

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

Regular Meeting of the Board of Directors
[Remotely via Zoom](#)
February 4, 2025

AGENDA – AMENDED FEB. 3

Due to the inclement weather that prompted an emergency school closure on Feb. 3, and which may prompt a second day of emergency weather conditions, the School Board meeting will be conducted remotely. The meeting may also be viewed in person at the Administration Building, 216 North G St.

[ZOOM Link to Feb. 4 meeting](#)

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

Flag Salute

Consent Agenda

1. Minutes
2. Trip Request
3. Gifts to the District

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.

Presentations

1. ~~Sportsmanship Scholarships~~ **Postponed to Feb. 18 meeting**

Old Business

1. [Policy 2255 Alternative Learning Experience Courses](#)
2. [Policy 3241 Student Discipline](#)
3. [Policy 6220 Bid Requirements](#)

Superintendents' Report

1. [Seismic Safe Schools Update](#)
2. Education Funding

Board Meeting Agenda
February 4, 2025

3. WSSDA Policy Updates
4. Portrait of a Graduate
5. School Safety Protocols
6. Student Focus Groups

New Business

1. [Department of Ecology Agreement](#)
2. [Packback Agreement](#)
3. [Pioneer Healthcare](#)
4. [Surplus](#)
5. Next Meeting

Executive Session / Closed Session

1. [Personnel Report](#)
2. Real Estate

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5
BOARD INFORMATION AND BACKGROUND

February 4, 2025

AMENDED Feb. 3, 2025

Due to the inclement weather that prompted an emergency school closure on Feb. 3, and which may prompt a second day of emergency weather conditions, the School Board meeting will be conducted remotely. The link to the meeting can be [found here](#). The meeting may also be viewed in person at the Administration Building, 216 North G St.

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

Flag Salute

Consent Agenda – [Enclosure 1](#)

1. Minutes – The minutes from the regular meeting on January 14, 2025, are enclosed for your review and approval.
2. Trip Request – The choir at Aberdeen High School is requesting permission to travel to .
3. Gifts to the District
 - a. A radio antenna valued at \$2,686.59 has been donated to the KAHS radio station at Aberdeen High School by Jodesha Broadcasting.
 - b. Jerry Salstrom paid \$335.44 for ice cream for every student during lunch at Miller Junior High School in celebration of the school's 101st anniversary.

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 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.

POSTPONED to Feb. 18

Presentation

1. ~~Sportsmanship Scholarships – Representatives from the South Sound Officials Association will present two scholarship to Aberdeen athletes.~~

Old Business

1. Policy 2255 Alternative Learning Experience Courses – An update to the policy governing alternative learning is presented for second reading and adoption. [Enclosure 2](#)
2. Policy 3241 Student Discipline – An update to the policy governing student discipline is presented for second reading and adoption. [Enclosure 3](#)
3. Policy 6220 Bid Requirements – An update to the policy governing bidding and requests for proposals is presented for second reading and adoption. [Enclosure 4](#)

Superintendents' Report

1. Seismic Safe Schools Update – Superintendents Green and Sandstrom will update the board on the land acquisition and pre-construction planning taking place in the district.
 - a. Phase 2 Design Planning Letter Award – A letter from OSPI awarding up to \$1,969,000 to design a new Harbor Learning Center is presented for your acceptance. [Enclosure 5](#)
 - b. TCF Architecture – A professional services agreement with TCF Architecture of Tacoma for architectural design services for a new Harbor Learning Center is presented for your review and approval. [Enclosure 6](#)
2. Education Funding – Superintendents Lynn Green and Traci Sandstrom will share information about potential changes in state and federal funding as the new presidential term begins and the state legislative session continues.
3. WSSDA Policy Updates – Superintendents Green and Sandstrom will share information about policy updates that will be forthcoming due to changes in federal regulations.
4. Portrait of a Graduate – Superintendents Green and Sandstrom will provide an update on implementation of the Portrait of a Graduate. A work-study is planned for 4:30 p.m. Tuesday, Feb. 18, prior to the regular meeting.
5. School Safety Protocols – Superintendents Green and Sandstrom will provide an update on implementation of the Navigation360 school safety measures.
6. Student Focus Groups – Superintendents Green and Sandstrom will discuss the work taking place with secondary principals on student focus groups.

Board Information
February 4, 2025

New Business

1. Department of Ecology Agreement – An agreement with the state Department of Ecology to lease space at the Harbor Learning Center for the placement of air monitoring equipment is presented for your review and approval. [Enclosure 7](#)
2. Packback Agreement – A data sharing agreement with Packback, Inc. for implementation of its instructional AI program is presented for your review and approval. [Enclosure 8](#)
3. Pioneer Healthcare – An agreement for 2024-2025 with Pioneer Healthcare Services to provide various special education specialist services is presented for your review and approval. [Enclosure 9](#)
4. Surplus – The Business Office has prepared an inventory of items no longer needed by the district and requests a surplus declaration. [Enclosure 10](#)
5. Next Meeting – The next regular meeting of the Board is scheduled for 5:30 p.m. Tuesday, February 18, 2025, at Central Park Elementary School. A work study for Portrait of the Graduate will begin at 4:30 p.m.

Executive Session / Closed Session

At this time the meeting will recess for an executive session expected to last 30 minutes under RCW 42.30.110 (b) and (g): To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price and to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

1. Personnel Report [Enclosure 11](#)
2. Real Estate Agreement

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5

Minutes of the Regular Meeting of the
Board of Directors – January 14, 2025

President Jennifer Durney convened the regular meeting of the Aberdeen School District Board of Directors at 5:30 p.m. Tuesday, January 14, 2025, at the Hopkins Building, 300 N. Williams St. In attendance were Jessica Jurasin, Annica Mizin and Suzy Ritter, along with Superintendents Lynn Green and Traci Sandstrom and 24 patrons and staff. Director Jeremy Wright was excused.

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 December 17, 2024; payroll vouchers 837406 through 837437 and 837526 for December totaling \$4,091,310.94; General Fund vouchers 837458 through 837525 and 837440 through 837441 and 837405 totaling \$580,940.99; ASB Fund vouchers 837442 through 837457 totaling \$10,984.37 and Capital Projects Fund vouchers 837438 and 837439 totaling \$57,327.23.

Directors Jessica Jurasin and Suzy Ritter shared information from the WSSDA Legislative Conference. During discussion, it was agreed that the district’s legislative advocacy can align with the three funding focuses that emerged during the conference – Special Education; Materials, Supplies and Operating Costs (MSOCs), and Pupil Transportation.

Hopkins Preschool Principal Darby Carroll presented the annual report and school improvement plan for Hopkins Preschool.

Harbor Learning Center Principal Lisa Griebel presented the annual reports and school improvement plans for Harbor Junior/Senior High School, Grays Harbor Academy and Harbor Open Doors.

Superintendents Lynn Green and Traci Sandstrom presented certificates of appreciation to the directors in recognition of School Board Appreciation Month and shared hand-made cards of gratitude from Nicole Hartt’s fourth-grade class at A.J. West Elementary School.

Superintendent Lynn Green provided an update on the implementation of the Portrait of a Graduate. It was agreed the board would take part in this work during a work study scheduled for 4:30 p.m. Tuesday, Feb. 18, prior to the regular meeting.

Superintendent Lynn Green provided an update on the land acquisition and pre-construction planning taking place as part of the Seismic Safe Schools grant program. It was noted that a real estate matter would be further discussed in executive session prior to board action, and that the district is moving into Phase 2 in planning for construction of a new Harbor Learning Center.

CALL TO ORDER

CONSENT AGENDA

COMMENTS FROM
THE BOARD

ANNUAL REPORTS:
HOPKINS
PRESCHOOL

HARBOR LEARNING
CENTER

SCHOOL BOARD
APPRECIATION

SUPERINTENDENTS’
REPORT

PORTRAIT OF A
GRADUATE

SEISMIC SAFETY
PLANNING

Superintendent Traci Sandstrom reported that the pilot Transitional Kindergarten class began Jan. 6 at A.J. West Elementary School with 10 students enrolled, which was the goal.

TRANSITIONAL
KINDERGARTEN

Superintendent Traci Sandstrom shared information about safety initiatives that are being implemented, including HearMeWa, a new state reporting program to support teens and young adults experiencing anxiety, harassment or bullying was discussed, and that the district will be implementing a new safety protocol for visitors in February. More information about both will be shared with staff and the community in the coming weeks.

SCHOOL SAFETY
PROTOCOLS

Superintendents Green and Sandstrom discussed the student focus groups that secondary principals are convening in an effort to involve student voice in district and school matters.

STUDENT FOCUS
GROUPS

Superintendents Green and Sandstrom provided a new guide/handbook for directors from the Washington State School Directors' Association – Leading with Purpose.

WSSDA GUIDE

Executive Director of Business and Operations Elyssa Louderback's Fiscal Status Report for December was presented by Superintendents Green and Sandstrom. With 33 percent of the fiscal year elapsed, the district has received 31.03 percent of budgeted revenue and is at 33.8 percent of budgeted expenditures. Under enrollment, the report showed the final count for January was 8.11 average annual FTE above budget, which is concerning given the longstanding trend for enrollment to decrease between January and the end of the school year. Fund balances were reported as follows: \$2,834,688.08 in the General Fund, \$305,051.60 in the Capital Projects Fund, \$734,703.77 in the Debt Service Fund, \$333,307.15 in the Associated Student Body Fund and \$346,754.11 in the Transportation Vehicle Fund. Enrollment was reported as concerning as it is trending below budget in K-12 and just 8.11 FTE above budget when Running Start and Open Doors are included.

FISCAL STATUS
REPORT

Superintendent Lynn Green presented an update to Policy 2255 Alternative Learning Experience Courses as recommended by the Washington State School Directors' Association for first reading.

POLICY 2255
ALTERNATIVE
LEARNING

Superintendent Traci Sandstrom presented an update to Policy 3241 Student Discipline as recommended by the Washington State School Directors' Association for first reading.

POLICY 3241
STUDENT
DISCIPLINE

Superintendent Lynn Green presented an update to Policy 6220 Bid Requirements governing bidding and requests for proposals as recommended by the Washington State School Directors' Association for first reading.

POLICY 6220 BID
REQUIREMENTS

On a motion by Director Ritter and seconded by Director Mizin, the board approved an adjustment to the 180-Day Academic Calendar for 2026-2027. The first and last days of school for the next three years are now: Wednesday, Aug. 27, 2025 and Wednesday, June 10, 2025; Wednesday, Sept. 2, 2026 and Wednesday, June 16, 2027, and Wednesday, Sept. 1, 2027 and Wednesday, June 14, 2028.

2026-2027 ACADEMIC
CALENDAR

Following a presentation by Special Education Director Rick Bates, on a motion by Director Jurasin and seconded by Director Mizin, the board approved a memorandum of understanding with Basics Northwest for the 2024-2025 school year.

BASICS NORTHWEST

President Durney announced that the next regular meeting is scheduled for 5:30 p.m. Tuesday, Feb. 4, 2025, in the Community Room at Aberdeen High School.

NEXT MEETING

At 6:35 p.m., President Durney recessed the meeting for an executive session expected to last 30 minutes under RCW 42.30.110 (b) and (g) (to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price and to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee). At 7:05 p.m. the session was extended for 10 minutes. The meeting reconvened in regular session at 7:15 p.m.

