Centralia School District

July Regular Board Meeting

Date and Time

Thursday July 23, 2026 at 5:00 PM PDT

Thursday, July 23, 2026
Centralia High School Performing Arts Center
5:00 p.m. Board Meeting
Zoom:
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

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Agenda

		Presenter
I.	**Opening Items**	
A.	Call the Meeting to Order	
B.	Flag Salute	Student Board Representatives
C.	Record Attendance	

Tim Browning, President
Deb Parnham, Vice President
Sarah Holmes, Director
Lisa Leon, Director

Presenter

Kayla Mounts, Director

D. Approval of the Agenda

II. Public Comment

III. Video Reports (Informational Only)

The following video reports have been provided to the Board of Directors in advance of this meeting for their individual review. These reports will not be presented or discussed during the meeting, but are included here for transparency and public access. Community members are encouraged to view the reports at their convenience using the links below. No formal action will be taken on these items during this meeting unless otherwise noted.

A. AVID Video Report — Allison Hillstron, STEM Director

B. Safety, Security, and Evacuation Video Report — Joe Vetter and Christian Peters

IV. Reports to the Board

A. Special Education Report — Tammie Jensen-Tabor, Executive Director of Special Services

B. Superintendent Report — Lisa Grant

C. Strategic Plan Update — Lisa Grant

V. Board Discussion

A. Board Goals — Tim Browning

B. Superintendent Goals — Tim Browning

VI. Approval of Consent Agenda

A. Previous Meeting Minutes — Lisa Grant

		Presenter
B.	Personnel	Samantha Mitchell, Exec. Director of Human Resources
C.	Voucher Warrants	Joe Vetter, Exec. Director of Fiscal Services
D.	Budget Status Report	Joe Vetter, Executive Director of Fiscal Services

VII. New Business

A.	Consideration of Approval of Resolution 2026-04 School Bond Guarantee (SBG) Resolution	Joe Vetter, Executive Director of Fiscal Services
B.	Consideration of Approval of 2026-05 Refunding Delegation Resolution	Joe Vetter, Executive Director of Fiscal Services
C.	Consideration of Approval of 2026-06, 2026-27 School Year Budget Resolution	Joe Vetter, Executive Director of Fiscal Services
D.	Consideration of Approval of Aya Contract	Tammie Jensen-Tabor, Executive Director of Special Services
E.	Consideration of Approval of CompHealth Contract	Tammie Jensen-Tabor, Executive Director of Special Services
F.	Consideration of Approval of Elevation Contract	Tammie Jensen-Tabor, Executive Director of Special Services
G.	Consideration of Approval of ESD 113 RBT Services Contract	Tammie Jensen-Tabor, Executive Director of Special Services

		Presenter
H.	Consideration of Approval of Olympic Academy Summit Contract	Tammie Jensen-Tabor, Executive Director of Special Services
I.	Consideration of Approval of Soliant Contract	Tammie Jensen-Tabor, Executive Director of Special Services
J.	Consideration of Approval of Sounds of Success Contract	Tammie Jensen-Tabor, Executive Director of Special Services
K.	Consideration of Approval of CTE Surplus Request	Carissa Folgner, CHS CTE Director
L.	Consideration of Approval of Security Camera Replacements	Jim Bringman, Director of Transportation

VIII. Board Member Reports

IX. Executive Session

To discuss the performance of a school district employee. RCW 42.30.110.

X. Closing Items

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

Study Session
Thursday, August 13, 2026
5:00 p.m. at Centralia High School Performing Arts Center

Board Meeting
Thursday, August 27, 2026
5:00 p.m. at Centralia High School Performing Arts Center

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

Previous Meeting Minutes

Section:	VI. Approval of Consent Agenda
Item:	A. Previous Meeting Minutes
Purpose:	Vote
Submitted by:	
Related Material:	6.11.26 Special Board Meeting Minutes.pdf 6.11.26 Regular Board Meeting Minutes.pdf

Special Board Meeting Minutes
Thursday, June 11, 2026
Centralia High School PAC
4:00p.m. Special Board Meeting

1. **CALL TO ORDER**
ATTENDANCE
Tim Browning, President; Deb Parnham, Vice President; Sarah Holmes, Director; Sarah Holmes, Director; Lisa Leon, Director; Kayla Mounts, Director, Lisa Grant, Secretary;Maddie Ahern, Student Board Representative, and Brittany Kindell, Recording Secretary.
PLACE AND TIME OF MEETING
The Centralia School District Board of Directors met at the Centralia High School PAC. Tim Browning, President, called the Special Board Meeting to order at 4:01 p.m.

2. **FLAG SALUTE**
Tim Browning, led the pledge of allegiance.

3. **APPROVAL OF THE AGENDA**
Deb Parnham moved, and Sarah Holmes seconded the motion.
The motion carried with a unanimous vote.

