



Centralia School District

Special Board Meeting

Date and Time

Thursday July 31, 2025 at 6:00 PM PDT

Location

2320 Borst Ave
Centralia, WA 98531

Thursday, July 31, 2025

Centralia District Office Boardroom

6:00 p.m. Special Board Meeting

Zoom: <https://zoom.us/j/97065944029>

Facebook: <https://www.facebook.com/centraliaschooldistrict>

Our Mission: Prioritize Students- Uphold High Expectations- Champion Hope- Cultivate Collaboration

Our Vision: All Students Achieve Academic and Personal Excellence

Agenda

I. Opening Items

- A. Call the Meeting to Order
- B. Flag Salute
- C. Record Attendance

Tim Browning, President
Sarah Holmes, Director
Cameron McGee, Director
Kayla Mounts, Director
Deb Parnham, Director

D. Approval of the Agenda

II. New Business

A. Consideration of Approval of 2025-26 Kelly Substitute Contract

III. Board Member Reports

IV. Closing Items

A. Future Meeting Schedule and Board Recommended Agenda Items for Future Meetings

Board Study Session

Wednesday, August 14, 2025

8:30 a.m. at Centralia District Office Boardroom

Regular Board Meeting

Thursday, August 28, 2025

5:00 p.m. at Centralia District Office Boardroom

B. Adjourn Meeting

People with disabilities should contact the superintendent's office at least 24 hours in advance so that arrangements can be made for them to participate in board meetings.

Coversheet

Consideration of Approval of 2025-26 Kelly Substitute Contract

Section:	II. New Business
Item:	A. Consideration of Approval of 2025-26 Kelly Substitute Contract
Purpose:	
Submitted by:	
Related Material:	Summary Sheet - 25-26 Kelly Sub Contract.pdf 062525 Centralia DPT Contract_.pdf

Centralia School District 401

Regular School Board Meeting

AGENDA ITEM DETAILS

SUBJECT:

Agreement for Kelly Services, Inc. Supplemental Educational Service Contract – Substitute Services

BACKGROUND:

The substitute services contract with Kelly Services, formerly known as Teacher on Call, will change this year after the district received an arbitration ruling that substitutes must be directly employed by the district. Kelly changed their service model to address this issue, and they now will handle recruiting, screening, scheduling, and usage reporting for these roles. The district will become the employer of the substitutes, handling payroll and benefits.

RATIONALE:

Entering into this updated agreement with Kelly Services allows the district to maintain critical support in recruiting and managing substitute personnel while aligning with recent arbitration requirements. By shifting the employment relationship to the district, Centralia complies with the ruling that substitutes must be district employees, while still leveraging Kelly's expertise in candidate sourcing, screening, and daily scheduling logistics.

FISCAL IMPACT:

Costs will be incurred on a per-assignment basis as services are used, with funding allocated from the district's substitute staffing budget.

BUDGET SOURCE:

Substitute Staffing Budget

DATA SOURCES:

Samantha Mitchell, Executive Director of Human Resources; Joe Vetter, Executive Director of Financial Services; CBA; Arbitration Ruling

SUBMITTED BY:

Samantha Mitchell, Executive Director of Human Resources

RECOMMENDED ACTION:

Approve the agreement with Kelly Services, Inc. to support substitute staffing and ensure consistent service delivery across certificated and classified support roles.



AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES

THIS AGREEMENT is entered into this 25th day of June, 2025 between Kelly Services, Inc., a Delaware corporation, with its principal place of business located at 999 West Big Beaver Road, Troy, Michigan 48084 ("Kelly"), and Centralia School District, with its principal offices located at 2320 Borst Avenue, Centralia, WA 98531 ("Customer").

1. DESCRIPTION, LOCATION AND PRICING OF SERVICES.

Kelly will, at Customer's request, provide supplemental educational services which shall consist of recruiting, screening, scheduling, and providing Customer with service usage reports for substitute educators and support staff positions. The pricing and additional details regarding the services shall be as set forth in Exhibit A.

Automated Scheduling

Kelly may provide an interactive, voice-activated response (IVR) and internet program for automated scheduling. Among other things, the program would enable Kelly to provide Customer with certain reports and information related to scheduling and the program would permit the Customer and its designated representatives to schedule regular teacher absences. Implementation of the IVR/internet program would require that the Customer provide certain information concerning the employment positions that the Agreement for Educational Supplemental Services covers and the personnel currently in such positions.

Any information that the Customer provides Kelly for the purposes of implementing the IVR/internet program will be used in connection with the supplemental educational services that Kelly provides. Kelly will not use such information for any other purpose without the Customer's prior written consent.

Information in reports that Kelly furnishes to the Customer that are generated based on the IVR/web program will contain information that the Customer's personnel provides upon accessing and using the IVR/web program. Accordingly, the accuracy of such information depends on the accuracy of the information provided by the Customer's personnel. The Customer will be solely responsible for verifying the accuracy of such information.

