

For satisfactory performance of the work as set forth in the “Responsibilities of Capital Region ESD 113”; the Agency shall pay **\$16,500 (sixteen thousand five hundred dollars) for 2024-25 school year.**

Capital Region ESD 113 shall submit properly computed invoices to the district INVOICE INTERVALS.

**SIGNATURES**

In witness whereof, Capital Region ESD 113 and the Agency certify that they have read, understand, and executed this entire agreement.

\_\_\_\_\_ Date \_\_\_\_\_  
*Capital Region ESD 113 Authorized Signor*

\_\_\_\_\_ Date \_\_\_\_\_  
*School District Signature*

*Original copy to be signed, returned to Capital Region ESD 113, and approved by its designee prior to the commencement of services.*

*Traci Sandstrom*

8/26/2024

**CAPITAL REGION ESD 113  
INTERLOCAL AGREEMENT AR  
FORM 6212-IA  
Page 4 of 4**

**AUTHORITY**

This agreement between Capital Region ESD 113 and AGENCY, is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035

The provisions of educational, instructional or specialized services in accordance with this Agreement shall improve student learning or achievement.

A separate legal entity is not being created. Capital Region ESD 113 shall administer the joint undertaking described in the terms of this Agreement.

**PAYMENTS**

The Agency or its designee determines that the services or goods provided by Capital Region ESD 113 are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld.

Interim payments during the contract are allowed as specified. Any date specified herein for payment(s) shall be considered extended as necessary to process and deliver a warrant for the amount(s). Such extension will be not greater than thirty (30) days following completion of the service and receipt of an appropriate invoice, whichever occurs later.

**INDEMNIFICATION**

The Agency or its designee indemnifies and shall defend and hold Capital Region ESD 113, its employees, agents and representatives, harmless from and against all third-party claims, actions, liens, suits or proceedings asserted against Capital Region ESD 113 that are related to the Agency's obligations or performance under this Contract. The Agency shall timely reimburse Capital Region ESD 113 for all costs, expenses, damages, losses, liabilities or obligations, including reasonable attorney's fees, incurred by Capital Region ESD 113 as a result of such third-party claims, actions, liens, suits or proceedings.

**DISPUTES**

Notice of potential disputes between the Agency and Capital Region ESD 113 on the interpretation of the content of this contract or any appendices must be served in writing to the other party to this contract. There shall be an attempt to resolve the dispute, but if resolution is not possible, each party shall submit their position and supporting documentation to Capital Region ESD 113 Board of Directors, whose decision shall be final.

**TERMINATION**

This agreement may be terminated by Capital Region ESD 113 or any designee thereof at any time, with or without reason, upon written notification thereof to the Agency. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered and received by Agency as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein in the absence of proof of actual delivery to and receipt by Agency by mail or other means at an earlier date and/or time.

In the event of termination by Capital Region ESD 113, Agency shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination, and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the agreement.

**VERBAL AGREEMENTS**

This written agreement constitutes the mutual agreement of Agency and Capital Region ESD 113 in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, shall be binding unless such amendments have been mutually agreed to in writing.

**APPLICABLE LAW**


This agreement shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Thurston County, Washington. Agency shall comply, where applicable, with the Agency Work Hours and Safety Standards Act and any other applicable federal and state statutes, rules and regulations.

**CONTRACTOR'S SIGNATURE**

Agency and/or Agency's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Agency so identified to the foregoing agreement, and under penalty of perjury certifies the federal identification number or social security number provided is correct.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY**

If federal funds are the basis for this agreement, Capital Region ESD 113 certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

<b>ESD 113 PROGRAM MANAGER</b> Erin Wick	<b>PROGRAM ACCOUNT CODE</b> 2010-81-0000-0000-0000
<b>BILLING RESPONSIBILITY</b>	<input checked="" type="checkbox"/> PROGRAM (Program will be responsible for notifying Business Office when work is ready to be invoiced.) <span style="float: right;">EU</span> <input type="checkbox"/> BUSINESS OFFICE (Contract will be billed exactly as written in section V. PAYMENT PROVISIONS)
<b>BOARD NOTIFICATION</b> If contract/consortium is over \$50,000, summary sent to ESD Contracts Office.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A
<b>AGENCY CONTACT NAME:</b> Jeffrey Thake, Ed.D	<b>EMAIL:</b> JTHAKE@ASD5.ORG
<b>AUTHORIZED SIGNOR NAME:</b> JEFFREY THAKE, ED.D	<b>EMAIL:</b> JTHAKE@ASD5.ORG
<b>CONTRACT OFFICE APPROVAL</b> – In accordance with Capital Region ESD 113 Contract Procedure 6212-P	
 Contract Office Approval	



**Educational Service District 113**  
**My Partner for Learning Solutions**

**QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT**

**BETWEEN**

**CAPITAL REGION EDUCATIONAL SERVICE DISTRICT 113**

**TRUE NORTH—STUDENT ASSISTANCE & TREATMENT SERVICES**

**AND**

**Aberdeen School District**

This Qualified Service Organization/Business Associate Agreement (“Agreement”) is entered into as of 9/1/2024 (“Effective Date”) by and between Educational Service District 113 (CRESD113) True North—Student Assistance and Treatment Services (“Capital Region ESD 113”) and Aberdeen School District (“Contractor”), collectively referred to herein as the “Parties” and each is individually referred to as a “Party.”

WHEREAS, CRESD 113, True North—Student Assistance and Treatment Services is a Covered Entity as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Rule at 45 CFR § 160.103;

WHEREAS, Capital Region ESD 113 operates a federally assisted Part 2 Program that must comply with the federal Confidentiality of Substance Use Disorder Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”);

WHEREAS, Capital Region ESD 113 has contracted with Contractor to provide it with certain services and functions as described in the Underlying Services Agreement which involve disclosure of protected health information (“PHI”) to Contractor or for which Contractor shall create, receive, maintain or transmit PHI on behalf of Capital Region ESD 113;

WHEREAS, in providing such services and functions and receiving, creating, maintaining or transmitting PHI, Contractor is Capital Region ESD 113’s Business Associate as that term is defined in the HIPAA Privacy Rule at 45 CFR § 160.103 and is a Qualified Service Organization as that term is defined in Part 2 at 42 CFR § 2.11;

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI disclosed to and/or by Contractor pursuant to this Agreement and the Underlying Services Agreement (if applicable) in compliance with applicable federal laws and regulations, including HIPAA and the Privacy, Security, Breach Notification, and Enforcement Rules promulgated by the U.S. Department of Health and Human Services and found at 45 CFR Part 160 and Part 164 (the “HIPAA Regulations”); the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), enacted under Title XIII of the American Recovery and Reinvestment Act, Public Law 111-005 and the regulations promulgated thereunder (collectively referred to as the “HIPAA Rules” for the purposes of this Agreement); the federal Confidentiality of Substance Use Disorder Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”); and applicable state laws and regulations;

WHEREAS, pursuant to the HIPAA Rules and Part 2, Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, the Parties wish to enter into this Agreement to comply with the requirements of the HIPAA Rules and Part 2.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS**

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined by the HIPAA Rules and/or by Part 2 as in effect or as amended from time to time.
- 1.1.1 “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.
- 1.1.2 “Notice” shall mean the notice required by 45 CFR §§ 164.404, 164.406, and 164.408, as applicable.
- 1.1.3 “Protected Health Information” or “PHI” shall have the same meaning as “protected health information” at 45 CFR § 160.103 and shall include patient identifying information protected by Part 2.
- 1.1.4 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160, Subpart A, and Part 164, Subpart E.
- 1.1.5 “Secretary” shall mean the Secretary of the Department of Health and Human Services or their designee.
- 1.1.6 “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR § 164.304, limited to incidents that involve or affect Contractor’s information systems that contain Capital Region ESD 113’s electronic PHI.
- 1.1.7 “Unsecured Protected Health Information” (or “Unsecured PHI”) shall have the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402.