4. **YEARS OF SERVICE RECOGNITION**

   a. **15 YEARS**
      i. Fred Noreau, Washington Elementary School
      ii. Adam Riffe, Centralia Middle School
      iii. Kendra Meek, Centralia High School
      iv. Pete Kendall, Centralia High School
      v. Doug Ashmore, Centralia High School
      vi. Jeanette Southmayd, Centralia High School

   b. **20 YEARS**
      i. Lindsey Lord, Edison Elementary School
      ii. Josue Lowe, Edison Elementary School
      iii. Michelle Riffe, Edison Elementary School
      iv. Maria Hughes, Fords Prairie Elementary School
      v. Angel Mendoza, Fords Prairie Elementary School
      vi. John Sawyer, Jefferson Lincoln Elementary School
      vii. Kelley Burlingame, Oakview Elementary School
      viii. Alia Sherwood, Washington Elementary School
      ix. Tami Grubbs, Centralia Middle School
      x. Julie Smith, Centralia Middle School
      xi. Becky Barnes, Centralia High School

xii. Louie Blaser, Centralia High School
xiii. Jake Leduc, Centralia High School

c. 25 YEARS

i. Becky Langan, Edison Elementary School
ii. Johnna Steenkolk, Fords Prairie Elementary School
iii. Heidi Weaver, Fords Prairie Elementary School
iv. Heidi Holland, Washington Elementary School
v. Shari Johnson, Washington Elementary School
vi. Lauri Johnson, Centralia Middle/High School
vii. Jon Rooklidge, Centralia High School
viii. Lance Ulrigg, Centralia High School

d. 30 YEARS

i. Julie Iverson, Fords Prairie Elementary School

e. 35 YEARS

i. Kippi Phelps, Fords Prairie Elementary School
ii. Shawn Peters, Oakview Elementary School

f. 40 YEARS

i. John Schilt, Oakview Elementary School

5. RETIREMENT CEREMONY

a. Donna Finch, Edison Elementary School
b. Perry Winkle, Fords Prairie Elementary School
c. Susan Fox, Jefferson Lincoln Elementary School
d. Larry Crowley, Jefferson Lincoln Elementary School
e. Linda Steele, Jefferson Lincoln Elementary School
f. Connie Natcher, Washington Elementary School
g. Mary Lockmiller-Knutson, Washington Elementary School
h. Sandee Butler, Centralia Middle School
i. Lara Gregorich-Bennett, Centralia Middle School
j. David Bennett, Centralia Middle School
k. Lauri Johnson, Centralia Middle/High School
l. Linda Smith, Futurus High School
m. Peggy Floyd, Centralia School District

6. BOARD DISCUSSION

The board refrained from board discussion at this meeting. They will share board updates at the Regular School Board meeting next.

7. FUTURE MEETING SCHEDULE AND BOARD RECOMMENDED AGENDA ITEMS FOR FUTURE MEETINGS

Regular Board Meeting
Thursday, June 11, 2026
5:00 p.m. at Centralia High School Performing Arts Center

Special Board Meeting- Board Retreat
Wednesday, June 17, 2026
8:30 a.m. at Centralia District Office Boardroom

Study Session
Thursday, Jul 16, 2026
5:00 p.m. at Centralia High School Performing Arts Center

8. ADJOURNMENT

The board meeting concluded for the evening, in consensus, at 5:21 p.m.

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Tim Browning, President	Lisa Grant, Superintendent

Regular Board Meeting Minutes
Thursday, MJune 11, 2026
Centralia High School PAC
5:00 p.m. Board Meeting

A. CALL TO ORDER

ATTENDANCE

Tim Browning, President; Deb Parnham, Vice President; Sarah Holmes, Director; Lisa Leon, Director; Kayla Mounts, Director; Maddie Ahern, Student Board Representative; Lisa Grant, Secretary; and Brittany Kindell, Recording Secretary.

PLACE AND TIME OF MEETING

The Centralia School District Board of Directors met at the Centralia High School Tim Browning, President, called the Regular Board Meeting to order at 5:21 p.m.

B. FLAG SALUTE

Kayla Mounts, Director, led the pledge of allegiance.

C. APPROVAL OF THE AGENDA

Sarah Holmes moved, and Kayla Mounts seconded the motion.
The motion carried with a unanimous vote.

D. STUDENT AWARDS:

- **A. The Tiger Way Award**
  - a. Logan Kracker, Edison Elementary School
  - b. Charlie Wright, Oakview Elementary School
  - c. Jazmyn Louria, Centralia High School

E. STAFF AWARDS:

- **a. Staff Golden IT Award**

F. YEARS OF SERVICE RECOGNITION

- **a. 15 YEARS**
  - i. Fred Noreau, Washington Elementary School
  - ii. Adam Riffe, Centralia Middle School
  - iii. Kendra Meek, Centralia High School
  - iv. Pete Kendall, Centralia High School
  - v. Doug Ashmore, Centralia High School
  - vi. Jeanette Southmayd, Centralia High School
- **b. 20 YEARS**
  - i. Lindsey Lord, Edison Elementary School
  - ii. Josue Lowe, Edison Elementary School

iii. Michelle Riffe, Edison Elementary School
iv. Maria Hughes, Fords Prairie Elementary School
v. Angel Mendoza, Fords Prairie Elementary School
vi. John Sawyer, Jefferson Lincoln Elementary School
vii. Kelley Burlingame, Oakview Elementary School
viii. Alia Sherwood, Washington Elementary School
ix. Tami Grubbs, Centralia Middle School
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vi. Lauri Johnson, Centralia Middle/High School
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viii. Lance Ulrigg, Centralia High School

d. 30 YEARS
i. Julie Iverson, Fords Prairie Elementary School

e. 35 YEARS
i. Kippi Phelps, Fords Prairie Elementary School
ii. Shawn Peters, Oakview Elementary School