EXECUTIVE
SESSION

On a motion by Director Ritter and seconded by Director Jurasin, the board approved the Personnel Report. Under certificated matters, the board approved the hiring of Rob Burns as a .5 FTE AVID and CTE teacher, current year only, at Aberdeen High School effective Jan. 9 and Nicholas McConnachie as a special education teacher at Aberdeen High School effective Feb. 18; approved a leave of absence for Sarah Teveliet Channel, a teacher at Central Park Elementary School, effective Jan. 6 to April 4, 2025; approved the retirement of Shari Hyde, a teacher at Hopkins Preschool, effective Aug. 15, and approved the hiring of Brittany Sharp as a substitute for the district.

PERSONNEL
REPORT

CERTIFICATED

Under classified matters, the board approved the hiring of Nichole Beck as a para-educator in the Transitions Program, current-year-only, at Miller Junior High School, effective Dec. 16, Tyson Supina as a custodian at Miller Junior High School effective Jan. 6, Alyssa Robinson as a para-educator at A.J. West Elementary School effective Jan. 13, and Geneveve Sawyer as a current-year para-educator at A.J. West Elementary School effective Jan. 6; approved leaves of absence for Basil Lee, a custodian at Miller Junior High School, effective Dec. 3 to Dec. 31, 2024, and for Mercades Fox, a bus driver for the District, effective Jan. 20 to Feb. 22; accepted the resignation of Marianne Medina-Robles, a current-year para-educator at A.J. West Elementary School, effective Jan. 6; approved the hiring of Johnanas Johnson as assistant coach for Girls' Wrestling, current year only, Aberdeen High School effective Dec. 13, Ally Ancich and Samantha Deugan-Leverett as head coaches for 6th Grade Boys' Basketball at Miller Junior High School effective Jan. 6, Wendy Clevinger, Stacy Devall, Samantha Deugan-

CLASSIFIED

Aberdeen School Board Minutes
January 14, 2024

Leverett, Breanna Gentry, Marissa Kealoha and Rees Sturm as head coaches for Volleyball at Miller Junior High School effective Feb. 10, Stacy Devall, Larry Fleming, Breanna Gentry, Charles Stover, Jimmy McDaniel and Charles Stover as head coaches for Boys' Basketball at Miller Junior High School effective Jan. 6, Annette Duvall and Lindsey Scott as head coaches for Boys' Soccer at Miller Junior High School effective Feb. 13, and Ashley Aschim Oldham, Sam Schneider and Isaiah Watson as head coaches for 5th Grade Boys' Basketball effective Jan. 13; accepted the resignation of Jason Garman as assistant coach for Boys' Soccer at Miller Junior High School effective Dec. 11, and approved the hiring of James Messer and Tammy Nyman as substitutes for the district.

On a motion by Director Jurasin and seconded by Director Mizin, the board approved a purchase-sale agreement with Geo-Dan Land, Inc. to buy 105 acres along Basich Boulevard for the potential construction of new schools, described as follows: certain real property located in Aberdeen, Grays Harbor County, Washington having Assessor's Parcel Numbers 317090614001 and 317090523001, consisting of approximately 72.48 and 33.00 acres, respectively.

There being no further business, the regular meeting was adjourned at 7:17 p.m.

REAL ESTATE
AGREEMENT

ADJOURN

Lynn Green, Secretary

Jeremy Wright, Vice President

Traci Sandstrom, Secretary

OVERNIGHT & OUT-OF-STATE STUDENT TRIP REQUEST

Overnight or out-of-state field trips require approval by the Board of Directors. Use the form below as an outline for the information necessary to submit a request for Board approval. Requests must be submitted to the building principal at least three weeks prior to submission to the Board. Following approval by the building principal and/or ASB, forward the request to the superintendent one week prior to the next scheduled Board meeting.

Group/Team AHS Choir

School Aberdeen High School

Advisor Kyle Guggisberg Phone (360) 775-1651

Columbia Basin College

Date(s) of Trip April 18-19 Destination Pasco, WA

Lodging Location Courtyard by Marriot Lodging Phone 509-545-4011

Objective of Trip Gain performance experience & Professional feedback

Number of Students 34 Number of Chaperones 4

Cost per Student \$180 Cost per Chaperone \$150

Funding Source and/or Account Code 2120

Type of Transportation Bus Bus form required YES NO

ASB Approval *Adley Kohlmeier* Date 1-22-25

Principal Approval *David Cole* Date 1-22-25

Board Approval _____ Date _____

(Reference School Board Policy – Field Trips and Excursions 2320 and 2320P)

Aberdeen School District #5

Career and Technical Education

410 North 'G' Street
Aberdeen, WA 98520
Fax (360) 538-2057
E-mail lgreen@asd5.org

Lynn Green, Director
Phone (360) 538-2038
Kim Edwards, Office Coordinator
Phone (360) 538-2039

January, 2025

Bill Wolfenbarger
Jodesha Broadcasting
1520 Simpson Ave
Aberdeen, WA 98520

Re: Donation of a Radio Antenna

Dear Bill:

Thank you for your donation of the Nicom radio antenna valued at \$2,686.59. We appreciate your support of our students and the KAHS radio station at Aberdeen High School.

Sincerely,



Lynn Green
Aberdeen School District No. 5
360-538-2038

ALTERNATIVE LEARNING EXPERIENCE PROGRAMS

The board authorizes the creation of an alternative learning experience (ALE) program. The district will make available to students enrolled in an alternative learning experience program educational opportunities designed to meet their individual needs. The district will comply with all program requirements necessary to count an ALE as a course of study and ensure state funding for ALE students.

ALE programs may include, the following types of courses as defined in RCW 28A.232.010: ~~but are not limited to:~~

1. On-line courses (See Policy 2024 Online Learning) ~~programs as defined in RCW 28A.150.262;~~
2. Remote courses ~~Parent partnership programs that include significant participation and partnership by parents and families in the design and implementation of a student's learning experience;~~ and
3. Site-based courses ~~Contract-based learning programs.~~

The board will adopt and annually review written policies authorizing ALE courses ~~alternative learning experiences~~, including each ALE course ~~alternative learning experience program~~ and course program provider. The policy must designate, by title, one or more school district official(s) responsible for overseeing the district's ALE courses.

The district establishes the following ~~alternative program~~ course(s) provided on site, remote, or online ~~or over the internet or by other electronic means~~, as defined in WAC 392-550-020121-182:

1. ~~A³—Aberdeen Academic Alternatives, using APEX, ALEKS or other board-~~ ALE courses are offered using Imagine Learning courses or other state-approved online providers; and contract-based learning.

The school district officials responsible for these courses ~~this program~~ are the superintendents and their ~~his/her~~ designees.

Reporting Requirements

A. Annual Report to the Board of Directors

The school district official responsible for overseeing each ALE program will report at least annually to the board. This annual report will include at least the following:

1. Documentation of ALE student headcount and full-time equivalent enrollment claimed for basic education funding;

2. Identification of the overall ratio of certificated instructional staff to full-time equivalent students enrolled in each ALE course; the number of certificated staff in each ALE course program; and
3. A description of how the program supports the district's overall goals and objectives for student academic achievement; and
4. ~~Results of any self-evaluations.~~

B. Monthly Report to the Superintendent of Public Instruction

The district must report monthly to the Superintendent of Public Instruction:

1. Accurate monthly headcount and full-time equivalent enrollment for students enrolled in alternative learning experiences; and
2. Information about the resident and serving districts of such students.

C. Annual Report to the Superintendent of Public Instruction

The district must report annually to the Superintendent of Public Instruction:

1. The number of certificated instructional staff full-time equivalent assigned to each alternative learning experience program; and
2. Enrollment of students (separately identified) where ALE instruction is provided entirely under contract pursuant to RCW 28A.150.305 and WAC 392121-188, and
3. The costs and purposes of any expenditures made to purchase or contract for instructional or co-curricular experiences and services that are included in an ALE written student learning plan, along with the substantially similar experiences or services made available to students enrolled in the district's regular instructional program.

D. Assessment Requirements

All students enrolled in alternative learning experience courses or course work must be assessed at least annually, using, for full-time students, the state assessment for the student's grade level and using any other annual assessments required by the district.

Part-time students whose ALE enrollment is claimed as greater than 0.8 FTE in any one month through the January count date must be included by the district in any required state or federal accountability reporting for that school year. However, part-time students who are either receiving home-based instruction under RCW 28A.200, or who are enrolled in an approved private school under RCW 28A.195 are not required to participate in the assessments required under RCW 28A.655.

Students enrolled in nonresident district alternative learning experience courses or course work who are unable to participate in required annual state assessments at the nonresident district must have the opportunity to participate in such required annual state assessments at the district of physical residence, subject to that district's planned testing schedule. It is

the responsibility of the nonresident enrolling district to establish a written agreement with the district of physical residence that facilitates all necessary coordination between the districts and with the student and, where appropriate, the student's parent(s) to fulfill this requirement. Such coordination may include:

- a. arranging for appropriate assessment materials;
- b. notifying the student of assessment administration schedules;
- c. arranging for the forwarding of completed assessment materials to the enrolling district for submission for scoring and reporting; and
- d. arranging for any allowable testing accommodations, and other steps as may be necessary.

The agreement may include rates and terms for payment of reasonable fees by the enrolling district to the district of physical residence to cover costs associated with planning for and administering the assessments to students not enrolled in the district of physical residence. Assessment results for students assessed according to these provisions must be included in the enrolling district's accountability measurements, and not in the district of physical residence's accountability measurements.

E. Valid Justification for Missed Contact

Valid justifications why a student may miss the weekly contact requirements of ALE for the purpose of truancy included those outlined in Excused Absences WAC 392-401-020 and in Policy 3122.

F. Students Who Drop Out of ALE Courses

A school district offering or contracting to offer an alternative learning experience course to a nonresident student must inform the resident school district if the student un-enrolls from the course or is otherwise no longer enrolled.

G. Procedures

The superintendent is directed to develop procedures consistent with WAC 392-550 to govern the administration of the district's ALE courses.

Cross Reference:	Board Policy 2020 2024 <u>3122</u> <u>3141</u>	Course Design, Selection and Adoption of Instructional Materials Online Learning <u>Excused and Unexcused Absences</u> <u>Nonresident Students</u>
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Legal Reference:	WAC 392-121-107	Definition – Course of study
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WAC 392- 550121 -182	Alternative Learning Experience
WAC 392-121-188	Instruction Provided Under Contract
WAC 392-137-230	Length of Acceptance
RCW 28A.150.305	Alternative educational service providers – Student eligibility
RCW 28A.232.010	Alternative learning experience courses – Generally – Rules – Reports.
RCW 28A.225	Compulsory school attendance and admission

Adoption date: 02/06/96
Revised: 07/23/96, 02/10/98, 12/06/05, 03/06/07
Replaced: 08/21/12
Revised: _____

STUDENT DISCIPLINE

Introduction/Philosophy/Purpose

The Aberdeen School District Board of Directors focuses on the educational achievement of ~~each and~~ every student. The district holds high expectations for all students and gives all students the opportunity to achieve personal and academic success. ~~“Discipline” means any action taken by the school district in response to behavioral violations, including exclusionary as well as positive and supportive forms of discipline.~~ The board intends that this policy and procedure be implemented in a manner that supports a positive school climate, maximizes instructional time, and increases equitable educational opportunities.