**ARTICLE II  
PERMITTED USES AND DISCLOSURES**

- 2.1 All PHI that is created by or received from Capital Region ESD 113 and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display, by Capital Region ESD 113 or its operating units to Contractor, or is created or received by Contractor on Capital Region ESD 113’s behalf, shall be subject to this Agreement.
- 2.2 Except as otherwise limited in this Agreement and the Underlying Services Agreement (if applicable), Contractor may use or disclose PHI on behalf of, or to provide services to, Capital Region ESD 113 for the following specific purposes: statistical analysis, data management, report writing, care coordination, and consultation services.
- 2.3 Except as otherwise limited in this Agreement and the Underlying Services Agreement (if applicable), Contractor may also use PHI as follows:
- a. For the proper management and administration of Contractor
  - b. To carry out the legal responsibilities of Contractor
  - c. To provide data aggregation services relating to certain health care operations of Capital Region ESD 113
- 2.3 Contractor may not use or disclose PHI if such use or disclosure would be a violation of the HIPAA Rules if done by Capital Region ESD 113.

- 2.4 Vender shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purposes of the request, use or disclosure as permitted in this Agreement or the Underlying Services Agreement.
- 2.5 With regard to the privacy and security of the PHI, the provisions of this Agreement shall prevail over any provisions in the Underlying Services Agreement (if applicable) or any other agreements between the Parties that may conflict or appear inconsistent with any provision in this Agreement. This Agreement supersedes any previous Business Associate Agreement or Qualified Service Organization Agreement signed by the Parties. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with HIPAA and Part 2.
- 2.6 Contractor agrees it will not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Contractor may not use or disclose PHI if such use or disclosure would be a violation of other applicable law.
- 2.7 Contractor acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any PHI received from Capital Region ESD 113 identifying or otherwise relating to the patients of Capital Region ESD 113, it is fully bound by the provisions of Part 2.

### **ARTICLE III**

#### **RESPONSIBILITIES OF QUALIFIED SERVICE ORGANIZATION/BUSINESSASSOCIATE**

- 3.1 Safeguards. Contractor agrees to use appropriate safeguards and comply with 45 CFR Part 164, Subpart C and 42 CFR § 2.16 to prevent use or disclosure of PHI other than as permitted by this Agreement and the Underlying Services Agreement (if applicable).
- 3.2 Reporting Improper Uses and Disclosures. Contractor shall report to Capital Region ESD 113 by contacting Privacy Officer by telephone at 360-464-6874 and in writing via mail to Privacy Officer- Chris Chitwood at 6005 Tye Dr SW Tumwater WA, 98512 any use or disclosure of PHI not permitted by this Agreement of which it becomes aware, including potential Breaches of Unsecured PHI as required at 45 CFR § 164.410, and any successful Security Incident of which it becomes aware. This reporting shall occur within 48 hours of discovery of the potential Breach or other inappropriate use or disclosure of PHI. The parties acknowledge and agree, however, that this Section constitutes notice by Contractor to Capital Region ESD 113 of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents for which no further notice to Capital Region ESD 113 shall be required. Such unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Capital Region ESD 113's electronic PHI.
- 3.3 Breach of Unsecured PHI.
  - 3.3.1 A potential Breach of Unsecured PHI by Contractor shall be determined to be discovered on the first date that Contractor knows of the potential Breach or, by exercising reasonable diligence, would have known of the potential Breach.
  - 3.3.2 Within a time period to be determined by Capital Region ESD 113, but in no case later than five (5) days, Contractor shall notify Capital Region ESD 113's Privacy Officer – Chris Chitwood in writing via 6005 Tye Dr SW Tumwater WA 98512 of any potential Breach, which shall include the following information, to the extent possible:
    - a. A brief description of what happened, including the date of the potential Breach and the date of the discovery of the potential Breach;
    - b. A description of the type of Unsecured PHI involved;
    - c. The name of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed;

- d. Any steps that Individuals should take to protect themselves from potential harm; and
  - e. A brief description of what Contractor is doing to investigate the potential Breach, to mitigate harm to Individuals, and to protect against further potential Breaches.
- 3.3.3 Contractor agrees that Capital Region ESD 113 will, in its sole discretion, determine whether a Breach has occurred following its completion of a risk assessment as described at 45 CFR § 164.402.
- 3.3.4 Capital Region ESD 113 reserves the right to oversee the Notice process for Breaches caused by Contractor. Capital Region ESD 113 also reserves the right to require Contractor to provide the required Notices to affected individuals (as required by 45 CFR § 164.404), to the media (as required under 45 CFR § 164.406) and/or to the Secretary (as required under 45 CFR § 164.408).
- a. In the event that Capital Region ESD 113 provides the required Notices, Capital Region ESD 113 reserves the right to be reimbursed by Contractor for reasonable costs related to providing such Notices.
  - b. In the event that Contractor is to provide the Notice required by 45 CFR § 164.404 but does not have all necessary information to fulfill the Notice obligations, Contractor shall notify Capital Region ESD 113 of the needed information within ten (10) days of the Breach determination. The request shall be detailed and inform Capital Region ESD 113 of the specific information necessary for Contractor to comply with the Notice provisions of 45 CFR § 164.404. Capital Region ESD 113 will provide the requested information to Contractor within ten (10) days of receipt of Contractor's request.
- 3.4 Mitigation. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use, disclosure or Breach of PHI by Contractor in violation of the requirements of this Agreement. To the extent Contractor is responsible for a Breach or Security Incident, Contractor shall be obligated for the costs associate with mitigating the Breach.
- 3.5 Agents and Subcontractors. In the event that Contractor is permitted by law to provide PHI to an agent or subcontractor, Contractor agrees to ensure that any agent or subcontractor that creates, receives, maintains or transmits PHI received from, or created or received by Contractor on behalf of Capital Region ESD 113, agrees, in writing, to the same restrictions, conditions and requirements that apply under this Agreement to Contractor with respect to such PHI.
- 3.6 Right of Access. Contractor agrees to make PHI available to Capital Region ESD 113 or to an individual as directed by Capital Region ESD 113 in accordance with the access of individuals to PHI set forth in 45 CFR § 164.524 in a time and in a manner that are mutually agreeable to the Parties.
- 3.7 Right of Amendment. Contractor agrees to make PHI available for amendment and to incorporate any amendments to PHI as directed or agreed to by Capital Region ESD 113 in accordance with the amendment of PHI as set forth in 45 CFR § 164.526 in a time and manner that are mutually agreeable to the Parties.
- 3.8 Right to Accounting of Disclosures. Contractor agrees to maintain the documentation required to provide an accounting of disclosures of PHI as necessary to satisfy Capital Region ESD 113's obligations under 45 CFR § 164.528. Contractor shall make this information available to Capital Region ESD 113 or to an individual if directed by Capital Region ESD 113 as necessary for Capital Region ESD 113 to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- 3.9 Books and Records. Contractor agrees to make its internal practices, books, and records, including policies and procedures, relating to the privacy and security of PHI, and the use and disclosure of PHI received from, or created or received by Contractor on behalf of Capital Region ESD 113 available to Capital Region ESD 113 in a time and manner that are mutually agreeable to the Parties and to the Secretary for purposes of determining Capital Region ESD 113's compliance with the HIPAA Rules.