2. KELLY'S RESPONSIBILITIES.

- a. **Generally.** Kelly will recruit, screen, schedule, and refer to Customer for consideration candidates who satisfy the screening and qualification requirements which are communicated by Customer to Kelly and mutually agreed upon by Kelly and Customer for the subject education-related employment positions. Kelly will exclusively refer candidates to the Customer who have successfully met Customer required background screening criteria, however, Candidate background screens will not be shared between Kelly and Customer.
- b. **Records.** Kelly will maintain all records relating to the services furnished under this Agreement for three (3) years from the date the records are made and make such records available for review by Customer at reasonable times within such three-(3) year period upon Customer's request. Further, upon Customer's request and in accordance with reasonable business practices, Kelly will provide Customer with a copy of any of these records which Customer is required to maintain pursuant to state or local law.
- c. **Reasonable Efforts and Timeliness.** Kelly will exercise reasonable efforts in providing the services requested by Customer under this Agreement and shall provide the services in a timely manner.
- d. **Compliance.** Kelly will comply with its obligations under all applicable laws, regulations and orders, including, but not limited to, equal opportunity employment laws and regulations and the Immigration Reform and Control Act.
- e. **NOT EMPLOYEES. IT IS UNDERSTOOD AND AGREED BY THE PARTIES FOR THE PURPOSES OF THIS AGREEMENT, THAT CANDIDATES REFERRED TO CUSTOMER BY KELLY ARE NOT EMPLOYEES OF KELLY.**



3. CUSTOMER'S RESPONSIBILITIES.

- a. **Generally.** Customer will communicate to Kelly in writing on a timely basis accurate and complete information regarding the screening requirements and qualifications that Kelly is to utilize in recruiting, screening, and referring candidates to Customer, as well as the job duties, work hours, pay rate, and any other relevant terms of employment concerning the subject employment position with Customer. At Customer's discretion, Customer will hire candidates referred to Customer by Kelly. Customer has no duty to hire any candidate referred to Customer by Kelly.
- b. **Employment Records, Wage Payments, and Benefits.** Upon Customer's decision to employ any candidate referred by Kelly, Customer is solely responsible for: (i) hiring the Kelly candidate as an employee of Customer; (ii) maintaining all necessary personnel and payroll records for Kelly candidates hired by Customer; (iii) calculating the wages and withholding taxes and other government mandated charges, if any, for Kelly candidates hired by Customer; (iv) remitting such taxes and charges to the appropriate government entity; (v) paying net wages and fringe benefits, if any; (vi) complying with any requirements regarding Customer's status as a state or local government employer, including but not limited to making employer contributions to a state or local government employee/teacher retirement system, complying with prevailing wage regulations, etc., and (vii) providing any required workers' compensation and unemployment insurance coverage in amounts as required by law.
- c. **Control of Customer Premises, Site-specific Information and Supervision.** Customer shall be solely responsible for the control of its premises. Customer shall provide Kelly candidates that it employs with all necessary site-specific information and training, including but not limited to emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records and information. Customer shall be the sole employer of any Kelly candidate whom Customer employs. Customer will be responsible for supervising the performance of any Kelly candidates whom Customer employs. Kelly shall not in any way be deemed responsible for supervising a Kelly candidate employed by Customer.
- d. **Compliance.** In connection with Customer's performance of this Agreement, employment of any candidates referred by Kelly, and employment-related decision-making concerning candidates referred by Kelly, Customer will comply with its obligations under all applicable laws, regulations and orders, including, but not limited to, the equal employment opportunity and other employment-related laws; Immigration Reform and Control Act; state or local laws, whichever is applicable, relating to public employee/teachers retirement systems, tenure, and prevailing wage or other applicable wage and hour laws; and federal, state, and local occupational safety and health administration laws. Further, Customer represents that it has the power and authority to enter into this Agreement and that the terms of this Agreement do not violate school board/district policies or the terms of any agreement that Customer has with any labor union.

4. PAYMENT FOR SERVICES.

In consideration of Kelly's performance, Customer will pay Kelly in accordance with the pricing set forth in Exhibit A. Kelly will invoice Customer monthly at the address set forth above or at any other address that Customer designates. Payment will be due upon Customer's receipt of the Kelly invoice. In the event of termination of this Agreement, Customer will pay Kelly promptly for services performed up to the time of termination.

5. TERM; TERMINATION.

The term of this Agreement begins as of the date first shown above and will continue in effect until canceled by either party upon not less than ninety (90) days prior written notice to the other. Kelly reserves the right, however, to terminate this Agreement immediately in the event of non-payment for services rendered in accordance with the payment terms in this Agreement, discovery that Customer is not authorized to contract with Kelly in this manner, or Customer's breach of a duty that Customer has under this Agreement. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

6. ADJUSTMENTS TO PRICING.



At least annually during the term of this Agreement the parties will review the pricing provided in Exhibit A and agree upon such adjustments as may be necessary to meet market conditions and the level of services requested by Customer. Unless otherwise provided by law, any sales or use tax on the services provided under this Agreement or prices set forth in Exhibit A will be added to the invoiced amount as a separate line item and paid by Customer to Kelly.