f. 40 YEARS
i. John Schilt, Oakview Elementary School

G. RETIREMENT CEREMONY
a. Donna Finch, Edison Elementary School
b. Perry Winkle, Fords Prairie Elementary School
c. Susan Fox, Jefferson Lincoln Elementary School
d. Larry Crowley, Jefferson Lincoln Elementary School
e. Linda Steele, Jefferson Lincoln Elementary School
f. Connie Natcher, Washington Elementary School
g. Mary Lockmiller-Knutson, Washington Elementary School
h. Sandee Butler, Centralia Middle School
i. Lara Gregorich-Bennett, Centralia Middle School
j. David Bennett, Centralia Middle School
k. Lauri Johnson, Centralia Middle/High School
l. Linda Smith, Futurus High School
m. Peggy Floyd, Centralia School District

H. PUBLIC COMMENT
a. There was one public comment for the evening:
i. Mayra- Dual Language Program

I. VIDEO REPORTS (INFORMATIONAL ONLY)

a. The following video reports have been provided to the Board of Directors in advance of this meeting for their individual review. These reports will not be presented or discussed during the meeting, but are included here for transparency and public access. Community members are encouraged to view the reports at their convenience. No formal action has been taken on these items during this meeting.
   i. Camp Cispus Video Report
   ii. CSD School Nurse Video Report
   iii. Facilities and Maintenance Video Report

J. REPORTS TO THE BOARD

a. Centralia Middle School School Report
Allison Hillstrom, CMS Principal and Scott Gagnon, CMS Assistant Principal, presented an update on their School Improvement Plan (SIP) goals backed up by current data.

b. Futurus High School Report
Allison Hillstrom, FHS Assistant Principal, presented an update on their School Improvement Plan (SIP) goals backed up by current data.

c. Student Representative Report
Student representatives shared happenings around the school over the past month.

d. Superintendent Report
Lisa Grant, Superintendent, shared the monthly report with an update on upcoming events, enrollment, and district activities.

e. Strategic Plan Update
Jeff Broome, Executive Director of Teaching and Learning, shared the monthly Strategic Plan report on the district's plans to achieve strategic plan goals in the 2025-26 school year. This month, Broome shared data from the spring iReady diagnostic for all five elementary schools.

K. APPROVAL OF CONSENT AGENDA

a. Previous Minutes
b. Personnel Report
c. Voucher Warrants
d. Travel Request Forms
e. Budget Status Report

Deb Parnham moved, and Lisa Leon seconded the motion.
The motion carried with a unanimous vote.

L. OLD BUSINESS

a. Consideration of Approval of Second and Final Reading of Board Policy
   i. 6213 Reimbursement for Travel Expenses

Deb Parnham moved, and Lisa Leon seconded the motion.
The motion carried with a unanimous vote.

M. NEW BUSINESS

a. Consideration of Approval ofEllison Foundation Grant- $7300

Kayla Mounts moved and Lisa Leon seconded the motion.
The motion carried with a unanimous vote.

b. **Consideration of Approval of $9,000 MacLeod Family Donation for CMS Gym Floor**
Lisa Leon moved and Sarah Holmes seconded the motion.
The motion carried with a unanimous vote.

N. BOARD MEMBER REPORTS

Each board member shared information on their activities and work they were involved with throughout the District over the past month.

O. EXECUTIVE SESSION

Tim Browning adjourned the meeting at 6:48 p.m. to go into executive session (closed to the public) to discuss the performance of a public employee. The session was expected to end at 7:30 p.m. with no action taken. The executive session began at 7:00 p.m. The executive session was extended to 7:50 p.m. The executive session was extended to 8:00 p.m.

P. FUTURE MEETING SCHEDULE AND BOARD RECOMMENDED AGENDA ITEMS FOR FUTURE MEETINGS

Special Board Meeting
Thursday, June 4, 2026
5:00 p.m., Centralia High School PAC

Study Session
Thursday, June 4, 2026
5:30 p.m., Centralia High School PAC

Retirement and Years of Service
Thursday, June 11, 2026
4:00 p.m., Centralia High School PAC

Board Meeting
Thursday, June 11, 2026
5:00 p.m., Centralia High School PAC

Q. NEW BUSINESS

a. **Consideration of Approval of Superintendent Contract Renewal for the 2026-27 School year**
Deb Parnham moved, and Lisa Leon seconded the motion.
The motion carried with a unanimous vote.

R. ADJOURNMENT

The Executive Session and Regular Board meeting concluded for the evening, in consensus, at 8:02 p.m.