- 3.10 Whistleblowers. Contractor may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any person for, in relation to this Agreement, filing a complaint with the Secretary for perceived HIPAA violations; testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing involving a perceived HIPAA violation; or opposing any act or practice made unlawful by HIPAA, provided the person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a prohibited disclosure of Capital Region ESD 113's PHI.
- 3.11 Specific Responsibilities Related to PHI Protected by Part 2. Contractor agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to PHI related to substance use disorder diagnosis, treatment or referral for treatment except as permitted by Part 2.

#### **ARTICLE IV TERM AND TERMINATION**

- 4.1 Term. This Agreement shall become effective on the Effective Date and shall terminate when all of the PHI provided by Capital Region ESD 113 to Contractor, or created or received by Contractor on behalf of Capital Region ESD 113, is destroyed or returned to Capital Region ESD 113, or, if it is infeasible to return or destroy PHI, protections are extended to PHI, in accordance with the termination provisions in Section 4.3 of this Agreement.
- 4.2 Termination by Capital Region ESD 113. Capital Region ESD 113 shall be permitted to immediately terminate this Agreement, and any other agreement between the Parties that involves the use or disclosure of PHI, in the event that Contractor has materially breached this Agreement. In addition, Capital Region ESD 113 may terminate this Agreement without cause upon thirty days written notice to Contractor.
- 4.3 Effect of Termination.
- 4.3.1 Except as provided in 4.3.2, upon termination of this Agreement for any reason, Contractor shall, as directed by Capital Region ESD 113, return or destroy all PHI received from Capital Region ESD 113, or created or received by Contractor on behalf of Capital Region ESD 113. Contractor shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Contractor shall provide Capital Region ESD 113 with written assurances that all PHI associated with this Agreement and the Underlying Services Agreement (if applicable) has been returned or destroyed. The written assurances shall be signed by an executive responsible for the department who returned or destroyed the PHI and shall be given to Capital Region ESD 113 within thirty (30) business days of the termination of this Agreement.
- 4.3.2 In the event Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide Capital Region ESD 113 with written notification of the conditions that make return or destruction infeasible. If Capital Region ESD 113 is in agreement that return or destruction is not feasible, then Contractor shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible, for as long as Contractor maintains such PHI.

**ARTICLE V  
MISCELLANEAOUS**

- 5.1 Indemnification. Contractor shall indemnify and hold Capital Region ESD 113 harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney’s fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement by Contractor.
- 5.2 Regulatory Reference. A reference in this Agreement to a section of HIPAA or Part 2 means the section as in effect or as amended.
- 5.3 Preemption. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the applicable federal confidentiality laws (the HIPAA Rules and Part 2) the federal confidentiality laws shall control. In the event of an inconsistency between the applicable federal confidentiality laws and other applicable confidentiality laws, the more restrictive provisions will control.
- 5.4 Independent Entities. None of the provisions of this Agreement are intended to create, nor shall any be construed to create, any relationship between the Parties other than that of independent entities contracting with each other solely to effectuate the provisions of the Agreement.
- 5.5 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.
- 5.6 Amendments. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Capital Region ESD 113 to comply with the requirements of the HIPAA Rules and Part 2.
- 5.7 No Third-Party Beneficiaries. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third-party.
- 5.8 Survival of Terms. The obligations of Contractor under Article II, III and Section 4.3.2 (if applicable) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and shall continue to bind Contractor, its agent’s employees, contractors, successors, and assigns as set forth herein.
- 5.9 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Capital Region ESD 113 to comply with HIPAA and Part 2.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the month, day and year written below.

\_\_\_\_\_  
 Flip Herndon, Superintendent CR-ESD 113  
*Traci Sandstrom*  
 \_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Date  
 8/26/2024  
 \_\_\_\_\_  
 Date



**Memorandum of Understanding Between  
Behavioral Health Resources and Aberdeen School District  
For the period of August 29, 2024-June 12, 2025**

This Memorandum of Understanding (this "MOU") is offered by Behavioral Health Resources (BHR) to Aberdeen School District.

Whereas, the parties have recognized the opportunity to partner to broaden access of publicly funded mental health services to children who are insured by Medicaid/Apple Health/Provider One and demonstrate medical necessity for mental health treatment under their benefit package provided by Medicaid/Apple Health/Provider One.

1. Duration:
  - a. This MOU is effective for the entirety of the 2024-2025 school year. August 28, 2024-June 12, 2025
  
2. Target Population:
  - a. Students of the Aberdeen School District who are insured by Medicaid/Apple Health/Provider One and who demonstrate medical necessity for mental health treatment as covered by their Medicaid/Apple Health/Provider One benefit.
  - b. Students who are authorized to receive services AND who have signed a BHR Release of Information (unless student is under 13 in which case the student's guardian will have signed one) documenting permission for communication between BHR and the Aberdeen School District personnel regarding treatment planning and progress toward achieving treatment goals.
  
3. Authority:
  - a. BHR offers this service under the license of Community Mental Health Center.
  - b. Services delivered are regulated by section 388 of the Washington Administrative Code.
  
4. Staff Assignment:
  - a. BHR staff will carry caseloads constructed in such a manner as to allow the clinician to maintain scheduled in-school and in-office appointments, access to regular clinical supervision, access to regular psychiatric consultation, access to regular team training opportunities, and complete and submit required documentation on a regular and routine basis. To this end BHR clinicians will only be providing school based services starting August 28, 2024.
  - b. As BHR is fully accountable for these services, BHR will determine the level of staff resources that is available for these services.
  - c. BHR staff assigned to specific schools will comply with all Aberdeen School District Human Resources requirements prior to working in the schools.