The purposes of this policy and accompanying procedure include:

1. Engaging with school personnel, students, parents, families, and the community in decisions related to the development and implementation of discipline policies and procedures;
2. Supporting students in meeting behavioral expectations, including providing for early involvement of parents and families;
3. Administering discipline in ways that respond to the needs and strengths of students and keep students in the classroom to the maximum extent possible;
4. Providing educational services that students need to complete their education without disruption;
5. Facilitating collaboration between school personnel, students, parents, and families to support successful reentry into the classroom following a suspension or expulsion;
6. Ensuring fairness, equity, and due process in the administration of discipline;
7. Implementing culturally responsive discipline that provides every student the opportunity to achieve personal and academic success, and
8. Providing a safe environment for all students and for district employees.

Rights and Responsibilities/District Commitment

The board recognizes the negative and disproportionate impact of exclusionary discipline practices and is committed to:

1. Identifying and addressing discipline policies and practices that perpetuate educational opportunity gaps, and
2. Proactively implementing discipline practices that support students in meeting behavioral expectations without losing access to instruction.

The district will observe students' fundamental rights and will administer discipline in a manner that does not:

1. Unlawfully discriminate against a student on the basis of sex, race, creed, religion, color, national origin, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal;
2. Deprive a student of the student's constitutional right to freedom of speech and press, the constitutional right to peaceably assemble and to petition the government and its representatives for a redress of grievances, the constitutional right to the free exercise of religion and to have the student's school free from sectarian control or influence, subject to reasonable limitations upon the time, place, and manner of exercising the right;
3. Deprive a student of the student's constitutional right to be secure in the student's person, papers, and effects against unreasonable searches and seizures;
4. Unlawfully interfere in a student's pursuit of an education while in the custody of the school district; or
5. Deprive a student of the student's right to an equal educational opportunity, in whole or in part, by a school district without due process of law.

This district's student discipline policy and procedure is designed to provide students with a safe, healthy, and educationally sound environment. Students are expected to be aware of and comply with this policy and procedure, including behavioral expectations that respect the rights, person, and property of others. Students are also expected to pursue the required course of studies. Students and staff are expected to work together to develop a positive social and emotional climate for learning, **consistent with Board Policy 3112 – Social Emotional Climate**.

Development and review

Accurate and complete reporting of all disciplinary actions, including the associated student-level information, **and** behavioral violations, ~~and other forms of discipline the district considered or attempted~~, is essential for effective review of this policy; therefore, the district will ensure such reporting.

The district will collect data on disciplinary actions administered in each school, as required by RCW [28A.300.042](#), and any additional data required under other district policies and procedures.

The district will ensure that school principals confer with certificated building employees at least annually to ~~develop and/or review~~ building **the district's** discipline standards and review the fidelity of implementation of those standards. ~~At each district school, principals and certificated staff will develop written school procedures for administering discipline at their school with the participation of other school personnel, students, parents, families, and the community. Each school will:~~

- ~~1. Establish behavioral expectations with students and proactively teach expectations across various school settings.~~
- ~~2. Develop precise definitions for problem behaviors and behavioral violations to address differences in perceptions of subjective behaviors and reduce the effect of implicit bias.~~
- ~~3. Define the differences between minor and major behavior incidents to clarify the types of behaviors that may or may not result in classroom exclusion or are severe enough that an administrator needs to be involved.~~
- ~~4. Identify a continuum of best practices and strategies for classroom-based responses that building staff should administer before or instead of classroom exclusion to support students in meeting behavioral expectations.~~

~~Schools handbooks, codes of conduct, and building discipline standards must not conflict with this policy, accompanying procedures, or other Board policies. A school's building discipline standards must be annually approved by the superintendent or designee.~~

School principals will ensure teachers and other school personnel receive adequate support to effectively implement a continuum of identified best practices and strategies that:

1. Focus on prevention to reduce the use of exclusionary discipline practices;
2. Allow the exercise of professional judgment and skill sets, and
3. May be adapted to individual student needs in a culturally responsive manner.

School principals will confer with certificated building employees at least annually to establish criteria for when certificated employees must complete classes to improve classroom management skills. ~~In the Aberdeen School District, professional learning opportunities are provided regarding PBIS, SEL, restorative justice practices and the use of data to identify training needs to support district policy implementation.~~

The district will periodically review and further develop this policy and procedure with the participation of school personnel, students, parents, families, and the community. As part of this development and review process, the district will use disaggregated data collected under RCW [28A.300.042](#) to monitor the impact of student discipline practices as well as to improve fairness and equity in the administration of student discipline. Discipline data must be disaggregated by:

1. School.
2. Student groups, including by gender, grade level, race/ethnicity (including further disaggregation of federal race and ethnicity categories in accordance with RCW [28A.300.042](#)(1) and [CEDARS](#) Appendices Y and Z), low-income, English language learner, migrant, special education, Section 504, foster care, and homeless.
3. Behavioral violation.
4. Discipline types, including classroom exclusion, in-school suspension, short-term suspension, long-term suspension, emergency expulsion, and expulsion.

The District will follow the practices outlined in guidance from the [Race and Ethnicity Student Data Task Force](#) when disaggregating broader racial categories into subracial and subethnic categories. The District will consider student program status and demographic information (i.e. gender, grade-level, low-income, English language learner, migrant, special education, Section 504, foster care, and homeless) when disaggregating student race and ethnicity data to identify any within-group variation in school discipline experiences and outcomes of diverse student groups. This process may include reviewing data to prevent and address discrimination against students in protected classes identified in chapters [28A.640](#) and [28A.642](#) of the RCW, however, the District will ensure it reviews disaggregated discipline data in accordance with WAC 392-190-048 at least annually.

The District will support each school to:

- ~~Set at least one goal annually for improving equitable student outcomes;~~
- ~~Create an actions plan or plans;~~
- ~~Evaluate previous goals and action plans; and~~
- ~~Revise goals and action plans, based on evaluations.~~

~~Schools will share identified goals and action plans with all staff, students, parents, families, and the community.~~

Distribution of policies and procedures

The district will make the current version of this policy and procedure available to families and the community. The district will annually provide this policy and procedure to all district personnel, students, parents, and families, which may require language assistance for students and parents with limited-English proficiency under Title VI of the Civil Rights Act of 1964.

The district will ensure district employees and contractors are knowledgeable of this student discipline policy and procedure. ~~At the building level, schools will annually provide the current building discipline standards, developed as stated above, to all school personnel, students, parents, and families, which may require language assistance for students and parents with limited English proficiency under Title VI of the Civil Rights Act of 1964. Schools will ensure all school personnel are knowledgeable of the school building discipline standards. Schools are encouraged to provide discipline training developed under RCW [28A.415.410](#) to support implementation of this policy and procedure to all school staff as feasible.~~

Application

This policy and accompanying procedure will be construed in a manner consistent with Washington law as stated in WAC 392-400-020.

Cross References:

Policy 2121 Substance Abuse Program
2161 Special Education and Related Services for Eligible Students

- 2162 Education of Students With Disabilities Under Section 504 of the Rehabilitation Act of 1973
- 3122 Excused and Unexcused Absences
- 3210 Nondiscrimination
- 3244 Prohibition of Corporal Punishment
- 3520 Student Fees, Fines, or Charges
- 4210 Regulation of Dangerous Weapons on School Premises
- 4218 Language Access Plan

Legal References:	42 U.S.C. 2000d et seq.	Civil Rights Act of 1964
	34 CFR Part 100.3	Regulations implementing Civil Rights Act of 1964
	WAC Chapter 392-400	Pupils
	WAC 392-190-048	Access to course offerings – Student discipline
	RCW Chapter 28A.320	Provisions applicable to all districts
	RCW Chapter 28A.600	Students
	RCW 28A.400.110	Principal to assure appropriate student discipline — Building discipline standards — Classes to improve classroom management skills
	RCW 28A.400.100	Principals and vice principals — Employment of — Qualifications — Duties
	RCW Chapter 28A.225	Compulsory school attendance and admission
	RCW 28A.150.240	Certificated teaching and administrative staff as accountable for classroom teaching — Scope — Responsibilities — Penalty
	RCW 9.41.280	Possessing dangerous weapons on school facilities — Penalty — Exceptions

Adopted: 01/07/20 (Replacing 3200)
Revised: 09/07/21; _____

BID OR REQUEST FOR PROPOSAL REQUIREMENTS

The board recognizes the importance of maximizing the use of district resources; the need for sound business practices in spending public money; the requirement of complying with state and federal laws governing purchasing and public works; the importance of standardized purchasing regulations, and the need for clear documentation.

I. Procurement and Public Works Using Non-Federal Funds

A. Furniture, Supplies, or Equipment

Whenever the estimated cost of furniture, supplies or equipment (except books) will cost:

- Less than \$40,000, no competitive bidding process is required to make the purchase;
- Between \$40,000 and \$75,000, the board will follow its informal competitive bidding procedures; and
- Over \$75,000, the board will follow its formal competitive bidding process by:
 1. preparing clear and definite plans and specifications for such purchases;
 2. providing notice of the call for formal bids by publication in at least one newspaper of general circulation in the district at least once each week for two consecutive weeks;
 3. ensuring that the district takes steps to assure that when possible, the district will use small and minority businesses, women's business enterprises and labor surplus firms;
 4. providing the clear and definite plans and specifications to those interested in submitting a bid;
 5. requiring that bids be in writing;
 6. opening and reading bids in public on the date and in the place named in the notice; and
 7. filing all bids for public inspection after opening.

B. Use of Non-Federal Funds for Improvements or Repairs

The board may make improvements or repairs to district property through a district department without following the competitive bidding process if the total cost of improvements or repairs does not exceed \$75,000. If the board estimates that the total cost of a building, improvement, repair, or other public works project is \$100,000 or more, the board will follow its formal competitive bidding procedure outlined above, unless the contract is let using the small works roster process authorized by RCW 39.04.151 through 39.04.154 or under any other procedure authorized for school districts. There are no statutory bidding requirements for public works projects involving improvements or repairs that are under \$100,000. For projects in this range, the district may consider any of these options:

1. Using its small works roster process, under RCW 39.04.151 through 39.04.154;
2. Using an inter-local agreement or contract with a vendor of the district's choice, without any competitive process, under RCW 28A.335.190, or
3. Choosing to require quotes for the work to make the process more competitive.

C. Construction-related services

The board, when contracting for construction-related professional and personal services, shall include in bid documents language that encourages participation by minority or women-owned business enterprises. The services covered by this section include, but are not limited to, construction management services, value engineering services, and building commissioning services.

D. Exemptions

The board may waive bid requirements for purchases:

1. Clearly and legitimately limited to a single source of supply;
2. Involving special facilities or market conditions;
3. In the event of an emergency;
4. Of insurance or bonds, and
5. Involving public works in the event of an emergency.