Tim Browning, President	Lisa Grant, Superintendent

Coversheet

Personnel

Section:	VI. Approval of Consent Agenda
Item:	B. Personnel
Purpose:	Vote
Submitted by:	
Related Material:	Personnel Memo 7-26.pdf

Centralia School District #401

TO: Lisa Grant

FROM: Samantha Mitchell

DATE: July 17, 2026

SUBJECT: New hires, transfers, and other personnel changes for July 23, 2026 approval by the Board

Certificated Hires

Continuing

Holly Abbarno	CMS	.4 FTE Educational Specialist
Jackson Folkers	JL	5th Grade Teacher
Bianca Gutierrez	JL	Counselor
Dorinda Iverson	FP	5th Grade Teacher
Eva James	CHS/FHS	Dean of Students
Alivia Kremer	SP. ED.	School Psychologist
Brittni Leitch	FP	Special Education Teacher
Taya McCallum	ED/OAK	PE Teacher
Emily McCarthy	CMS	History/Leadership Teacher
Meagan Mower	JL	5th Grade Teacher
Whitney Nailon	FP	6th Grade Teacher
Tara Peters	OAK	.5 FTE Preschool Teacher
Connie Phegley	CMS	Multi-Lingual Teacher
Emily Thompson	OAK	1st Grade Teacher
Casey Thorpe	CHS	Multi-Lingual/Bridge Teacher

Temporary

Donovan Albert	WA	5th/6th Grade Teacher
Jennifer Kostelnik	WA	Counselor
Trevor Smith	CHS	English Teacher-Leave Replacement

Transfers

Johnna Steenkolk is transferring from 3rd grade teacher at Fords Prairie to 3rd grade teacher at Edison.
Tucker Sutton is transferring from 2nd grade teacher at Oakview to 2nd grade teacher at Washington.

Classified Hires

Continuing

Cody Crowston-Sikel	MTN	CMS Night Custodian
Carissa Kaut	CHS	K-12 Athletic Coordinator

Temporary

Taylor Lara	WA	Paraeducator-Leave Replacement

Coaches & Advisors

Devin Burton	CMS	Head Girls Soccer Coach
Craig Emerson	CMS	Head 7th Grade Football Coach
Lynnae Erickson	CMS	Cross Country Coach
Donald Gallon	CMS	Head 8th Grade Football Coach
Alison Sharp	OAK	Elementary Music Stipend - Band
Lance Somers	CMS	Assistant Football Coach

Lisa Grant Superintendent | Samantha Mitchell, Executive Director of Human Resources | Tammie Jensen-Tabor, Executive Director of Special Education | Jeff Broome, Executive Director of Teaching & Learning | Joe Vetter, Executive Director of Fiscal Services

Administration Office ● P.O. Box 610, Centralia, WA 98531-0610 ● Phone 360-330-7600 ● Fax 360-807-2888 ● www.centraliaschooldistrict.org

Centralia
School District #401

Resignations/Retirements/Leaves of Absence

Employee Name	Position	Personnel Action	Effective Date
Jamie Aldrich	Paraeducator at WA	Leave of Absence	September 1, 2026
Jamie Aldrich is requesting a leave of absence from September 1, 2026 through June 15, 2027.			
Patty Cie	5th Grade Teacher at OAK	Retirement	August 31, 2026
Nicolette Hart	Instructional Coach for District	Leave of Absence	August 21, 2026
Nicolette Hart is requesting a leave of absence from August 21, 2026 to January 1, 2027.			
Ashley Jeffries	5th Grade Teacher at JL	Resignation	June 12, 2026
Joy Lewis	Sp. Ed. Paraeducator at ED	Resignation	June 12, 2026
Dianne Perkins	Special Ed. Paraeducator at OAK	Retirement	June 12, 2026
Tana Rogerson	Special Ed. Teacher at FP	Resignation	June 12, 2026
Richard Sanchez	College & Career Coord. at CHS	Leave of Absence	June 3, 2026
Richard Sanchez is requesting a leave of absence from June 3, 2026 through June 18, 2026.			
Danielle Schwitzke	Sp. Ed. Paraeducator at FP	Resignation	June 12, 2026
Katlin Spearman	OT / Special Ed. Teacher at Popes	Leave of Absence	May 8, 2026
Katlin Spearman is requesting a leave of absence from May 8, 2026 through June 12, 2026.			
Carina Valtierra	1st Grade Teacher at OAK	Resignation	June 12, 2026

Coversheet

Budget Status Report

Section:	VI. Approval of Consent Agenda
Item:	D. Budget Status Report
Purpose:	
Submitted by:	
Related Material:	May Budget Status.pdf

10--General Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2025 (September 1, 2025 - August 31, 2026)

For the CENTRALIA SCHOOL DISTRICT #401 School District for the Month of May , 2026