- d. Aberdeen School District will communicate with BHR when concerns arise regarding the performance of a school assigned clinician.
  - e. Should staffing challenges occur for BHR, there may be a temporary disruption of services provided at the school until the staffing challenges can be resolved.
5. Services to be provided by the Aberdeen School District:
- a. Access to a space for individual treatment.
  - b. Access to school district internet/Wi-Fi in order to complete treatment plans, progress notes, and crisis documents while on site.
  - c. Access to a printer in order to print documents required to provide to clients.

6. Services to be provided by BHR:

BHR will provide mental health treatment under the guidelines and regulation of WAC 388. BHR staff is available to provide direct face to face client services that are medically necessary and are defined in the "state plan" outline in services contracts with the Great Rivers Behavioral Health Organization (GRBHO). These services are typically face to face in nature and delivered to the client and, when appropriate, the client's family members and natural support system. The frequency and duration of treatment sessions are driven by client need and are typically 30 minutes to one hour in duration. Topics of treatment sessions are driven by the needs and goals that are reflected on the client's individualized treatment plan. These treatment goals are focused on achieving measurable outcomes associated with symptom reduction and other issues directly related to the client's mental health diagnosis.

- a. Intake Assessment to determine eligibility for services funded through the Medicaid Managed Care Organizations serving individuals with Integrated Managed Care Medicaid.
  - b. Development of Individualized Treatment and Crisis Planning Process.
  - c. Delivery of treatment to achieve goals identified during treatment planning process.
  - d. Facilitate reauthorization of services as appropriate upon lapse of authorization period.
7. Record Keeping:
- a. All BHR records will be housed in the BHR Electronic Health Record under BHR policy and procedures.
8. Communication:
- a. All communication between BHR and Aberdeen School District will be guided by applicable federal and state laws including the Health Information Privacy and Portability Act and the Family Educational Rights and Privacy Act.

9. Confidentiality:

In providing services under this MOU, BHR may have access to personally identifiable education records and confidential information regarding District students or staff (collectively referred to as "Confidential Information"). BHR agrees that it and its personnel will maintain the confidentiality of Confidential Information. The use or disclosure of any Confidential Information for any purpose not directly connected to BHR's services under this MOU is strictly prohibited except where required or authorized by law.

10. Independent Contractor:

- a. BHR shall perform all duties pursuant to this MOU as an independent contractor. The District shall not control or supervise the manner in which this MOU is performed, except as expressly provided herein. Nothing in this MOU shall be construed to create a partnership, agency relationship, or employer-employee relationship between the District and BHR or its personnel. Neither party may incur debts or make commitments for the other party.
- b. BHR acknowledges that the Aberdeen School District is not paying Washington State unemployment, industrial insurance, or any other taxes on behalf of BHR or BHR's personnel. BHR shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this MOU.
- c. BHR and its personnel shall not represent itself or themselves as an employee, representative, or spokesperson for the District.

11. Nondiscrimination:

The District is an equal opportunity employer. By entering into this MOU, BHR assures the District that BHR complies with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation including gender expression or identity, age, marital status, veterans' status, disability, or use of a trained guide dog or service animal by a person with a disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under and activity performed pursuant to this MOU.

12. Background Checks:

- a. BHR will perform a record check, including a fingerprint check, through the Washington State Patrol and through the Federal Bureau of Investigation for each employee or agency of BHR before assigning any such employees or agents to work at a District site where students are present.
- b. BHR will complete this record check prior to the commencement of services by any new or existing employee or agent for which said record check has not been completed or for whom said record check is more than two (2) years old. BHR shall pay any costs associated with the record check. BHR shall keep and maintain record check files and make said information available to the District upon request.

- c. BHR shall prohibit any of its employees or agents from working at any District site where students are present if the employee or agency has pled guilty to or been convicted of a felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.35 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction.
- d. Failure to comply with this section shall be grounds for the District to immediately terminate this MOU. Termination based on this section shall supersede any other termination clause in this MOU.

13. Licenses, Permits, and Warranty:

BHR warrants that it has the requisite training, skill, and experience necessary to provide the services under this MOU and is appropriately accredited and licensed by all applicable agencies and governmental entities. BHR shall be responsible for maintaining any and all licenses, permits, or other requirements for doing business or providing services under this MOU.

14. Compliance with Law:

BHR agrees to comply with all applicable laws, orders, rules, regulations and ordinances.

15. Indemnification:

The Aberdeen School District agrees to indemnify, hold harmless, and defend BHR, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon BHR because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the Aberdeen School District, its agents or employees.

BHR agrees to indemnify, hold harmless, and at the Aberdeen School District request, defend the Aberdeen School District, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the Aberdeen School District because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of BHR, its agents or employees.

16. Termination:

This Memorandum of Understanding may be terminated by either party without cause with a 30 day written notice.





**ABERDEEN SCHOOL DISTRICT  
216 NORTH G STREET  
ABERDEEN, WASHINGTON**

**SPECIAL SERVICES CONTRACT**

In consideration of the promises and conditions contained herein, Aberdeen School District (the "District") and Lakeview Speech Therapy, LLC (the "Provider") mutually agree as follows:

1. **Services.** The District hereby contracts with the Provider to perform the services identified in paragraph 2 hereof.
2. **Description of Services:**
  - (a) Speech Language Pathology Services for the 2024-25 school year and/or extended school year as needed.
  - (b) Such other related services as the District may request. Said services shall be provided in a manner consistent with the accepted practices for other similar services, performed to the District's satisfaction, within the time period prescribed by the District.
3. **Insurance.** Contracting agency or individual will maintain (at its expense), a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence covering acts or omissions and general liability which may give rise to liability for services under this Agreement. Provider shall provide a certificate of insurance evidencing such coverage upon request by the District. Provider will provide the District with assurance of this insurance coverage in writing before commencement of services under this Contract. Provider will notify the District within three (3) days in the event of cancellation or modification of such insurance. Provider's failure to maintain such insurance policies shall be grounds for the District's immediate termination of this Contract. The provisions of this paragraph shall survive the expiration or termination of this Contract for cause with respect to any event occurring prior to such expiration or termination.
4. **Certification and Licensing Requirements.** Provider warrants that all individuals providing services under this Agreement ("Service Providers") meet applicable licensing and certification requirements. Provider must obtain and provide evidence to the District of current appropriate state certification and licensure at least 30 days prior to the beginning of each school year. Providers should have or be able to obtain an NPI number.
5. **Background Checks.** Pursuant to RCW 28A. 400. 303, any Service Providers under this Contract shall be required to have successfully completed a criminal history record check through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-834 and RCW 10.97.030-050, and through the Federal Bureau of Investigation prior to providing any services under this Agreement. Provider will be responsible for securing these criminal history record checks and payment of all costs for obtaining such background checks. Results of the background checks must be made available to the District prior to a Service Provider providing services to the District.
6. **Prohibited Employment.** The nature of the work performed under this Contract involves services provided to children and disabled adults. Therefore, no assigned Service Provider shall have pled guilty or been convicted of any felony crime specified under RCW 28A.400.322. Any failure to comply with this paragraph shall be grounds for immediate termination of this Contract for cause.