“Emergency” means unforeseen circumstances beyond the district's control that present a real, immediate threat to the proper performance of essential functions or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

The board may also waive bid requirements for making improvements to district property if it contracts with an eligible local organization, such as a chamber of commerce, service organization, or other community, youth, or athletic association. Such organizations may utilize non-paid volunteers for completing the projects. The total value of such contracts may not exceed the lesser of \$75,000 or \$2 per resident of the district in a calendar year.

Whenever the board waives bid requirements, the board will issue a document explaining the factual basis for the exception and record the contract for open public inspection.

E. Rejection of Bids

The board may by resolution reject any and all bids and make further calls for bids in the same manner as the original call.

F. Interlocal Cooperation Act

In coordination with the Interlocal Cooperation Act, Chapter 39.34 RCW, the district may enter into cooperative purchasing agreements with other governmental entities or groups of governmental entities. These agreements may allow the district to purchase items using an existing agreement without going through the standard procurement bid requirements.

Prior to enactment of any agreement under this authority, the district will review the work of the governmental entity to ensure the following requirements are met:

1. The governmental entity conducted its own procurement process relating to the contract under consideration.

- a. The awarding entity must maintain adequate documentation on the procurement process for the contract under consideration.
 - b. The awarding entity must have posted the bid notice on a website maintained by a public agency, purchasing cooperative, or other service provider, or posted a link on the state's web portal.
2. The contract contains language that it is open for use by other entities and is not expired.
 3. The specifications laid out in the contract match the specifications identified by the district. Any options that are agreed to in the contract are available to the district; any options that are not agreed to in the contract are not allowed.
 4. Any cooperative agreement for public works projects contains the same specifications and the scope of the work is essentially the same for the district as for the contract's signatory district.
 5. Ensure the cost is reasonable based on a cost/price analysis.

Once the district has completed these steps, it may enter into an agreement with the other entity to utilize their contract. The contract must be signed by both parties prior to any procurement taking place on the part of the district.

G. Crimes Against Children

The board will include in any contract for services with an entity or individual other than an employee of the district a provision requiring the contractor to prohibit any employee of the contractor from working at a public school who has contact with children at a public school during the course of his or her employment and who has pleaded guilty to or been convicted of any felony crime specified under RCW 28A.400.322. The contract shall also contain a provision that any failure to comply with this section shall be grounds for the district immediately terminating the contract.

H. Women and Minority Owned Businesses

The district will ensure that it is providing opportunity for businesses owned by women or minorities to submit bids on any contract. The district will maintain documentation of efforts to collect bids from women or minority-owned businesses as a part of the bidding process. The district will also ensure that any small works roster or similar list is open and available to participation by women or minority-owned businesses, and that such businesses on its small works roster are treated fairly and equally when requesting bids.

II. Procurement Using Federal Funds

A. Goods

When the district uses federal funds for procurement of textbooks, the allowable self-certification is \$50,000. When the district uses federal funds for procurement of **goods, including** furniture, supplies, and equipment:

1. Purchases of \$10,000 or less do not require quotes. However, the district must consider the price to be reasonable based on research, experience, purchase history, or other

information and must document this determination. In addition, to the extent practical, purchases must be distributed equitably among suppliers.

2. Purchases between \$10,000 and \$75,000 must be procured using price or rate quotations from three or more qualified sources.
3. Purchases of \$75,000 or more must be publicly solicited using its formal bidding procedure.

Self-Certification: If during a given fiscal year, the district qualifies as a low-risk auditee in accordance with criteria in 2 C.F.R. § 200.520, as determined by the auditor, or has documentation it received a low risk assessment after an annual internal institutional risk assessment to identify, mitigate, and manage financial risks, then the district may use the following Self Certification thresholds instead of the ones described above:

- Purchases of \$40,000 or less do not require quotes. However, the district must consider the price to be reasonable based on research, experience, purchase history or other information and must document this determination. In addition, to the extent practical, purchases must be distributed equitably among suppliers.
- Purchases between \$40,000 and \$75,000 must be procured using price or rate quotations from three or more qualified sources.
- Purchases of \$75,000 or more must be publicly solicited using the district's formal bidding procedure.

If the district uses Self-Certification, the Superintendent will develop Self-Certification procedures to accompany this policy. Additionally, if the district qualifies for Self-Certification and wants to go above the \$40,000 or \$50,000 Self-Certification limits, the district reserves the right to seek approval for higher limits from OSPI.

B. Services

When the district uses federal funds for procurement of services:

1. Purchases of \$10,000 or less do not require quotes. However, the district must consider price to be reasonable based on research, experience, purchase history or other information and must document this determination. In addition, to the extent practical, purchases should be distributed equitably among suppliers.
2. Purchases between \$10,000 and \$250,000 must be procured using price or rate quotations from a reasonable number of qualified sources.
3. Purchases of \$250,000 or more must be publicly solicited using the district's formal bidding procedure.

Self-Certification

If during a given fiscal year, the district qualifies as a low-risk auditee in accordance with criteria in 2 C.F.R. § 200.520, as determined by the auditor, or has documentation it received a low risk assessment after an annual internal institutional risk assessment to identify, mitigate, and manage financial risks, then the district may use the following Self-Certification thresholds instead of the ones described above:

1. Purchases of \$50,000 or less do not require quotes. However, the district must consider the price to be reasonable based on research, experience, purchase history or other information and must document this determination. In addition, to the extent practical, purchases should be distributed equitably among suppliers.
2. Purchases between \$50,000 and \$250,000 must be procured using price or rate quotations from a reasonable number of qualified sources.
3. Purchases of \$250,000 or more must be publicly solicited using sealed bids or requests for proposals.

If the district uses Self-Certification, the Superintendent will develop Self-Certification procedures to accompany this policy. Additionally, if the district qualifies for Self-Certification and wants to go above the \$40,000 or \$50,000 Self-Certification limits, the district reserves the right to seek approval for higher limits from OSPI.

C. Noncompetitive Procurement

Noncompetitive procurement may be used only when one of the following five circumstances applies:

1. Acquiring property or services that do not exceed \$10,000 [or in the case of a school district that qualifies as a low-risk auditee in accordance with criteria in 2 C.F.R. § 200.520 or has documentation of an annual internal institutional risk assessment to identify, mitigate, and manage financial risks, \$40,000];
2. The item is only available from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
4. The awarding agency (e.g., OSPI) authorizes noncompetitive procurement in response to a written request from the district; or
5. After solicitation of a number of sources, competition is determined inadequate.

The district must maintain documentation supporting the applicable circumstance for noncompetitive procurement.

D. Cost/Price Analysis

The district will perform a cost or price analysis in connections with every procurement action in excess of the federal simplified acquisition threshold, currently set at \$250,000 or other limits identified in 48 CFR 2.101, including contract modifications. The method and degree of analysis is dependent on facts surrounding the procurement situation, but should include, as a starting point, independent estimates before receiving bids or proposals.

In cases where no price competition exists and in all cases where the district performs the cost analysis, profit must be negotiated as a separate element in the process. To ensure profit is fair and reasonable, consideration must be given to the complexity of the work performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting,

the quality of the contractor's past performances, and industry standard profit rates in the surrounding geographical area.

Costs or prices based on estimated costs for contracts are allowed only to the extent that the costs incurred or cost estimates would be allowable under 2 CFR 200.400 - .476.

E. Suspension and Debarment

Before entering into federally funded vendor contracts for goods and services that equal or exceed \$25,000 and any subcontract award, the district will ensure the vendor is not suspended or debarred from participating in federal assistance programs.

F. Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee, officer, or agent of the district may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violation of these standards may result in disciplinary action including, but not limited to, suspension, dismissal, or removal.

G. Interlocal Cooperation Act

In coordination with the Interlocal Cooperation Act, Chapter 39.34 RCW, the district may enter into cooperative purchasing agreements with other governmental entities or groups of governmental entities. These agreements may allow the district to purchase items using an existing agreement without going through the standard procurement bid requirements.

Prior to enactment of any agreement under this authority, the district will review the work of the governmental entity to ensure the following requirements are met:

1. The governmental entity conducted its own procurement process relating to the contract under consideration.
 - a. The awarding entity must maintain adequate documentation on the procurement process for the contract under consideration.
 - b. The awarding entity must have posted the bid notice on a website maintained by a public agency, purchasing cooperative, or other service provider, or posted a link on the state's web portal.
 - c. The contracting agency must ensure that it met any procurement requirements laid out in 2 CFR §200.317 – 200.327.
2. The contract contains language that it is open for use by other entities and is not expired.

3. The specifications laid out in the contract match the specifications identified by the district. Any options that are agreed to in the contract are available to the district; any options that are not agreed to in the contract are not allowed.
4. Any cooperative agreement for public works projects contains the same specifications and that the scope of the work is essentially the same for the district as for the contract’s signatory district.
5. Ensure the cost is reasonable based on a cost/price analysis.
6. The district must verify that the awarding entity is neither suspended nor debarred from participating in federal assistance programs.
7. The district must also verify that the contract contains all contract provisions described in 2 CFR §200.327 and Appendix II to Part 200.

Once the district has completed these steps, it may enter into an agreement with the other entity to utilize their contract. The contract must be signed by both parties prior to any procurement taking place on the part of the district.

H. Women and Minority-Owned Businesses

The district will ensure that it is providing opportunity for businesses owned by women or minorities to submit bids on any contract. The district will maintain documentation of efforts to collect bids from women or minority-owned businesses as a part of the bidding process. The district will also ensure that any small works roster or similar list is open and available to participation by women or minority-owned businesses, and that such businesses on its small works roster are treated fairly and equally when requesting bids. The district will also include language requiring any prime contractor that employs subcontractors to show proof that it provides equal opportunity for bidding to women or minority-owned businesses.

I. Federal Agency or Pass-Through Entity Review

The district will maintain records of all purchases made using federal funds and shall provide any and all documentation to the federal awarding agency or the state pass-through entity for compliance with all rules and regulations.

III. Procedures

The superintendent or designee will establish bidding and contract awarding procedures consistent with state and federal law.

Legal References:	RCW 28A.400.330	Crimes against children – Contractor Employees -- Termination of Contract-- Termination of Contract
	28A.335.190	Advertising for bids Competitive bid

- procedures – Purchases from inmate work programs – Telephone or written quotation solicitation, limitations -- Emergencies
- 39.04.155 Small work roster contract procedures Limited public works process Definition—
- 39.26.160 Bid awards – Considerations – Requirements and criteria to be set forth – Negotiations – Use of enterprise vendor registrations and bid notification system
- 39.04.280 Competitive bidding requirements— Exemptions
- 39.26.160 Bid Awards - Considerations - Requirements and criteria to be set forth - Negotiations - Use of enterprise vendor registrations and bid notification system
- 39.30.060 Bids on public works – Identification, substitution of contractors
- 39.34 RCW Interlocal Cooperation Act
- 43.19.1911 Letting contract--Lowest responsible bidder, determination--Public inspection of bids
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR 200.67 Micro-purchase
- 2CFR 200.88 Simplified Acquisition Threshold
- 2 CFR 200.318 General Procurement Standards
- 2 CFR 200.320 Methods of Procurement to be Followed
- 2 CFR 3485 Nonprocurement Debarment and Suspension
- 2 CFR 200.520 Criteria for a low-risk auditee
- 2 CFR 200.324 Contract Cost and Price
- 2 CFR 200.321 Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.
- 2 CFR 200.325 Federal awarding agency or pass-through entity review.