A. REVENUES/OTHER FIN. SOURCES	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 LOCAL TAXES	5,891,406	540,981.26	5,653,623.44		237,782.56	95.96
2000 LOCAL SUPPORT NONTAX	853,032	36,780.42	240,059.60		612,972.40	28.14
3000 STATE, GENERAL PURPOSE	32,739,199	1,631,448.30	24,657,260.08		8,081,938.92	75.31
4000 STATE, SPECIAL PURPOSE	14,634,585	510,370.89	9,588,959.64		5,045,625.36	65.52
5000 FEDERAL, GENERAL PURPOSE	210,000	.00	364,584.26		154,584.26-	173.61
6000 FEDERAL, SPECIAL PURPOSE	6,216,902	430,484.29	3,940,567.70		2,276,334.30	63.38
7000 REVENUES FR OTH SCH DIST	1,526,730	126,792.01	828,380.76		698,349.24	54.26
8000 OTHER AGENCIES AND ASSOCIATES	187,955	9,780.43	91,415.45		96,539.55	48.64
9000 OTHER FINANCING SOURCES	0	.00	.00		.00	0.00
Total REVENUES/OTHER FIN. SOURCES	62,259,809	3,286,637.60	45,364,850.93		16,894,958.07	72.86
B. EXPENDITURES						
00 Regular Instruction	27,193,663	2,427,036.43	20,187,334.07	5,226,848.31	1,779,480.62	93.46
10 Federal Stimulus	0	.00	.00	0.00	.00	0.00
20 Special Ed Instruction	10,449,272	814,194.06	7,348,217.23	2,272,486.97	828,567.80	92.07
30 Voc. Ed Instruction	4,164,862	355,639.15	3,085,286.81	868,597.28	210,977.91	94.93
40 Skills Center Instruction	0	.00	.00	0.00	.00	0.00
50+60 Compensatory Ed Instruct.	6,485,862	499,165.26	4,423,448.54	1,328,508.38	733,905.08	88.68
70 Other Instructional Pgms	114,040	7,384.84	103,088.47	22,632.23	11,680.70-	110.24
80 Community Services	860,000	41,346.12	384,426.35	53,476.33	422,097.32	50.92
90 Support Services	13,146,380	1,124,751.56	10,401,872.95	2,213,221.65	531,285.40	95.96
Total EXPENDITURES	62,414,079	5,269,517.42	45,933,674.42	11,985,771.15	4,494,633.43	92.80
C. OTHER FIN. USES TRANS. OUT (GL 536)	0	.00	.00			
D. OTHER FINANCING USES (GL 535)	0	.00	.00			
E. UNUSUAL/INFREQUENT-INFLOWS (GL 968)	0	.00	.00		.00	0.00
F. UNUSUAL/INFREQUENT-OUTFLOWS (GL 538)	0	.00	.00		.00	0.00
G. NET CHANGE IN FUND BALANCE (A-B-C-D+E-F)	154,270-	1,982,879.82-	568,823.49-		414,553.49-	268.72
H. TOTAL BEGINNING FUND BALANCE	4,102,175		4,718,668.62			
I. G/L 896, 897, 898 ACCOUNTING CHANGES AND ERROR CORRECTIONS (+OR-)	XXXXXXXXX		.00			
J. TOTAL ENDING FUND BALANCE (G+H + OR - I)	3,947,905		4,149,845.13			

K. ENDING FUND BALANCE ACCOUNTS:

G/L 810 Restricted For Other Items	0	2,300.00
G/L 815 Restric Unequalized Deduct Rev	0	.00
G/L 821 Restricted for Carryover	0	490,415.42
G/L 823 Restricted for Carryover of Tra	0	.00
G/L 825 Restricted for Skills Center	0	.00
G/L 828 Restricted for C/O of FS Rev	0	.00
G/L 830 Restricted For Debt Serv	0	.00
G/L 835 Restrictd For Arbitrage Rebate	0	.00
G/L 840 Nonspnd FB - Invent/Prepd Itms	0	196,934.15
G/L 845 Restricted for Self-Insurance	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 870 Committed to Other Purposes	0	.00
G/L 872 Committd to Econmc Stabilizatn	0	.00
G/L 873 Committed to Depreciation Sub-F	0	.00
G/L 875 Assigned Contingencies	0	.00
G/L 884 Assigned to Other Cap Projects	0	.00
G/L 888 Assigned to Other Purposes	2,175	.00
G/L 890 Unassigned Fund Balance	1,086,734	553,167.71
G/L 891 Unassigned Min Fnd Bal Policy	3,020,527	3,017,822.15
TOTAL	4,109,436	4,260,639.43
Differences	161,531-	110,794.30

Note: A difference in the annual budget column represents an error between Revenue, Expenditure, Residual Equity Transfer accounts and Fund Balance ledger accounts. In the Actual For Year column the arithmetically displayed Fund Balance is different than the posted Fund Balance.

Exception s Found:

10 823 2025 G/L ACCOUNT DESC MISSING

10 873 2025 G/L ACCOUNT DESC MISSING

10 896 2025 G/L ACCOUNT DESC MISSING

10 897 2025 G/L ACCOUNT DESC MISSING

20--Capital Projects Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2025 (September 1, 2025 - August 31, 2026)

For the CENTRALIA SCHOOL DISTRICT #401 School District for the Month of May, 2026

A. REVENUES/OTHER FIN. SOURCES	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 Local Taxes	0	.00	.00		.00	0.00
2000 Local Support Nontax	600,000	18,448.27	282,409.86		317,590.14	47.07
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	0	.00	.00		.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
7000 Revenues Fr Oth Sch Dist	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
Total REVENUES/OTHER FIN. SOURCES	600,000	18,448.27	282,409.86		317,590.14	47.07
B. EXPENDITURES						
10 Sites	0	.00	.00	0.00	.00	0.00
20 Buildings	3,809,355	74,269.10	838,893.56	72,959.35	2,897,502.09	23.94
30 Equipment	0	.00	.00	0.00	.00	0.00
40 Energy	0	.00	.00	0.00	.00	0.00
50 Sales & Lease Expenditure	0	191.49	1,976.09	0.00	1,976.09-	0.00
60 Bond Issuance Expenditure	0	.00	.00	0.00	.00	0.00
90 Debt	0	.00	661.25	0.00	661.25-	0.00
Total EXPENDITURES	3,809,355	74,460.59	841,530.90	72,959.35	2,894,864.75	24.01
C. OTHER FIN. USES TRANS. OUT (GL 536)	0	.00	.00			
D. OTHER FINANCING USES (GL 535)	0	.00	.00			
E. UNUSUAL/INFREQUENT-INFLOWS (GL 968)	0	.00	.00		.00	0.00
F. UNUSUAL/INFREQUENT-OUTFLOWS (GL 538)	0	.00	.00		.00	0.00
G. NET CHANGE IN FUND BALANCE (A-B-C-D+E-F)	3,209,355-	56,012.32-	559,121.04-		2,650,233.96	82.58-
H. TOTAL BEGINNING FUND BALANCE	3,500,000		4,328,919.30			
I. G/L 896, 897, 898 ACCOUNTING CHANGES AND ERROR CORRECTIONS (+OR-)	XXXXXXXXX		.00			
J. TOTAL ENDING FUND BALANCE (G+H + OR - I)	290,645		3,769,798.26			