7. LIABILITY INSURANCE.

Kelly will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- a. **Workers' Compensation.** Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;
- b. **Employer's Liability.** Employer's Liability insurance with a limit of \$1,000,000;
- c. **Commercial General Liability.** Commercial general liability insurance with a \$1,000,000 per occurrence and includes bodily injury and property damage coverage;
- d. **Commercial Automobile Liability.** Commercial automobile liability insurance with a \$2,000,000 combined single limit on vehicles owned, leased, or rented by Kelly while performing under this Agreement;
- e. **Umbrella Liability Insurance.** Umbrella liability insurance to be used in excess of the liability policies with \$15,000,000 combined single limit per occurrence; and
- f. **Commercial Blanket Bond.** A commercial blanket bond with limits of \$3,000,000 in the aggregate per occurrence and includes coverage of employee dishonesty to the extent Kelly failed in its responsibilities in Section 2 of this Agreement.

Kelly will provide Customer with a certificate of this insurance coverage upon request.

8. INDEMNIFICATION BY KELLY.

Kelly will indemnify, defend and hold harmless Customer and its school board members, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) imposed upon or incurred by Customer to the extent arising out of any of the following:

- a. Kelly's failure to comply with its obligations under any applicable laws, regulations or orders; or
- b. Breach of any obligation of Kelly contained in this Agreement.

Kelly's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential damages; (ii) the extent that damages are due to Customer's failure to fulfill its duties under Section 3; (iii) the extent that any damages are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents; or (iv) the extent that Customer is required to indemnify Kelly against such damages under Section 9.

9. INDEMNIFICATION BY CUSTOMER.

Customer will indemnify, defend and hold harmless Kelly and its directors, officers, employees and agents from and against all damages imposed upon or incurred by Kelly to the extent arising out of any of the following:

- a. Customer's failure to comply with its obligations under applicable laws, regulations or orders; or
- b. Breach of any obligation of Customer contained in this Agreement.

Customer's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential damages; (ii) the extent any damages are due to Kelly's failure to fulfill its duties under Section 2; (iii) the extent that



any damages are the result of any negligent act or omission or intentional misconduct of Kelly, its officers, staff employees, or agents; or (iv) the extent that Kelly is required to indemnify Customer against such damages under Section 8.

10. NOTIFICATION OF CLAIMS.

Customer and Kelly agree (a) to notify each other in writing of any asserted claim within ten (10) days of either discovery of the occurrence upon which the claim may be based or discovery of the claim, whichever occurs first, and (b) to permit Kelly or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused. Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of Kelly must be obtained from the Kelly Law Department, 999 West. Big Beaver Road, Troy, Michigan 48084.

11. PERMITS AND LICENSES.

Each party will maintain in effect during the term of this Agreement any and all federal, state and/or local licenses and permits that may be required with respect to the respective business in which each party is engaged.

12. FORCE MAJEURE.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

(i) acts of God; (ii) flood, fire, pandemic, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a force majeure event shall give notice within five (5) days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

13. NOTICES.

Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by e-mail or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.

Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

14. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of Washington without deference to rules regarding choice of laws.

15. SECTION HEADINGS.

The Section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

16. SEVERABILITY; WAIVER.



The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

17. ASSIGNMENT.

Kelly may assign this agreement without the prior consent of Customer. This agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

18. ENTIRETY.

This Agreement and its Appendices are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the undersigned representative of Kelly is duly authorized to enter into and legally bind Kelly with regard to agreements of this kind; and similarly, the Customer's school board has authorized and approved this Agreement and delegated to the undersigned Customer representative the authority to execute this Agreement.

KELLY SERVICES, INC.

Centralia School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A

This Exhibit A is incorporated and made part of the Agreement for Educational Supplemental Services between Kelly Services, Inc. and Centralia School District, dated June 25, 2025. The information in Exhibit A is confidential and proprietary to Kelly. Customer agrees not to disclose the contents of Exhibit A to persons or entities not party to this agreement without Kelly's written permission.

Kelly will provide recruiting, screening, and scheduling services; and provide service usage reports. Kelly will provide recruiting services it deems appropriate to fulfill its obligations under this agreement. The screening services shall include the following:

1. Prescreen and Behavioral Interview
2. Completion of Smart trainings series based on position
3. Proof of Education and/or Certifications
4. Criminal Background Check and current State Fingerprinting process

Customer requests that Kelly administer the following Customer employment application and/or personnel forms to Kelly candidates:

1. District Application Package
2. District Specific Orientation

Customer authorizes Kelly to act as its agent in administering the above forms. Kelly will administer such forms on Customer's behalf in compliance with applicable employment and immigration laws.

The fees for the above-described services shall be as follows:

Service Line	Transaction Fee	Description
Teachers	\$ 42.75	Daily Filled Assignment Fee
Paraeducators	\$ 42.75	Daily Filled Assignment Fee

Additionally, at the Customer's request, Kelly will provide direct hire services. These services are distinguished from the above services as they relate to recruiting, screening, and referral to Customer of candidates to be considered for hire by Customer as full or part-time employees of the Customer and not as substitutes for customer employees who are absent due to illness, medical leave, professional training/meetings, parent conferences, personal reasons, etc.

KELLY SERVICES, INC.

Centralia School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____