Adoption Date: 02/06/96
 Revised: 12/19/00, 09/05/01, 08/17/04, 02/21/06; 05/06/14; 02/19/19; _____

BID REQUIREMENTS

The board of directors of the Aberdeen School District recognizes the importance of maximizing the use of district resources, the need for sound business practices in spending public money, the requirement of complying with state laws governing purchasing and public works, the importance of standardized purchasing regulations, and the need for clear documentation.

I. Procurement and Public Works Using State Funds

A. Furniture, Supplies, or Equipment

Whenever the estimated cost of furniture, supplies or equipment (except books) will cost:

1. Less than \$40,000, no competitive bidding process is required to make the purchase;
2. Between \$40,000 and \$75,000, the board will follow the informal competitive bidding process by requiring quotes from at least three different sources to be obtained in writing or by telephone and recorded for the public to review;
3. Over \$75,000, the Board will follow the formal competitive bidding process by:
 - a) Preparing clear and definite plans and specifications for such purchases;
 - b) Providing notice of the call for formal bids by publication in at least one newspaper of general circulation in the district at least once each week for two consecutive weeks;
 - c) Ensuring that the district takes steps to assure that when possible, the district will use small and minority businesses, women's business enterprises and labor surplus firms;
 - d) Providing the clear and definite plans and specifications to those interested in submitting a bid;
 - e) Requiring that bids be in writing;
 - f) Opening and reading bids in public on the date and in the place named in the notice; and
 - g) Filing all bids for public inspection after opening.

B. Exemptions

The board may waive bid requirements for purchases:

1. Clearly and legitimately limited to a single source of supply;
2. Involving special facilities or market conditions;
3. In the event of an emergency;
4. Of insurance or bonds; and

5. Involving public works in the event of an emergency.

"Emergency" means unforeseen circumstances beyond the district's control that present a real, immediate threat to the proper performance of essential functions or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

Whenever the board waives bid requirements, the board will issue a document explaining the factual basis for the exception and record the contract for open public inspection.

C. Rejection of Bids

The board may by resolution reject any and all bids and make further calls for bids in the same manner as the original call.

D. Interlocal Cooperation Act

The board reserves the right to enter into inter-local cooperative agreements for purchases and public works with other governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

E. Crimes Against Children

The board will include in any contract for services with an entity or individual other than an employee of the district a provision requiring the contractor to prohibit any employee of the contractor from working at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. The contract shall also contain a provision that any failure to comply with this section shall be grounds for the district immediately terminating the contract.

The superintendent will establish bidding and contract awarding procedures for all purchases of furniture, equipment, supplies (except books), or public works projects consistent with state law.

F. Use of State Funds for Improvements or Repairs

The board may make improvements or repairs to district property through a district department without following the competitive bidding process if the total cost of improvements or repairs does not exceed \$75,000. If the board estimates that the total cost of a building, improvement, repair, or other public works project is \$100,000 or more, the board will follow the formal competitive bidding process outlined above, unless the contract is let using the small works roster process authorized by RCW 39.04.155 or under any other procedure authorized for school districts. There are no statutory bidding requirements for public works projects involving improvements or

repairs that are within the \$75,000 to \$100,000 range. For projects in this range, the district may consider: using its small works roster process, under RCW 39.04.155; using an inter-local agreement or contract with a vendor of the district's choice, without any competitive process, under RCW 28A.335.190; or choosing to require quotes for the work to make the process more competitive.

II. Procurement Using Federal Funds

A. Goods

When the district uses federal funds for procurement of **goods** (furniture, supplies, equipment, and textbooks):

1. Purchases of \$10,000 or less do not require quotes. However, the district must consider price to be reasonable, and, to the extent practical, distribute purchases equitably among suppliers.
2. Purchases between \$10,000 and \$75,000 must be procured using price or rate quotations from three or more qualified sources.
3. Purchases of \$75,000 or more must be publicly solicited using sealed bids or requests for proposals.

B. Services

When the district uses federal funds for procurement of services:

1. Purchases of \$10,000 or less do not require quotes. However, the district must consider price to be reasonable, and, to the extent practical, distribute purchases equitably among suppliers.
2. Purchases between \$10,000 and \$250,000 must be procured using price or rate quotations from a reasonable number of qualified sources.
3. Purchases of \$250,000 or more must be publicly solicited using sealed bids or requests for proposals.

C. Noncompetitive Procurement

Noncompetitive procurement may be used only when one of the following four circumstances applies:

1. The item is only available from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The awarding agency (e.g., OSPI) authorizes noncompetitive procurement in response to a written request from the district; or
4. After solicitation of a number of sources, competition is determined inadequate.

The district must maintain documentation supporting the applicable circumstance for noncompetitive procurement.

D. Suspension and Debarment

Before entering into federally funded vendor contracts for goods and services that equal or exceed \$25,000 and any subcontract award, the district will ensure the vendor is not suspended or debarred from participating in federal assistance programs.

E. Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee, officer, or agent of the district may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violation of these standards may result in disciplinary action including, but not limited to, suspension, dismissal, or removal.

III. Procedures

The superintendent or designee will establish bidding and contract awarding procedures consistent with state and federal law.

Legal References:	RCW 28A.400.330	Crimes against children – Contractor employees -- Termination of Contract-- Termination of Contract
	28A.335.190	Advertising for bids Competitive bid procedures – Purchases from inmate work programs –Telephone or written quotation solicitation, limitations -- Emergencies
	39.04.155	Small work roster contract procedures Limited public works process Definition—39.26.160 Bid awards – Considerations – Requirements and criteria to be set forth – Negotiations – Use of enterprise vendor registrations and bid notification system
	39.04.280	Competitive bidding requirements— Exemptions
	39.30.060	Bids on public works – Identification, substitution of contractors
	39.34	RCW Interlocal Cooperation Act

43.19.1911	Letting contract--Lowest responsible bidder, determination--Public inspection of bids
2 CFR Part 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2 CFR 200.67	Micro-purchase
2CFR 200.88	Simplified Acquisition Threshold
2 CFR 200.318	General Procurement Standards
2 CFR 200.320	Methods of Procurement to be Followed
2 CFR 3485	Nonprocurement Debarment and Suspension

Adoption Date: 02/06/96

Revised: 12/19/00, 09/05/01, 08/17/04, 02/21/06, 05/06/14, 02/19/19

Old Capitol Building
PO Box 47200
Olympia, WA 98504-7200



Washington Office of Superintendent of
PUBLIC INSTRUCTION
Chris Reykdal, Superintendent

ospi.k12.wa.us

January 24, 2025

Lynn Green, Superintendent
Aberdeen School District
216 North G Street
Aberdeen, WA 98520

RE: School Seismic Phase 2 Conceptual Design Planning Grant Award

Dear Superintendent Green:

Congratulations! The Aberdeen School District has been awarded a School Seismic Phase 2 Conceptual Design Planning Grant Award in the amount of up to \$1,969,000 for Harbor High School. The grant will be reimbursed on actual costs incurred. Phase 2 planning grant funding is provided to allow the district to obtain the professional services to perform the required conceptual schematic design that will be presented to our School Seismic Safety Committee to move on to phase 3 full design.

The funding for the program was part of the state's capital budget (Section 5008, Chapter 113, laws of 2022) and your district should track all expenditures and reimbursements in its capital projects fund. All costs incurred by the district above the grant award allowances will be the responsibility of the district.

If you have any questions please contact Scott Black, Program Development Manager at 360-742-4028 or scott.black@k12.wa.us.

Sincerely,

A handwritten signature in black ink that reads 'T.J. Kelly'.

T.J. Kelly
Chief Financial Officer
Office of Superintendent of Public Instruction

ARCHITECT - OWNER
PROFESSIONAL SERVICES AGREEMENT

ABERDEEN SCHOOL DISTRICT
Harbor Learning Center (HLC) Replacement
Educational Specifications & School Tours

This Professional Services Agreement is made this Twenty-Third day of January, 2025, between **Aberdeen School District**, the “Owner”, and **TCF Architecture PLLC**, the “Architect”, of Tacoma, Washington for the **Harbor Learning Center Ed. Specifications & School Tours** (the “Project”), Architect Project No. 2025-001. This Agreement is between the parties hereto only and is neither intended to benefit any third party, nor to create any rights in any person or entity other than the parties hereto.

The Owner and Architect agree as follows:

1. **SERVICES.** The Architect shall provide architectural services for the Project as outlined in the Architect’s attached scope of services proposal dated January 23, 2025, the “Scope of Services and Fee Proposal”, which is incorporated into this Agreement as Attachment A. Said services will commence upon receipt of the signed Agreement. Any services commenced prior to the signed Agreement, performed by the Architect for the convenience of the Owner, will be considered a part of this Agreement. If Additional Services are requested of the Architect by the Owner for this Educational Specifications portion of the Project, subsequent Scope and Fee Proposal letters shall be added to this Agreement by amendment. It is anticipated that if this Project moves forward to Design through Construction Administration, the Owner may choose to issue a full Contract (AIA or Owner’s Agreement).
2. **COMPENSATION.** The Owner shall pay to the Architect, as compensation for the Services, the amounts as identified in the Scope of Services.
3. **REIMBURSABLE EXPENSES.** The Owner shall pay to the Architect the cost for all reimbursable expenses incurred by the Architect, plus a 10% markup administrative fee, all which shall be in addition to the compensation for Basic and Additional Services. Reimbursable expenses shall include expenses incurred by the Architect and Architect’s Principals, employees and subconsultants in the interest of the Project. This mark-up shall also be applied to the fees of the Architect’s consultants.
4. **BILLING AND PAYMENT.**
 - 4.1 **Progress Payments.** Invoices will be submitted by the Architect monthly, and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days after the invoice date, regardless of whether the Owner has secured project financing. The Owner shall be deemed to have accepted all portions of the invoice for which the Owner has not given the Architect written notice of objection (specifically stating the portion and grounds of the objection) within thirty (30) calendar days of the date of the invoice.
 - 4.2 **Interest.** If payment is not received by the Architect within thirty (30) calendar days of the date of the invoice, the Owner shall pay an additional charge of one-and-one-half percent (1 ½%) (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month.
5. **TERMINATION, SUSPENSION OR ABANDONMENT.** In the event of termination, suspension or abandonment of the Project, the Architect shall be equitably compensated for all services performed plus all accrued reimbursable expenses. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no

less than seven (7) calendar days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

6. OWNERSHIP OF DOCUMENTS. Reports, drawings, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
7. OPINIONS OF PROBABLE COST. Since Architect does not have control over the cost of labor, materials, or equipment, or over the contractor's means and methods, or market conditions, opinions of probable cost, when provided, are to be made on the basis of the Architect's (or their cost consultant's) experience and qualification and represent the Architect's (or their cost consultant's) best judgement as design professionals generally familiar with the construction industry. However, the Architect cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared for the Owner. If the Owner wishes greater assurance as to costs, the Owner shall employ an independent cost estimator.
8. RISK ALLOCATION. In the execution of its services, the Architect will exercise its best professional judgement. No other warranties, expressed or implied, are given.