K. ENDING FUND BALANCE ACCOUNTS:

G/L 810 Restricted For Other Items	0	.00
G/L 825 Restricted for Skills Center	0	.00
G/L 830 Restricted for Debt Service	0	.00
G/L 835 Restrictd For Arbitrage Rebate	0	.00
G/L 840 Nonspnd FB - Invent/Prepd Itms	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 861 Restricted from Bond Proceeds	0	4,549.82-
G/L 862 Committed from Levy Proceeds	0	.00
G/L 863 Restricted from State Proceeds	0	.00
G/L 864 Rsrv Of Fed Proceeds	0	.00
G/L 865 Restricted from Other Proceeds	0	825,170.05
G/L 866 Restrict from Impact Fees	0	.00
G/L 867 Restricted from Mitigation Fees	0	.00
G/L 868 Restricted from CTE Carryover R	0	.00
G/L 869 Restricted fr Undistr Proceeds	0	.00
G/L 870 Committed to Other Purposes	0	.00
G/L 889 Assigned to Fund Purposes	290,645	2,939,502.14
G/L 890 Unassigned Fund Balance	0	.00
TOTAL	290,645	3,760,122.37
Differences	0	9,675.89-

Note: A difference in the annual budget column represents an error between Revenue, Expenditure, Residual Equity Transfer accounts and Fund Balance ledger accounts. In the Actual For Year column the arithmetically displayed Fund Balance is different than the posted Fund Balance.

Exception s Found:

20 825 2025 G/L ACCOUNT DESC MISSING

20 835 2025 G/L ACCOUNT DESC MISSING

20 850 2025 G/L ACCOUNT DESC MISSING

20 868 2025 G/L ACCOUNT DESC MISSING

20 869 2025 G/L ACCOUNT DESC MISSING

20 870 2025 G/L ACCOUNT DESC MISSING

20 896 2025 G/L ACCOUNT DESC MISSING

20 897 2025 G/L ACCOUNT DESC MISSING

30--Debt Service Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2025 (September 1, 2025 - August 31, 2026)

For the CENTRALIA SCHOOL DISTRICT #401 School District for the Month of May , 2026

A. REVENUES/OTHER FIN. SOURCES	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 Local Taxes	4,387,388	403,546.43	4,290,122.34		97,265.66	97.78
2000 Local Support Nontax	134,864	15,595.43	136,984.10		2,120.10-	101.57
3000 State, General Purpose	0	1.37	115,324.75		115,324.75-	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
Total REVENUES/OTHER FIN. SOURCES	4,522,252	419,143.23	4,542,431.19		20,179.19-	100.45
B. EXPENDITURES						
Matured Bond Expenditures	1,760,000	.00	1,760,000.00	0.00	.00	100.00
Interest On Bonds	2,827,750	.00	1,435,875.00	0.00	1,391,875.00	50.78
Interfund Loan Interest	0	.00	.00	0.00	.00	0.00
Bond Transfer Fees	1,000	.00	350.00	0.00	650.00	35.00
Arbitrage Rebate	0	.00	.00	0.00	.00	0.00
Underwriter's Fees	0	.00	.00	0.00	.00	0.00
Total EXPENDITURES	4,588,750	.00	3,196,225.00	0.00	1,392,525.00	69.65
C. OTHER FIN. USES TRANS. OUT (GL 536)	0	.00	.00			
D. OTHER FINANCING USES (GL 535)	0	.00	.00			
E. UNUSUAL/INFREQUENT-INFLOWS (GL 968)	0	.00	.00		.00	0.00
F. UNUSUAL/INFREQUENT-OUTFLOWS (GL 538)	0	.00	.00		.00	0.00
G. NET CHANGE IN FUND BALANCE (A-B-C-D+E-F)	66,498-	419,143.23	1,346,206.19		1,412,704.19	< 1000-
H. TOTAL BEGINNING FUND BALANCE	3,514,590		3,450,009.54			
I. G/L 896, 897, 898 ACCOUNTING CHANGES AND ERROR CORRECTIONS (+OR-)	XXXXXXXXX		.00			
J. TOTAL ENDING FUND BALANCE (G+H + OR - I)	3,448,092		4,796,215.73			
K. ENDING FUND BALANCE ACCOUNTS:						
G/L 810 Restricted for Other Items	0		.00			
G/L 830 Restricted for Debt Service	3,448,092		4,796,215.73			
G/L 835 Restrictd For Arbitrage Rebate	0		.00			
G/L 870 Committed to Other Purposes	0		.00			
G/L 889 Assigned to Fund Pruposes	0		.00			
G/L 890 Unassigned Fund Balance	0		.00			
TOTAL	3,448,092		4,796,215.73			