7. **Failure to Report.** Service Providers will inform Provider and the District of any inability to provide services no later than one (1) hour prior to reporting time. The District will notify Provider as soon as possible should any Service Provider assigned to the District fail to report to work as scheduled. Provider shall be responsible for providing substitute coverage without a lapse in service to the District for Service Providers who are absent for more than 5 consecutive days.

8. **Contemporaneous Log of Service Time.** Each Service Provider shall complete a log of the names (or initials) of the students served and the amount of time for each student. Any deviation from the amount of service time shall be noted and explained. Such log shall be submitted weekly (or monthly as agreed upon) via email to the District's Special Education Director.

9. **Record Access.** Provider and Service Providers shall be responsible for maintaining and securing any records or logs necessary to justify, support, and document the services provided under this Contract. Provider shall retain such records for not less than the period prescribed by law. All duly authorized auditors of Provider and the District shall have access to examine said records.

10. **Confidentiality.** In providing services under this Contract, Provider and Service Providers may have access to personally identifiable education records and confidential information regarding District students, parents/guardians, or staff (collectively referred to as "Confidential Information"). Provider agrees that it and its Service Providers will maintain the confidentiality of Confidential Information. The use or disclosure of any Confidential Information for any purpose not directly connected to Provider's services under this Contract is strictly prohibited except where required or authorized by law.

Provider and Service Providers agree to maintain the confidentiality of student records and provide access to the parents/guardians and students of such records in accordance with the Family Education Rights and Privacy Act (FERPA) and the Health Information Privacy and Accountability Act (HIPAA).

11. **Independent Contractor.** The Provider shall perform all duties pursuant to this Contract as an independent contractor. The District shall not control or supervise the manner in which this Contract is performed, except as expressly provided herein. Nothing in this Contract shall be construed to create a partnership, agency relationship, or employer-employee relationship between the District and Provider or its personnel. Neither party may incur debts or make commitments for the other party. Provider and its personnel shall not represent himself, herself, or itself as an employee, representative, or spokesperson for the District.

12. **Provider and Service Providers Not Employees of District.** Employees of Provider shall not be entitled to any rights or privileges of District employment. Provider assumes exclusive responsibility for any and all acts or omissions of its agents, officers, or employees. Provider will maintain direct responsibility as the employer of Service Providers for payment of wages, benefits, and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance. Provider acknowledges that the District is not withholding federal income tax or FICA (Social Security) tax from Provider's payment or paying Washington State unemployment, industrial insurance, or any other taxes on behalf of Provider or Provider's personnel. Provider shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

13. **Quality of or Need for Services.** If the District's Special Education Director determines that the services of Provider's personnel is unable to perform or has failed to perform the services required by the District in a manner satisfactory to the District within the first sixty (60) days of service, the Director will communicate any concerns with the Provider. The Provider will work with



the District's Special Education Director to facilitate improvement. If improvement is not made in the noted time period, the District will notify Provider and such assignment will end immediately. The District's obligation to compensate for such Service Provider's services will be limited to the number of hours actually worked.

**14. Orientation.** Provider will cooperate with the District to provide Service Providers with an adequate and timely orientation to the assigned school(s).

**15. Billing, Payment, and Accounting.** Provider will submit invoices to the District's Business Office. Each invoice must identify the District purchase order number. Provider will be paid based on the rate sheet attached as Addendum A. Payment shall be made on a monthly basis after the District's Business Office receives Provider's billing statement in the form specified by the District, which statement shall include the services performed, the dates such services were rendered, and the name(s) and location(s) of the Provider's personnel performing such services. Each such billing statement must be approved before submission to the District's Business Office by the District's Special Education Director.

Invoices must be submitted one (1) time per month by the 5<sup>th</sup> of each month and payments will be made after the second school board meeting of the following month. The District will send all payments to the address printed on acceptable invoices.

Upon request, Provider shall provide to the District with an accounting of services, which shall detail the services performed on each invoice and such other information as the District may reasonably request. Upon request, Provider shall provide the District with access to the books and records related to the services of Provider for inspection, audit, and reproduction.

**16. Nondiscrimination.** By entering into this Contract, Provider assures the District that Provider complies with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation including gender expression or identity, age, marital status, veterans' status, disability, or use of a trained guide dog or service animal by a person with a disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this Contract.

**17. Indemnification and Hold Harmless.** Each party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other party and such other parties officers, directors, employees, agents and contractors (the "Indemnified Parties") from and against any and all liabilities, claims, losses, costs, judgments, penalties, fines, damages and expenses arising from or connected with any act or omissions of the Indemnifying Party, its officers, directors, agents, employees or contractors. Additionally, and notwithstanding the previous sentence, the District shall indemnify the Provider for all costs incurred and associated with any suits or other causes or action brought by an HCP against the District.

**18. Debarment and Suspension.** Provider certifies that to the best of its knowledge and belief, its principals and assigned service providers are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded for the award of contracts by a federal government agency or department. Further, Provider certifies that it is not presently indicted for and has not within three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against it for commission of performing a public transaction or contract. If it is later determined that Provider knowingly rendered an erroneous certification, in addition to any other remedies available to the District, the District may terminate this Contract for cause.



**19. Contract Default.** Provider's failure to provide the services as indicated in this Contract in accordance with the terms and conditions of this Contract will constitute contract default, and, after due written notification, allows the District to terminate the Agreement for cause.

When Provider fails to furnish services in accordance with the terms and conditions of this Contract and the District must purchase replacement services at a price greater than the contract price, the difference may be charged to Provider. The District may exercise this charge as a credit against invoices due Provider.

**20. Termination.** In addition to the District's other rights under this Agreement, the District may terminate this Agreement for cause upon seven (7) days' written notice to Provider should Provider breach any of the terms of this Agreement, in which case the District shall pay Provider for all services performed through the effective date of the termination less any costs incurred by the District resulting from the breach(es). The District may terminate this Agreement for its convenience upon sixty (60) days' written notice to Provider, in which case the District shall pay Provider for all services performed through the effective date of the termination. In the event that earmarked funding is withdrawn, reduced, or limited after the effective date of this contract but prior to completion, the District may terminate the Agreement without the required notice.

**21. Compliance with Rules and Laws.** Provider agrees to comply with all applicable laws, orders, rules, regulations and ordinances of governmental bodies applicable to this Contract as well as applicable District policies and procedures. All services provided will be in accordance with local, state and federal laws and regulations.

**22. Severability.** Each numbered clause of this Contract stands independent of all other numbered clauses. If any clause of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any clause be adjudged invalid, that judgment shall not invalidate the total Contract; only clauses judged invalid shall not be enforced.