Owner recognizes the inherent risk of claims associated with the service provided by Architect. In partial consideration of Architect's commitment to perform the services under this Agreement, Owner and Architect agree:

- 8.1 Indemnification. The Owner will defend, indemnify and hold harmless the Architect (along with its principals and employees) and the Architect's consultants against any and all claims, damages and liability arising out of or related to this Agreement or the services performed hereunder that are caused partly or wholly by the act, error or omission of the Owner or its employees, agents or consultants, provided, however, that the Owner shall have no duty to indemnify or hold harmless the Architect (or its principals or employees) if the claim, damages and liability are caused by the sole negligence of the Architect. Provided further that if the claim, damages and liability are caused by the concurrent negligence of the Owner and the Architect, the Owner's duty to indemnify and hold harmless shall be limited to the extent of the Owner's contributory negligence.
- 8.2 Consequential Damages. The Owner and the Architect waive consequential damages for claims, disputes and other matters in question arising out of or related to this Agreement or the breach or alleged breach of this Agreement.
- 8.3 Limitation of Liability. The Architect's total liability under this Agreement for all claims, losses or damages to any party directly or indirectly related to this project shall be limited to \$50,000 or the total amount of fees for the Project under this Agreement, whichever is less.

9. DISPUTE RESOLUTION

Except for the payment of invoices, the parties will attempt to first resolve any dispute arising out of the performance or interpretation of this Agreement, including any claim for negligence, by mediation pursuant to the Washington Mediation Act. Should mediation fail, either party may then pursue legal action to resolve the matter. Arbitration shall not be a form of dispute resolution.

10. MISCELLANEOUS PROVISIONS

- 10.1 Hidden Conditions. Inasmuch as the review of an existing building and/or site requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building and/or site, the Owner agrees not to make any claims against the Architect if it

develops that the conditions actually reviewed do not accurately reflect conditions elsewhere in the existing building and/or site.

- 10.2 Environmental Hazards Waiver and Indemnity. The Architect and the Architect's consultant(s) shall have no responsibility for the discovery, presence, handling, removal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site.
- 10.3 Taxes. The Owner shall compensate the Architect, in addition to all fees and reimbursable costs, for the application of all new or retroactive taxes on the services for the Project by the federal, state or local government.
- 10.4 Assignment. Neither party to this Agreement shall assign the contract without written consent of the other.
- 10.5 Collection Costs. In the event legal action is necessary to enforce this Agreement, the Architect shall be entitled to collect from the Owner any judgement or settlement sums due, actual attorney's fees, expert witness fees, court costs and expenses incurred by the Architect in connection therewith and, in addition, the reasonable value of the Architect's time spent and expenses incurred by the Architect in connection with such collection action, computed at the Architect's prevailing fee schedule and expense policies.
- 10.6 Governing Law. This Agreement shall be governed by the internal laws of the State of Washington.
- 10.7 Merger. This Agreement states the entire agreement between the Owner and the Architect with respect to its subject matter and supersedes all prior and contemporaneous negotiations, commitments, understandings and agreements with respect to its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both the Owner and the Architect.
- 10.8 Signing Authority. Each individual signing this Agreement on behalf of a named party warrants that he or she has the authority to sign on behalf of his or her principal and to bind his or her principal to this Agreement and its terms.

11. SCHEDULE

- 11.1 Professional Services began as noted on Attachment A (Consulting Services Fee Proposal dated January 23, 2025) and shall be terminated on March 31, 2025 (per the previously noted Fee Proposal) unless mutually agreed, in writing, by both parties to extend the contract date.

Between

TCF Architecture PLLC
124 N. I Street
Tacoma, WA 98403
Phone: (253) 572-3993

By:  _____
Steve Wachtler, Managing Principal
steve@tcfarchitecture.com
Cc: andrew@tcfarchitecture.com
Cc: teta@tcfarchitecture.com

Date: January 23, 2025

and

Aberdeen School District
216 N. G Street
Aberdeen, WA 98520
Phone: 360-538-2000

By: _____
Signature, Authorized Owner's Representative

Date: _____

Elyssa Louderback, Executive Director of Business & Operations
Printed Name and Title
elouderback@asd5.org
Cc: Andrew.twyman@esd112.org

Attachments:

A: Scope of Services and Fee Proposal (dated January 23, 2025).



January 23, 2025

Re: Aberdeen School District
Harbor Learning Center (HLC) Replacement
TCF Project No. 2025-001
Consulting Services Fee Proposal – Educational Specifications

Attn: Mr. Andrew Twyman, Associate Director

Dear Andy,

I am pleased to provide you with this Design Consulting Services proposal for the creation of educational specifications and school tours for the Harbor Learning Center (HLC) replacement project. This fee proposal aims to provide you with our latest understanding of the project scope, fee, schedule, and requirements. Our goal is to deliver the services you need while setting fees that allow us to perform a high-quality job. Our proposal is based on the understanding and assumptions outlined herein.

Schedule: Below is a summary of the preliminary schedule proposed to complete the Educational Specification for the Harbor Learning Center (HLC) school replacement project. The schedule assumes that the school district and established Design Advisory Committees (DAC) and Core Leadership Team (CLT) will be available to meet with the TCF at the proposed intervals.

- | | |
|---|---|
| • Contracts: | January, 2025 |
| • Finalize DAC: | 1/23/2025 |
| • CLT Meeting: | 1/23/2025 |
| • Notice to Proceed: | 1/31/2025 |
| • DAC Meeting #1: | 2/4/2025 |
| • School Tours: | 2/6/2025 |
| • Ed Spec Workshops: | Feb 10 th , 11 th , 12 th , & 13 th |
| • CLT Meeting: | 2/20/2025 |
| • Draft Ed Specs to DAC & CTL: | 2/27/2025 |
| • CLT Meeting: | 3/06/2025 |
| • DAC Meeting #2: | 3/15/2025 |
| • CLT Meeting: | 3/20/2025 |
| • Final Ed Spec Report Issuance: | 3/31/2025 |

Architectural Services: Our architecture services will include the following:

- **General Admin, Project Management, & Correspondence:** TCF will develop a project schedule for this phase and correspond with CSG|ESD 112 and Aberdeen School District throughout duration of Educational Specifications (Ed Spec) process as required to support project needs.
- **Weekly CSG|ESD 112 Meetings:** Attend weekly CSG|ESD 112 meetings to provide updates on Ed Spec progress and upcoming Ed Spec meetings with the district and committees.
- **Core Leadership Team (CLT) Meetings:** Attend meetings twice a month to update the Core Leadership Team on the progress of the Educational Specifications. We have included time to

attend (5) virtual meetings over the duration of the predesign phase. Time includes meeting prep and creation of meeting agendas.

- **Design Advisory Committee (DAC) Meetings:** TCF will work with the District to establish a DAC committee at the beginning of the Ed Spec process. This committee will attend school tours and offer design input and feedback throughout the process.
- **School Tours:** TCF will facilitate scheduling and attending school tours for the CLT and DAC. A vision meeting will be held following the school tours to establish and align on project goals.
- **Ed Spec Workshops:** TCF will lead a series of Educational Specification workshops that will take place over the course of a 1-week period at the existing Harbor Learning Center building. TCF will create a schedule for spaces being reviewed and work with the district to schedule the appropriate staff to attend each meeting.
- **Ed Spec Document Creation:** TCF will create an Ed Spec document based on the series of meetings that TCF will hold with district administration, school administration and Staff.
- **Draft Report:** TCF will create a draft Ed Spec report consisting of room data sheets and room adjacency diagrams for major spaces, where appropriate. TCF will review the draft Ed Spec report with the school Principal, DAC, and CLT groups to vet the input received from the staff and to reconcile any requests.
- **Final Report:** TCF will create a final report that addresses comments made on the draft report. The final report will be provided as a bookmarked PDF and/or as a printed hard copy.

Fee Type: Our fee is proposed on a fixed fee (or Lump Sum) basis. Please see the attached fee calculation sheet for a breakdown of our services.

Contract Type: TCF will issue a short-form Prime Agreement for the creation of Educational Specifications for the Harbor Learning Center (HLC) Replacement Project.

Reimbursable Expenses: Reimbursable expenses plus mark-ups will be charged in addition to our service fees. We have provided an estimate for expenses and will bill them as incurred plus a 10% mark-up.

Please give me a call if you have any questions.

Respectfully,
TCF Architecture PLLC



Steve Wachtler, AIA
Managing Principal

Attachments:

Fee Calculations

HLC Educational Specifications Aberdeen School District



Exhibit A - Fee Calculation

Revised: 1/23/2025

SUMMARY OF WORK / ASSUMPTIONS: The following is a detailed breakdown of the scope of services and projected hours that TCF Architecture will provide for the Aberdeen School District Harbor Learning Center Educational Specifications. Also reference our fee proposal letter for additional clarification on these items.

TASK	PROJECT TASK DESCRIPTION	TEAM MEMBER HOURS / FEES				TOTALS
		Principal	Project Architect	Job Captain	Administrative	
TASK 1 - ARCHITECTURAL SERVICES						
1.01	General Admin, Project Management, Coordination & Correspondence	10.0	10.0		3.0	
1.02	School Tours	10.0	12.0	12.0		
1.03	Ed Spec In-Person Meetings	24.0	24.0			
1.04	Core Leadership Team (CLT) Meetings	10.0	10.0			
1.05	Design Advisory Committee (DAC) Meetings	10.0	10.0	6.0		
1.06	Owner's Rep Meetings	4.0	4.0			
1.07	Ed Spec Documentation	20.0	60.0	200.0		
1.08	Building Program Update	4.0				
1.09	Draft Ed Spec Report	8.0	16.0	32.0	4.0	
1.10	Final Ed Spec Report	2.0	8.0	16.0	4.0	
1.11	Reimbursable Expenses	\$1,024				
	ESTIMATED HOURS	102.0	154.0	266.0	11.0	
	HOURLY RATE	\$325	\$185	\$135	\$115	
	ESTIMATED FEES	\$33,150	\$28,490	\$35,910	\$1,265	
TOTAL TASK 1 ARCHITECTURAL FEE						\$99,839
TOTAL FEES						\$99,839

DELEGATED STATE RENTAL AGREEMENT
BETWEEN
STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

ABERDEEN SCHOOL DISTRICT
216 NORTH G STREET
ABERDEEN, WA 98520

Contact Name/Telephone Number: Shannon Ramsey
(360) 538-2007

Tax ID Number: 91-6001546

1. This RENTAL AGREEMENT is made and entered into between the Aberdeen School District, whose address is 216 North G Street, Aberdeen, Washington for its heirs, executors, administrators, successors, and assigns, hereinafter called the Landlord, and the State of Washington, Department of Ecology, hereinafter called the Tenant, acting under a delegation of authority from the Department of Enterprise Services (DES), in accordance with RCW.43.82.010.

WHEREAS, the Tenant has the responsibility to monitor ambient air conditions and as part of this activity must maintain ambient air monitoring stations; and

WHEREAS, the Tenant wishes to lease site, shelter and utility services for air monitoring equipment; and

THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

2. The Landlord has offered to furnish to the Tenant, a suitable site with utility services located at the following street address: 359 North Division, Aberdeen, Washington. The air monitoring equipment is located on/in: Harbor High School.