40--Associated Student Body Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2025 (September 1, 2025 - August 31, 2026)

For the CENTRALIA SCHOOL DISTRICT #401 School District for the Month of May , 2026

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
A. REVENUES						
1000 General Student Body	180,613	6,113.42	35,747.96-		216,360.96	19.79-
2000 Athletics	699,284	1,500.00	211,565.28		487,718.72	30.25
3000 Classes	32,000	4,072.39	12,839.90		19,160.10	40.12
4000 Clubs	285,026	8,343.49	56,649.13		228,376.87	19.88
6000 Private Moneys	2,000	.00	2,084.28		84.28-	104.21
Total REVENUES	1,198,923	20,029.30	247,390.63		951,532.37	20.63
B. EXPENDITURES						
1000 General Student Body	227,220	64.00	25,657.80	12,476.72	189,085.48	16.78
2000 Athletics	790,837	15,352.22	145,895.06	65,934.80	579,007.14	26.79
3000 Classes	24,833	1,300.00	3,881.58	2,319.74	18,631.68	24.97
4000 Clubs	290,456	8,094.94	21,867.56	24,722.87	243,865.57	16.04
6000 Private Moneys	38,936	.00	5,247.81	896.58	32,791.61	15.78
Total EXPENDITURES	1,372,282	24,811.16	202,549.81	106,350.71	1,063,381.48	22.51
C. EXCESS OF REVENUES OVER(UNDER) EXPENDITURES (A-B)	173,359-	4,781.86-	44,840.82		218,199.82	125.87-
D. UNUSUAL/INFREQUENT-INFLOWS (GL 968)	0	.00	.00		.00	0.00
E. UNUSUAL/INFREQUENT-OUTFLOWS (GL 538)	0	.00	.00		.00	0.00
F. NET CHANGE IN FUND BALANCE (C+D-E)	173,359-	4,781.86-	44,840.82		218,199.82	125.87-
G. TOTAL BEGINNING FUND BALANCE	561,000		547,456.02			
H. G/L 896, 897, 898 ACCOUNTING CHANGES AND ERROR CORRECTIONS (+OR-)	XXXXXXXXX		.00			
I. TOTAL ENDING FUND BALANCE (F+G + OR - H)	387,641		592,296.84			
J. ENDING FUND BALANCE ACCOUNTS:						
G/L 810 Restricted for Other Items	0		.00			
G/L 819 Restricted for Fund Purposes	387,641		592,296.84			
G/L 840 Nonspnd FB - Invent/Prepd Itms	0		.00			
G/L 850 Restricted for Uninsured Risks	0		.00			
G/L 870 Committed to Other Purposes	0		.00			
G/L 889 Assigned to Fund Purposes	0		.00			
G/L 890 Unassigned Fund Balance	0		.00			
TOTAL	387,641		592,296.84			

90--Transportation Vehicle Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2025 (September 1, 2025 - August 31, 2026)

For the CENTRALIA SCHOOL DISTRICT #401 School District for the Month of May, 2026

A. REVENUES/OTHER FIN. SOURCES	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 Local Taxes	0	.00	.00		.00	0.00
2000 Local Non Tax	45,000	5,336.24	53,538.89		8,538.89-	118.98
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	212,155	.00	.00		212,155.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
8000 Other Agencies & Assoc	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	2,260.00		2,260.00-	0.00
Total REVENUES/OTHER FIN. SOURCES	257,155	5,336.24	55,798.89		201,356.11	21.70
B. EXPENDITURES						
Type 30 Equipment	1,000,000	.00	337,827.71	0.00	662,172.29	33.78
Type 40 Energy	0	.00	.00	0.00	.00	0.00
Type 60 Bond Levy Issuance	0	.00	.00	0.00	.00	0.00
Type 90 Debt	0	.00	.00	0.00	.00	0.00
Total EXPENDITURES	1,000,000	.00	337,827.71	0.00	662,172.29	33.78
C. OTHER FIN. USES TRANS. OUT (GL 536)	0	.00	.00			
D. OTHER FINANCING USES (GL 535)	0	.00	.00			
E. UNUSUAL/INFREQUENT-INFLOWS (GL 968)	0	.00	.00		.00	0.00
F. UNUSUAL/INFREQUENT-OUTFLOWS (GL 538)	0	.00	.00		.00	0.00
G. NET CHANGE IN FUND BALANCE (A-B-C-D+E-F)	742,845-	5,336.24	282,028.82-		460,816.18	62.03-
H. TOTAL BEGINNING FUND BALANCE	1,600,000		1,895,431.62			
I. G/L 896, 897, 898 ACCOUNTING CHANGES AND ERROR CORRECTIONS (+OR-)	XXXXXXXXX		.00			
J. TOTAL ENDING FUND BALANCE (G+H + OR - I)	857,155		1,613,402.80			
K. ENDING FUND BALANCE ACCOUNTS:						
G/L 810 Restricted For Other Items	0		.00			
G/L 819 Restricted for Fund Purposes	857,155		1,613,402.80			
G/L 830 RESERVE FOR DEBT SERVICE	0		.00			
G/L 835 Restrictd For Arbitrage Rebate	0		.00			
G/L 840 Nonspnd FB - Invent/Prepd Itms	0		.00			
G/L 850 Restricted for Uninsured Risks	0		.00			
G/L 889 Assigned to Fund Purposes	0		.00			
G/L 890 Unassigned Fund Balance	0		.00			
TOTAL	857,155		1,613,402.80			