**23. Term.** Unless terminated earlier pursuant to provisions stated herein, this Contract shall commence on **September 3, 2024 and shall terminate on July 31, 2025** or the completion of the services identified in paragraph 2 hereof, whichever should first occur. This contract may be renewed annually by the District for up to three additional years.

**24. Assignment.** This Agreement may not be assigned without written authorization by the other party.

**25. Licenses, Permits, and Warranty.** Provider warrants that it and its personnel have the requisite training, skill, and experience necessary to provide the services under this Contract and are appropriately accredited and licensed by all applicable agencies and governmental entities. Provider shall be responsible for maintaining any and all licenses, permits, or other requirements for doing business or providing services under this Contract.

**26. Entire Agreement and Modification.** This written Contract constitutes the entire agreement between Provider and the District. No alterations or variations of the terms of this Contract shall be effective unless reduced to writing and signed by both parties.

**27. Governing Law.** The terms of this Contract shall be governed by the laws of the State of Washington. In the event that a dispute arises under the terms and conditions of this Contract, the parties agree to mediate the dispute prior to taking any formal legal action. In the event that legal

action is commenced to resolve a dispute arising out of this Contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

Executed this 29 day of August, 2024

**ABERDEEN SCHOOL DISTRICT**

**Lakeview Speech Therapy, LLC**

Signature \_\_\_\_\_

Signature Karen Clifton

Superintendent, Lynn Green

Owner, Karen Clifton

Date \_\_\_\_\_

Date 8/29/24



## CONTRACTED EMPLOYEE

This is made part of the Account Services Contract entered by and between Aberdeen School District and the Account identified below.

### PROVIDER PLACEMENT DETAILS:

**Provider Name:** Lakeview Speech Therapy, LLC

**Term:** September 3, 2024-July 31, 2025

**Services Provided:** Speech Language Pathologist      **Hours:** 20 hours/week

### RATE & PAYMENT DETAILS:

**Contracted Employee:** Karen Clifton      **Position:** SLP  
(Example: OT, PT, PTA, SLP, Psychologist)

**Bill Rate:** \$ 95/hour

**Payment:** Invoices submitted by the 5<sup>th</sup> of the month, paid after the 2<sup>nd</sup> Board meeting of the month

### ADDITIONAL INFORMATION:

**Comments:**

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**VENDOR:**

**ABERDEEN SCHOOL DISTRICT**

**By:** Lakeview Speech Therapy, LLC  
Karen Clifton

**By:** \_\_\_\_\_  
Superintendent or Designee

**Date:** 8/29/24

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



**CONTRACTED EMPLOYEE**

This is made part of the Account Services Contract entered by and between Aberdeen School District and the Account identified below.

**PROVIDER PLACEMENT DETAILS:**

**Provider Name:** Lakeview Speech Therapy, LLC

**Term:** September 3, 2024 and shall terminate on July 31, 2025

**Services Provided:** Speech Language Pathologist Assistant      **Hours:** 40 hours/week

**RATE & PAYMENT DETAILS:**

**Contracted Employee:** Kelley Kautzman      **Position:** SLP-A  
(Example: OT, PT, PTA, SLP, Psychologist)

**Bill Rate:** \$ 70/hour

**Payment:** Invoices submitted by the 5<sup>th</sup> of the month, paid after the 2<sup>nd</sup> Board meeting of the month

**ADDITIONAL INFORMATION:**

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_

**VENDOR:**

**ABERDEEN SCHOOL DISTRICT**

**By:** Lakeview Speech Therapy, LLC  
Karen Clifton

**By:** \_\_\_\_\_  
Superintendent or Designee

**Date:** 8/29/24

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





**ABERDEEN SCHOOL DISTRICT  
216 NORTH G STREET  
ABERDEEN, WASHINGTON**

**SPECIAL SERVICES CONTRACT**

In consideration of the promises and conditions contained herein, Aberdeen School District (the “District”) and ProCare Therapy (the “Provider”) mutually agree as follows:

1. **Services.** The District hereby contracts with the Provider to perform the services identified in paragraph 2 hereof.
2. **Description of Services:**
  - (a) Provide School Psychology Services, Occupational Therapy Services, Physical Therapy Services, Speech Language Pathology Services and/or Nursing Services for the 2024-25 school year and/or extended school year as needed.
  - (b) Such other related services as the District may request. Said services shall be provided in a manner consistent with the accepted practices for other similar services, performed to the District’s satisfaction, within the time period prescribed by the District.
3. **Insurance.** Contracting agency or individual will maintain (at its expense), a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence covering acts or omissions and general liability which may give rise to liability for services under this Agreement. Provider shall provide a certificate of insurance evidencing such coverage upon request by the District. Provider will provide the District with assurance of this insurance coverage in writing before commencement of services under this Contract. Provider will notify the District within three (3) days in the event of cancellation or modification of such insurance. Provider’s failure to maintain such insurance policies shall be grounds for the District’s immediate termination of this Contract. The provisions of this paragraph shall survive the expiration or termination of this Contract for cause with respect to any event occurring prior to such expiration or termination.
4. **Certification and Licensing Requirements.** Provider warrants that all individuals providing services under this Agreement (“Service Providers”) meet applicable licensing and certification requirements. Provider must obtain and provide evidence to the District of current appropriate state certification and licensure at least 30 days prior to the beginning of each school year. Providers should have or be able to obtain an NPI number.
5. **Background Checks.** Pursuant to RCW 28A. 400. 303, any Service Providers under this Contract shall be required to have successfully completed a criminal history record check through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-834 and RCW 10.97.030-050, and through the Federal Bureau of Investigation prior to providing any services under this Agreement. Provider will be responsible for securing these criminal history record checks and payment of all costs for obtaining such background checks. Results of the background checks must be made available to the District prior to a Service Provider providing services to the District.
6. **Prohibited Employment.** The nature of the work performed under this Contract involves services provided to children and disabled adults. Therefore, no assigned Service Provider shall have pled guilty or been convicted of any felony crime specified under RCW 28A.400.322. Any failure to comply with this paragraph shall be grounds for immediate termination of this Contract for cause.

7. **Failure to Report.** Service Providers will inform Provider and the District of any inability to provide services no later than one (1) hour prior to reporting time. The District will notify Provider as soon as possible should any Service Provider assigned to the District fail to report to work as scheduled. Provider shall be responsible for providing substitute coverage without a lapse in service to the District for Service Providers who are absent for more than 5 consecutive days.

8. **Contemporaneous Log of Service Time.** Each Service Provider shall complete a log of the names (or initials) of the students served and the amount of time for each student. Any deviation from the amount of service time shall be noted and explained. Such log shall be submitted weekly (or monthly as agreed upon) via email to the District's Special Education Director.

9. **Record Access.** Provider and Service Providers shall be responsible for maintaining and securing any records or logs necessary to justify, support, and document the services provided under this Contract. Provider shall retain such records for not less than the period prescribed by law. All duly authorized auditors of Provider and the District shall have access to examine said records.