TERM

3. This Rental Agreement, which cannot exceed one (1) year, shall be effective from March 1, 2025 through February 28, 2026.
- 3A. Landlord shall provide access and undisturbed use of the premises, including equipment and instruments for the period March 1, 2025 through February 28, 2026 between the hours of 8:00 am to 5:00 pm.

RENTAL RATE

4. The Tenant shall pay rent to the Landlord for the premises at the following rate: \$50.00 per month, payable in one installment. The Tenant will pay each installment when due, upon receipt from Landlord of completed State of Washington invoice voucher. The

completed invoice voucher must be received prior to the end date of this Rental Agreement. The authority of the Tenant to enter into this agreement is contingent upon the appropriation of funds.

- 4A. Any and all payments provided for herein when made to the Landlord by the Tenant shall release the Tenant from any obligation therefore to any other party or assignee.

EXPENSES

5. During the term of this Rental Agreement, Landlord shall pay all real estate taxes, all property assessments, insurance, storm water, and utility services together with maintenance and repair as described below:

MAINTENANCE AND REPAIR

6. The Landlord shall maintain the premises in good repair and tenantable condition during the continuance of this Rental Agreement, except in case of damage arising from the negligence of the Tenant's clients, agents or employees. For the purposes of maintenance and repair, the Landlord reserves the right at reasonable times to enter and inspect the premises and to do any necessary maintenance and repairs to the premises.

TERMINATION

7. This Rental Agreement may be terminated by either party giving written notice not less than thirty (30) days prior to the effective date of termination. Tenant shall be reimbursed for any unearned rent that has been paid.
- 7A. Upon expiration or termination of this agreement, the Tenant shall restore the site to at least the same condition the site was in immediately prior to the installation of shelter and/or air monitoring equipment, reasonable wear and tear excepted.

NOTICES

8. Written notices will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LANDLORD: Aberdeen School District
 216 North G Street
 Aberdeen, WA 98520

TENANT: Department of Ecology
 Air Quality Program
 P.O. Box 47600
 Olympia, WA 98504-7600

DISASTER

9. In the event the rented premises are destroyed or injured by fire, earthquake, or other casualty so as to render the premises unfit for occupancy, the Tenant may terminate this Rental Agreement and shall be reimbursed for any unearned rent that has been paid.

NO GUARANTEES

10. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Tenant unless endorsed herein in writing.

HAZARDOUS SUBSTANCES

11. Landlord shall indemnify and hold harmless the Tenant with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of hazardous substance, toxic waste or other toxic substance on the premises, except for such substances as may be placed on the premises by Tenant.

DAMAGES

12. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

BINDING AUTHORITY

13. It is understood that this Rental Agreement shall not be binding upon the State of Washington, Department of Ecology, unless signed by the Tenant's Director or his/her designee.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

LANDLORD
ABERDEEN SCHOOL DISTRICT

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
By: APPROVAL ON FILE
Assistant Attorney General



(Rev. 1/91) INVOICE VOUCHER
(new online version 12/01)

Online Help

This document is a protected form for use online. Use the Tab key to advance from text field to text field. Shift-Tab will go to prior text field. Date fields are formatted to return m/d/yyyy format. Calculations will automatically occur as you fill in the number fields, with the total at the bottom. The form can be printed blank and filled in by hand as needed. After completion and appropriate signatures, forward to the Fiscal Office for payment.

AGENCY USE ONLY

AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
4610		

AGENCY NAME
Ecology
VENDOR OR CLAIMANT (Warrant is to be payable to)
Aberdeen School District Attention: Shannon Ramsey 216 North "G" Street Aberdeen, Washington 98520

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY _____
(SIGN IN INK)

(TITLE) (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For Reporting Personal Services Contract Payments to I.R.S.) 91-6001546	RECEIVED BY	DATE RECEIVED
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DATE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	FOR AGENCY USE
3/1/2025-	Site Rental Agreement - Harbor HS	12		\$50	\$600.00	
2/28/2026						

PREPARED BY	TELEPHONE NUMBER	DATE	AGENCY APPROVAL	DATE
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DOC DATE	PMT DUE DATE	CURRENT DOC. NO.	REF. DOC. NO.	VENDOR NUMBER	VENDOR MESSAGE	USE TAX	UBI NUMBER
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REF DOC SUF	TRANS CODE	M O D	FUND	MASTER INDEX				ORG INDEX	WORKCLASS	COUNTRY	CITY/TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
				APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJECT									

ACCOUNTING APPROVAL FOR PAYMENT	DATE	WARRANT TOTAL	WARRANT NUMBER
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STUDENT DATA PRIVACY AGREEMENT

School District or LEA

AND

Provider

Packback Inc.

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (“Effective Date”) and is entered into by and between:
located at _____ (the “Local Education Agency” or “LEA”) and
Packback Inc., located at 125 S Clark St STE 1150, Chicago, IL 60603, (the “Provider”).

WHEREAS, the Provider is providing educational or digital services to LEA; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations;

WHEREAS, with respect to any students in California, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“**SOPIPA**”) found at California Business and Professions Code section 22584; and

and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the services to be provided (the “**Services**”) and the categories of Student Data that may be provided by LEA to Provider are contained hereto in **Exhibit “A” and Exhibit “B”**, respectively.
2. This DPA shall stay in effect for the duration of the Services and so long as Provider processes identifiable information received from or on behalf of the LEA.
3. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below. The designated representative for the LEA for this DPA is:

The designated representative for the LEA for this DPA is:

Name:	Title:
Address:	
Phone:	Email:

The designated representative for the Provider for this DPA is:

Name:

Title:

Address:

Phone:

Email:

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA:

By:

Date:

Print:

Title/Position:

Provider:

By:

Date:

Print:

Title/Position:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA with respect to its use of Student Data.
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to this DPA is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law, the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner or pursuant to the time frame required under state law to the LEA’s request for Student Data in a student’s records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Data Portability.** Provider shall reasonably assist LEA in responding to request for data portability made to the LEA by a student, as required by applicable law.
4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a

compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services, whereby the Subprocessors agree to protect Student Data in a manner materially similar to the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Notification**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights. LEA shall take reasonable steps to deliver Provider's Privacy Policy, <https://www.packback.co/site/privacy/>, to parents.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time. LEA acknowledges recipient of Provider's Privacy Policy, <https://www.packback.co/site/privacy/>, as the necessary COPPA-required notice of its data collection and use practices.
2. **Consent**. It is the Provider's obligation to comply with COPPA. Provider relies on schools to provide consent to Provider's Student Data collection and use by acting as the agent of the parent or guardian. Provider shall supply the school with the COPPA-required information and notices to ensure consent is COPPA-compliant.
3. **Authorized Use**. The Student Data shared by the LEA, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"**, based on the parties' agreement, and/or otherwise authorized under the statutes referred to in this DPA.

4. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data.
5. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content and/or Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
6. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; (3) for adaptive learning purpose and for customized student learning and/or (4) for any other lawful internal business purposes of Provider. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer De-identified Data to any party unless that party agrees in writing not to attempt re-identification.
7. **Disposition of Data.** Provider shall, at LEA's request, dispose of or delete all Student Data within a reasonable time period following a written request. If a written request is received from a LEA, Provider shall transfer said Student Data to LEA or LEA's designee within sixty (60) days of the date of such written request by LEA, or as required by law, and according to a schedule and procedure as Provider and the LEA may reasonably agree. If no written request is received, Provider shall dispose of or delete all Student Data at the latest of (a) when it is no longer needed for any of the purposes for which it was obtained or (b) as required by applicable law. Disposition may include (1) the shredding of any hard copies of any Student Data; (2) erasing any Student Data; or (3) otherwise modifying the Student Data to make it unreadable or indecipherable or deidentified. Notwithstanding the foregoing, if destruction or disposition is not reasonably feasible for administrative or technical reasons, then Provider will retain the data consistent with the terms of the Agreement for as long as such destruction or disposition is infeasible.
8. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to inform, influence, or enable Targeted Advertising; or develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates,

features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The general security duties of Provider are set forth below. These measures shall include, but are not limited to:
 - a) **Passwords and Employee Access.** Provider shall use commercially reasonable precautions to secure usernames, passwords, and any other means of gaining access to the System or to Student Data.
 - b) **Destruction of Student Data.** Provider shall destroy or delete all Student Data obtained under the Agreement as set forth in this DPA.
 - c) **Security Protocols.** Both Parties agree to maintain security protocols that meet applicable industry standards in the transfer or transmission of any Student Data, including adopting measures designed to enable Student Data to be viewed or accessed only by individuals or entities legally allowed to do so. The foregoing does not limit the ability of Provider to allow any necessary Subprocessors to view or access data as set forth in this DPA. Provider shall maintain all Student Data obtained or generated pursuant to the Agreement in a secure computing environment.
 - d) **Employee Training.** Provider shall provide security training to those of its employees who operate the Services.
 - e) **Security Technology.** When the System are accessed using a supported web browser, Provider will ensure that Secure Socket Layer (“SSL”), or equivalent technology that protects information, using both server authentication and data encryption is used to help ensure that Student Data is transmitted in a safe and secure manner. Provider shall host data pursuant to the Agreement in an environment using a firewall that is periodically updated according to industry standards.
3. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- a) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- b) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- c) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- d) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Services have lapsed or have been terminated. Either party may terminate this DPA and any agreement or contract if the other party materially breaches and fails to cure, in a timely manner, any terms of this DPA.
2. **Effect of Termination Survival.** The Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 7.
3. **Entire Agreement.** This DPA and any other written agreements constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
4. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining

provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

5. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR COOK COUNTY, ILLINOIS FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
6. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
7. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
8. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT “A”
DESCRIPTION OF SERVICES

Packback platform’s AI features support three core workflows that support both students and educators:

1. Real-Time AI Coaching for Students
2. AI-Based Grading Support for Faculty
3. Automatic Content Moderation, Review, and Insight Generation

The Packback Platform contains three distinct “tools”, which are all accessed through a “class”:

1. Packback Questions (Inquiry-Based, Student-Led Discussions)

- a. Student discussion platform centered around student-led inquiry. The platform helps to enforce meaningful and high quality interactions between students through proactive real-time AI writing coaching, AI content moderation, and instructor insights. This experience supports student reflection, self-guided learning, and is typically leveraged to foster socratic discussion, short-form writing assignments, and formative assessments.

2. Packback Deep Dives (Process-Based Platform for Written Assignments)

- a. Student essay- and writing-development platform, which combines a student writing experience supported by real-time AI writing feedback mapped to the instructor’s rubric, with AI-based grading assistance for instructors. This experience supports student mastery learning, and enables a more scalable writing workflow to support the inclusion of more writing into the course curriculum.

2. Writing Lab (Direct-to-Student Supplemental Writing Feedback Aide)

- a. This offering is accessed directly by students through their Packback account as a supplemental writing aide, which provides real-time writing feedback, source credibility feedback, source citation development support, and access to an interactive AI (virtual) Writing Assistant powered by Generative AI that is adapted for safe and scaffolded use in an academic setting.