10. **Confidentiality.** In providing services under this Contract, Provider and Service Providers may have access to personally identifiable education records and confidential information regarding District students, parents/guardians, or staff (collectively referred to as "Confidential Information"). Provider agrees that it and its Service Providers will maintain the confidentiality of Confidential Information. The use or disclosure of any Confidential Information for any purpose not directly connected to Provider's services under this Contract is strictly prohibited except where required or authorized by law.

Provider and Service Providers agree to maintain the confidentiality of student records and provide access to the parents/guardians and students of such records in accordance with the Family Education Rights and Privacy Act (FERPA) and the Health Information Privacy and Accountability Act (HIPAA).

11. **Independent Contractor.** The Provider shall perform all duties pursuant to this Contract as an independent contractor. The District shall not control or supervise the manner in which this Contract is performed, except as expressly provided herein. Nothing in this Contract shall be construed to create a partnership, agency relationship, or employer-employee relationship between the District and Provider or its personnel. Neither party may incur debts or make commitments for the other party. Provider and its personnel shall not represent himself, herself, or itself as an employee, representative, or spokesperson for the District.

12. **Provider and Service Providers Not Employees of District.** Employees of Provider shall not be entitled to any rights or privileges of District employment. Provider assumes exclusive responsibility for any and all acts or omissions of its agents, officers, or employees. Provider will maintain direct responsibility as the employer of Service Providers for payment of wages, benefits, and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance. Provider acknowledges that the District is not withholding federal income tax or FICA (Social Security) tax from Provider's payment or paying Washington State unemployment, industrial insurance, or any other taxes on behalf of Provider or Provider's personnel. Provider shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

13. **Quality of or Need for Services.** If the District's Special Education Director determines that the services of Provider's personnel is unable to perform or has failed to perform the services required by the District in a manner satisfactory to the District within the first sixty (60) days of service, the Director will communicate any concerns with the Provider. The Provider will work with

the District's Special Education Director to facilitate improvement. If improvement is not made in the noted time period, the District will notify Provider and such assignment will end immediately. The District's obligation to compensate for such Service Provider's services will be limited to the number of hours actually worked.

**14. Orientation.** Provider will cooperate with the District to provide Service Providers with an adequate and timely orientation to the assigned school(s).

**15. Billing, Payment, and Accounting.** Provider will submit invoices to the District's Business Office. Each invoice must identify the District purchase order number. Provider will be paid based on the rate sheet attached as Addendum A. Payment shall be made on a monthly basis after the District's Business Office receives Provider's billing statement in the form specified by the District, which statement shall include the services performed, the dates such services were rendered, and the name(s) and location(s) of the Provider's personnel performing such services. Each such billing statement must be approved before submission to the District's Business Office by the District's Special Education Director.

Invoices must be weekly and payments will be made within thirty (30) days of receipt of invoice. The District will send all payments to the address printed on acceptable invoices.

Upon request, Provider shall provide to the District with an accounting of services, which shall detail the services performed on each invoice and such other information as the District may reasonably request. Upon request, Provider shall provide the District with access to the books and records related to the services of Provider for inspection, audit, and reproduction.

**16. Nondiscrimination.** By entering into this Contract, Provider assures the District that Provider complies with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation including gender expression or identity, age, marital status, veterans' status, disability, or use of a trained guide dog or service animal by a person with a disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this Contract.

**17. Indemnification and Hold Harmless.** Each party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other party and such other parties officers, directors, employees, agents and contractors (the "Indemnified Parties") from and against any and all liabilities, claims, losses, costs, judgments, penalties, fines, damages and expenses arising from or connected with any act or omissions of the Indemnifying Party, its officers, directors, agents, employees or contractors. Additionally, and notwithstanding the previous sentence, the District shall indemnify the Provider for all costs incurred and associated with any suits or other causes or action brought by an HCP against the District.

**18. Debarment and Suspension.** Provider certifies that to the best of its knowledge and belief, its principals and assigned service providers are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded for the award of contracts by a federal government agency or department. Further, Provider certifies that it is not presently indicted for and has not within three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against it for commission of performing a public transaction or contract. If it is later determined that Provider knowingly rendered an erroneous certification, in addition to any other remedies available to the District, the District may terminate this Contract for cause.

**19. Contract Default.** Provider's failure to provide the services as indicated in this Contract in accordance with the terms and conditions of this Contract will constitute contract default, and, after due written notification, allows the District to terminate the Agreement for cause.

When Provider fails to furnish services in accordance with the terms and conditions of this Contract and the District must purchase replacement services at a price greater than the contract price, the difference may be charged to Provider. The District may exercise this charge as a credit against invoices due Provider.

**20. Termination.** In addition to the District's other rights under this Agreement, the District may terminate this Agreement for cause upon thirty (30) days' written notice to Provider should Provider breach any of the terms of this Agreement, in which case the District shall pay Provider for all services performed through the effective date of the termination less any costs incurred by the District resulting from the breach(es). The District and Provider may terminate this Agreement for its convenience upon thirty (30) days' written notice to the other party, in which case the District shall pay Provider for all services performed through the effective date of the termination. In the event that earmarked funding is withdrawn, reduced, or limited after the effective date of this contract but prior to completion, the District may terminate the Agreement without the required notice.

**21. Compliance with Rules and Laws.** Provider agrees to comply with all applicable laws, orders, rules, regulations and ordinances of governmental bodies applicable to this Contract as well as applicable District policies and procedures. All services provided will be in accordance with local, state and federal laws and regulations.

**22. Severability.** Each numbered clause of this Contract stands independent of all other numbered clauses. If any clause of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any clause be adjudged invalid, that judgment shall not invalidate the total Contract; only clauses judged invalid shall not be enforced.

**23. Term.** Unless terminated earlier pursuant to provisions stated herein, this Contract shall commence on **September 4, 2024 and shall terminate on June 13, 2025** or the completion of the services identified in paragraph 2 hereof, whichever should first occur. This contract may be renewed annually by the District for up to three additional years.

**24. Assignment.** This Agreement may not be assigned without written authorization by the other party.

**25. Licenses, Permits, and Warranty.** Provider warrants that it and its personnel have the requisite training, skill, and experience necessary to provide the services under this Contract and are appropriately accredited and licensed by all applicable agencies and governmental entities. Provider shall be responsible for maintaining any and all licenses, permits, or other requirements for doing business or providing services under this Contract.

**26. Entire Agreement and Modification.** This written Contract constitutes the entire agreement between Provider and the District. No alterations or variations of the terms of this Contract shall be effective unless reduced to writing and signed by both parties.

**27. Governing Law.** The terms of this Contract shall be governed by the laws of the State of Washington. In the event that a dispute arises under the terms and conditions of this Contract, the parties agree to mediate the dispute prior to taking any formal legal action. In the event that legal action is commenced to resolve a dispute arising out of this Contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.



**28. 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.

Executed this third day of September, 2024.