Packback’s platform includes built-in plagiarism detection (accompanied by detailed side-by-side comparison to any matched text on all student-submitted content), AI-generated content detection insights for educators, an educator dashboard to track and in a scalable manner manage student engagement, and a variety of engagement tools for private and public praise. All of our tools support integration through LTI, Clever, and Google Classroom.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	x
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify: <ul style="list-style-type: none"> ● Essay Grades and instructor comments (Packback Deep Dives - Essays) ● Discussion Assignment Grades (Packback Questions - Discussion) 	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries) Please specify:	<input checked="" type="checkbox"/>

	<ul style="list-style-type: none"> • Messages from Instructor to Student sent as email via Packback • Student User-Generated Content (Discussion posts, Essay Drafts, Essay Submissions) • Faculty Comments, Feedback, and Assessments of Packback assignment data 	
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	

		<input checked="" type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>

	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>

	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	

		<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	X
	Student course grades/ performance scores - Packback has access to the assignment-level grades for Packback assignments	X
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	

		<input type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT “C”
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “Operator” for the purposes of this section.

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Student Generated Content: The term “Student-Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to, information in the student’s educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents’ names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes “Personally Identifiable Information (PII),” as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit “B”** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student’s use of Provider’s services.

Subprocessor: For the purposes of this DPA, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator’s Internet web site, online service or mobile application by such student or the retention of such student’s online activities or requests over time for the purpose of targeting subsequent advertisements. “Targeted Advertising” does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student’s response or request for information or feedback.

Third Party: The term “Third Party” means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of

Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term “Third Party” when used to indicate the provider of digital educational software or services is replaced by the term “Provider.”



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

SPECIAL EDUCATION CONTRACT

In consideration of the promises and conditions contained herein, Aberdeen School District (the “District”) and Pioneer Healthcare Services (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 submitted one (1) time per month by the 5th 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 **February 5, 2025 and shall terminate on June, 13th, 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 the 4th day of February 2025.

Aberdeen School District

By _____

Title Superintendent

Pioneer Healthcare Services

By *Tyler Gaudin*

Title Senior Account Manager



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: Pioneer Healthcare Services

Term: February 5, 2025 – June 13, 2025

Services Provided: Physical Therapy

Hours: not to exceed 350 hours

RATE & PAYMENT DETAILS:

Contracted Employee: Felicia Clemmons

Position: Physical Therapist (in-person)

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

Bill Rate: \$95/hour

Payment: Invoices submitted by the 5th of the month, paid after the 2nd Board meeting of the month

ADDITIONAL INFORMATION:

Comments:

Pioneer Healthcare Services

Aberdeen School District

By: *Tyler Gruden*

By: _____
Superintendent or Designee

Date: 01 / 29 / 2025

Date: _____

Qty	Description	Manufacturer	Model #	Color or Detail	Condition	Administrator	Building	Date added to list
1	couch in the auditorium (plaid multi colored couch)	unknown	unknown	plaid	used	Roiko	AHS	11/13/2024
1	small baby grand piano	Howard		brown	used (broken leg)	Roiko	AHS	11/13/24
1	Large wood desk	unknown	unknown	brown wood	used	Carroll	Hopkins	11/14/2024
1	Uninet DTF100 printer	Uninet	DTF100	n/a	broken	Green	Miller	11/15/24
1	Northman power heater/fan	Northman industries	8082458	beige	non working	Hammill	McDermoth	11/18/2024
1	Laminator				broken	Olson	Robert Gray	12/3/24
1	Powermatic Mortise and Tenon machine	Powermatic	400	serial #7940037	good	Green	AHS	12/17/2024
1	bookshelf (large from the library)	unknown	unknown	blue and white	good	Erwin	CP	12/19/24
1	small/medium wooden desk	unknown	unknown	light wood with white top	used	Erwin	CP	12/19/2024
15	purple student chairs	unknown	unknown	purple	used	Erwin	CP	12/20/2024
13	Boxes library books	various	N/A	N/A	used	Erwin	CP	1/7/2025
3	Boxes of unbarcoded Dictionaries	Scott Foresman/Macmillan	N/A	N/A	used	Erwin	CP	1/7/2025
1	Box The Sentence Master Binder set 1,2,3,4	Laureate Learning Systems	N/A	N/A		Erwin	CP	1/7/2025
1	Follett Software Binder	Follett	N/A	N/A		Erwin	CP	1/7/2025
1	Kid Pix Studio Binder	Broderbund	N/A	N/A		Erwin	CP	1/7/2025
1	I Spy Binder	Scholastics	N/A	N/A	Used	Erwin	CP	1/7/2025
1	Box AR Discs	Renaissance	N/A	N/A	Used	Erwin	CP	1/7/2025
1	Diversity Resource Notebook Binder	unknown	unknown	white	Used	Erwin	CP	1/7/2025
1	Case Logic CD case	Case Logic	unknown	beige	used	Erwin	CP	1/7/2025
1	Sewing machine adapted for disabilities	Husqvarna Viking 3000	3240	White	Good	Sandstrom	Stewart warehouse	1/9/2025
7	Boxes of Library paperback books	various	N/A	N/A	used	Erwin	CP	1/10/2025
1	Hobart Reach-In Refrigerator	Hobart	Q1	SN 32545853	non working	Matisons	Stewart Warehouse	1/15/2025
2	2-Algebra 2 Textbooks (Excellent Condition)				excellent	Roiko	AHS	1/21/25
1	1-Geometry Textbook (Excellent Condition)				excellent	Roiko	AHS	1/21/2025
1	Lord of the Flies-339610138362518 (Bad Condition)				bad	Roiko	AHS	1/21/2025
1	The Curious Incident of the Dog in the Night-Time-339610138389789 (Bad Condition)				bad	Roiko	AHS	1/21/2025
1	Ender's Game-33961011083007 (Bad Condition)				bad	Roiko	AHS	1/21/2025
1	True History of the Kelly Gang-33961011065889 (Bad Condition)				bad	Roiko	AHS	1/21/2025
1	Lord of the Flies-33961012848655 (Bad Condition)				bad	Roiko	AHS	1/21/2025

1	Attack on Titan 2: Colossal Edition-33961013837889 (Bad Condition)				bad	Roiko	AHS	1/21/2025
1	100 Resorts in Georgia-Good Condition				Good	Roiko	AHS	1/21/2025
1	Dolphins 101-Good Condition				Good	Roiko	AHS	1/21/2025
1	Dolphins of the World-Ok Condition				Good	Roiko	AHS	1/21/2025
1	Dolphins-Good Condition				Good	Roiko	AHS	1/21/2025
1	Stony Man x2-Good Condition				Good	Roiko	AHS	1/21/2025
1	The Destiny of the Sword-Good Condition				Good	Roiko	AHS	1/21/2025
1	Dolphin Diaries-Good Condition				Good	Roiko	AHS	1/21/2025
1	The Practice Effect-Good Condition				Good	Roiko	AHS	1/21/2025
1	The Iron Marshal-Good Condition				Good	Roiko	AHS	1/21/2025
1	The Hero and the Crown-Good Condition				Good	Roiko	AHS	1/21/2025
1	The King's Buccaneer-Good Condition				Good	Roiko	AHS	1/21/2025
1	The Price of Peace-Good Condition				Good	Roiko	AHS	1/21/2025
1	Westward the Tide-Good Condition				Good	Roiko	AHS	1/21/2025
1	The Proving Trail-Ok Condition				Good	Roiko	AHS	1/21/2025
1	Friday-Ok Condition				Good	Roiko	AHS	1/21/2025
1	.Dolphine Song-Bad Condition				Good	Roiko	AHS	1/21/2025
1	.Dolphins at Daybreak-Ok Condition				Good	Roiko	AHS	1/21/2025
1	.Dolphin Tale 2-Good Condition				Good	Roiko	AHS	1/21/2025
1	Dolphin Diaries: Beyond the Sunrise-Good Condition				Good	Roiko	AHS	1/21/2025
1	Dolphin Diaries: Racing the Wind-Good Condition				Good	Roiko	AHS	1/21/2025
1	Dolphins at Daybreak-Good Condition				Good	Roiko	AHS	1/21/2025
3	3 large boxes of Surplus Library Books	Misc.	N/A	N/A	damaged	Meers	MJH	1/22/2025

CERTIFICATED

RETIREMENTS: We recommend the Board approve the following certificated retirements:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Terry Dion	Aberdeen High School	Teacher	08/31/25
Tracy Ecklund	Aberdeen High School	Teacher	08/15/25

Certificated Substitute Hires:

Catherine (Dalma) Ashby
Ann Taylor

CLASSIFIED

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Kelly Emery	Administration	Payroll Specialist	01/27/25
Ana Cabrales	Aberdeen High School	Counseling Secretary – CYO	02/05/25
Destiny Couvalt	Aberdeen High School	Musical: Stage Manager	01/21/25
Ken Erickson	Aberdeen High School	Musical: Sound Engineer	01/21/25
Kyle Guggisberg	Aberdeen High School	Musical: Vocal Director	01/21/25
Mark Manning	Aberdeen High School	Musical: Set Build, Lead	01/21/25
Jeannie McNeal	Aberdeen High School	Musical: Costume Designer	01/21/25
Caden West	Aberdeen High School	Piano Accompanist	03/01/25
David Workman	Aberdeen High School	Musical: Lighting Designer	01/21/25
Lauren Fagerstedt	AJ West Elementary	Paraeducator – CYO	01/21/25
Kelly Bielec	Central Park Elementary	ASP: Site Coordinator	01/16/25
Kelly Bielec	Central Park Elementary	ASP: Paraeducator	01/16/25
Britney Perez	Central Park Elementary	ASP: Paraeducator	01/16/25
Cathleen Johnson	McDermoth Elementary	Paraeducator – CYO	12/11/24
Patricia Rojas	Stevens Elementary	Student Support Family Assistant – Bilingual	01/29/25

LEAVE OF ABSENCES: We recommend the Board approve the following classified leave of absences:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Laura Sanz	Administration	Secretary	01/09/25-04/08/25
Charlene Bolden	Transportation	Bus Driver	01/24/25-03/03/25

RETIREMENTS: We recommend the Board approve the following classified retirements:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Diane Lee	Hopkins	Family Service Worker	06/30/25
Christy Zelepuza	Hopkins	Family Service Worker	08/31/25

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Maria Garcia-Lopez	Harbor Learning Center	Student Family Support Assistant	01/31/25
Sarah Beese	AJ West Elementary	Paraeducator	01/17/25

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>
Kyle Guggisberg	Aberdeen High School	Assistant Girls' Tennis Coach	03/03/25
Kallie Knutson	Aberdeen High School	Assistant Girls' Tennis Coach – CYO	03/03/25
Erin Pehl	Aberdeen High School	Assistant Track Coach	03/03/25

CLASSIFIED (Cont'd)

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>
Harley Revel	Aberdeen High School	Assistant Track Coach	03/03/25
Romeo Sanchez	Miller Jr. High	Assistant Boys' Soccer Coach	02/17/25
Megan Jones	Elementary	Head 5 th Grade Boys' Basketball Coach	01/13/25
Melissa Veach	Elementary	Head 5 th Grade Boys' Basketball Coach	01/16/25

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>
Mike Bruner	Aberdeen High School	Assistant Baseball Coach .5 FTE	12/12/24
Erik Hiles	Aberdeen High School	Assistant Track Coach	01/14/25

Classified Substitute Hire:

Gina Salick