**ABERDEEN SCHOOL DISTRICT**

**PROVIDER**

Lynn Green \_\_\_\_\_

By \_\_\_\_\_

Co-superintendent

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**CONTRACTED EMPLOYEE**

This is made part of the Account Services Contract entered by and between Aberdeen School District and the Account identified below.

**PROVIDER PLACEMENT DETAILS:**

**Provider Name:** ProCare Therapy

**Term:** September 4, 2024 – June 13 2025

**Services Provided:** Occupational Therapy

**Hours:** up to 38.75 hours/week

**RATE & PAYMENT DETAILS:**

**Contracted Employee:** Katy Maguire

**Position:** Occupational Therapist

(Example: OT, PT, PTA, SLP, Psychologist)

**Bill Rate:** \$ 85/hour

**Payment:** Invoices submitted by the 5<sup>th</sup> of the month, paid after the 2<sup>nd</sup> Board meeting of the month

**ADDITONAL INFORMATION:**

**Comments:**

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**VENDOR:**

**ABERDEEN SCHOOL DISTRICT**

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

**By:** \_\_\_\_\_  
Superintendent or Designee

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

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

Qty	Description	Manufacturer	Model #	Color or Detail	Condition	Administrator	Building	list
5	teacher desks				mediocre	Ruth Erwin-Svc	Central Park	8/13/2024
9	4 drawer filing cabinets, no locks			tan/grey/brown	mediocre	Ruth Erwin-Svc	Central Park	8/13/2024
1	speaker podium			wood	mediocre	Ruth Erwin-Svc	Central Park	8/13/2024
1	Piano on piano rollers, very old, needs tuning, not worth it			wood	old	Ruth Erwin-Svc	Central Park	8/13/2024
6	tiny metal chairs			blue and red	mediocre	Ruth Erwin-Svc	Central Park	8/13/2024
2	tiny wooden chairs			wood	mediocre	Ruth Erwin-Svc	Central Park	8/13/2024
2	microwaves			white and silver	okay	Ruth Erwin-Svc	Central Park	8/13/2024
2	wall maps				mediocre	Ruth Erwin-Svc	Central Park	8/13/2024
1	plastic storage bins with drawers			pastic	mediocre	Ruth Erwin-Svc	Central Park	8/13/2024
2	student desk/cuby			grey	broken	Ruth Erwin-Svc	Central Park	8/13/2024
1	fabric chair			gray	old	Ruth Erwin-Svc	Central Park	8/13/2024
1	tall leather chair			black	broken	Ruth Erwin-Svc	Central Park	8/13/2024
2	sliding drawer cabinets			plastic/metal	flimsy	Ruth Erwin-Svc	Central Park	8/13/2024
97	Football Jersey's	TAG		Blue and White	poor	John Crabb	AHS	8/14/2024
1	French Horn					John Meers	Miller	8/22/2024
1	CD Player	Sony		Black	Broken	John Meers	Miller	8/22/2024
1	Speaker	Yamaha			Broken	John Meers	Miller	8/22/2024
1	Carpet			Black	Well-used	John Meers	Miller	8/22/2024
2	Long heavy tables			Gray	used	Nani Villarreal	AJ West	8/22/2024

**CERTIFICATED**

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Randy Heckard	McDermoth/Robert Gray	Teacher	08/28/24
Kisa Mullikin	Stevens Elementary	Counselor .8 FTE	TBD
Brigitte Vercoutere	Detention	Teacher	08/28/24

**CHANGE OF ASSIGNMENTS:** We recommend the Board approve the following certificated change of assignments:

<u>Name</u>	<u>Location:</u>	<u>Position To:</u>	<u>Position From:</u>	<u>Effective Date</u>
Lilianna Rayne	Aberdeen High School	.8 FTE	.4 FTE	08/28/24
Tristan Stutesman	Miller Jr. High	1 FTE	.6 FTE	08/28/24

**SUPPLEMENTAL CONTRACTS:** We recommend the Board approve the following supplemental contracts:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Jennifer Clark	District	Additional Support (10 additional days)	2024-25
Jennifer Clark	District	National Board Stipend - Psychologist	2024-25
Judith McBride	District	National Board Stipend - Psychologist	2024-25
Cynthia Mitby	District	National Board Stipend – Occupational Ther	2024-25
Autumn Schreiber	District	National Board Stipend – Psychologist	2024-25

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Troy George	Elementary	Band .5 FTE	2024-25
Erik Peterson	Elementary	Band .5 FTE	2024-25
Ashley Kohlmeier	Aberdeen High School	Social Media Coordinator	2024-25

**LEAVE OF ABSENCE:** We recommend the Board approve the following certificated leave of absence:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Brandi Creviston	Robert Gray Elementary	Teacher	08/28/24-12/20/24

**CLASSIFIED**

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Nicole McDowell	District	Registered Behavior Technician	08/28/24
Alex Velez	District	Registered Behavior Technician	TBD
Sol Gonzalez	HLC/Snug	Student Support Specialist-Bilingual - CYO	08/29/24
Sarah Taylor	Miller Jr. High	Paraeducator	08/28/24
Kimberly Wolfe	Central Park Elementary	Paraeducator – Thrive	TBD
Marisa Hernandez	Robert Gray Elementary	Paraeducator	TBD
Tracy Preston	Stevens Elementary	Paraeducator – CYO	08/28/24

**CHANGE OF ASSIGNMENTS:** We recommend the Board approve the following classified change of assignments:

<u>Name</u>	<u>Position:</u>	<u>Location To:</u>	<u>Location From:</u>	<u>Effective Date</u>
Stephany Murray	Paraeducator	Robert Gray	AJ West	08/28/24
Crystal Sanchez	SFSA	Hopkins/Stevens/CP	Hopkins/HH	08/28/24

**CLASSIFIED (Cont'd)**

**RESIGNATIONS:** We recommend the Board approve the following classified resignations:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Judith Marti	Central Park Elementary	Paraeducator – Thrive	08/21/24
Angela SeaBliss	Robert Gray Elementary	Custodian	08/27/24
Jeff Johnson	Transportation	Bus Driver	08/14/24

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Tedd White	Harbor Open Doors	Family Service Worker	09/13/24

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Ally Ancich	Aberdeen High School	Assistant Fastpitch Coach 1 FTE	03/03/25
Rob Burns	Aberdeen High School	Assistant Girls' Swim Coach	08/26/24
Kyle Guggisberg	Aberdeen High School	Head Boys' Tennis Coach	08/27/24
Patric Haerle	Aberdeen High School	Assistant Boys' Golf Coach	TBD
Hugh Wyatt	Aberdeen High School	Assistant Football Coach .5 FTE	TBD
Annette Duvall	Miller Jr. High	Head Girls' Soccer Coach	08/27/24
Jacob Prater	Miller Jr. High	Assistant Football Coach	TBD

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Annette Duvall	Aberdeen High School	Assistant Boys' Tennis Coach	08/27/24
Annette Duvall	Aberdeen High School	Assistant Girls' Tennis Coach	08/27/24