*********************** End of report ***********************

Coversheet

Consideration of Approval of Resolution 2026-04 School Bond Guarantee (SBG) Resolution

Section: VII. New Business
Item: A. Consideration of Approval of Resolution 2026-04 School Bond Guarantee (SBG) Resolution
Purpose:
Submitted by:
Related Material: Centralia SD 2026 SBG Resolution.pdf

CENTRALIA SCHOOL DISTRICT NO. 401
LEWIS AND THURSTON COUNTIES, WASHINGTON

RESOLUTION NO. 2026-04

A RESOLUTION of the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington, authorizing the District to request a Certificate of Eligibility from the State Treasurer pursuant to chapter 39.98 RCW and the rules adopted thereunder by the State Finance Committee; designating the District officials authorized to file with the State Treasurer the request for a Certificate of Eligibility; and providing for related matters.

ADOPTED: July 23, 2026

This document prepared by:

FOSTER GARVEY P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-6264

FG: 110474861.1

CENTRALIA SCHOOL DISTRICT NO. 401
LEWIS AND THURSTON COUNTIES, WASHINGTON

RESOLUTION NO. 2026-04

A RESOLUTION of the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington, authorizing the District to request a Certificate of Eligibility from the State Treasurer pursuant to chapter 39.98 RCW and the rules adopted thereunder by the State Finance Committee; designating the District officials authorized to file with the State Treasurer the request for a Certificate of Eligibility; and providing for related matters.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CENTRALIA SCHOOL DISTRICT NO. 401, LEWIS AND THURSTON COUNTIES, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Centralia School District No. 401, Lewis and Thurston Counties, Washington (the "District") takes note of the following facts and makes the following findings and determinations:

(a) Pursuant to Resolution No. 2017-01, adopted by the Board on March 15, 2017 (the "2017 Resolution"), and that certain Bond Purchase Agreement, dated May 9, 2017, between the District and D.A. Davidson & Co. (the "2017 BPA"), the District issued, sold and delivered its Unlimited Tax General Obligation Bonds, 2017, in the principal amount of $64,170,000, dated June 1, 2017 (the "2017 Bonds"), and by the 2017 Resolution and the 2017 BPA reserved the right to refund a portion of the 2017 Bonds. The 2017 Bonds were approved by the District's voters on February 14, 2017, pursuant to Resolution No. 2016-22, adopted by the Board on November 22, 2016. A true and correct copy of Resolution No. 2016-22 is attached hereto as Exhibit "A" and by this reference is incorporated herein.

(b) There is presently outstanding $53,760,000 principal amount of the 2017 Bonds that may be currently refunded under the 2017 Resolution and the 2017 BPA (the "2017 Outstanding Bonds"). It is in the best interest of the District to refund all or a portion of the 2017 Outstanding Bonds with the sale, issuance and delivery of the District's unlimited tax general obligation refunding bonds, in one or more series, with the aggregate principal amount of which shall not exceed $55,100,000 (the "Refunding Bonds").

(c) Pursuant to the Washington State School District Credit Enhancement Program, authorized by chapter 39.98 RCW (the "Guarantee Program"), the State of Washington (the "State") is authorized to pledge its full faith, credit and taxing power to guarantee the payment of voter-approved school district general obligation bonds. The purpose of the Guarantee Program is to encourage lower interest rates for such bonds than school districts alone can command, thereby providing a savings to the taxpayers. Certain rules to implement and administer the Guarantee Program under chapter 39.98 RCW have been adopted by the State Finance Committee (the "Rules"). To become eligible under the Guarantee Program, chapter 39.98 RCW and the Rules require the Board to adopt a resolution that: (i) authorizes the District to request a certificate evidencing the State's guaranty under the Guarantee Program (a "Certificate of Eligibility") from the Treasurer of the State (the "State Treasurer"); and (ii) designates the District official(s) to file

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with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility. It is in the best interests of the District's taxpayers to request the State's guaranty for payment of the Refunding Bonds under the Guarantee Program.

Section 2. Request for Certificate of Eligibility. The Board authorizes the District to request a Certificate of Eligibility from the State Treasurer evidencing the State's guaranty for payment of the Refunding Bonds pursuant to the Guarantee Program and in accordance with chapter 39.98 RCW and the Rules.

Section 3. Authorized District Officials. The Board designates the Secretary to the Board (the "Secretary") and the District's Executive Director of Fiscal Services (the "Executive Director of Fiscal Services") as the District officials severally authorized (*i.e.,* each of them acting alone) to file with the State Treasurer, on behalf of the District, the request for the Certificate of Eligibility authorized in Section 2 of this resolution pursuant to the Guarantee Program and in accordance with chapter 39.98 RCW and the Rules.

Section 4. Execution; General Authorization and Ratification. This resolution may be executed by the Directors being present and voting, or only the President of the Board (the "President"), and attested by the Secretary, in tangible medium, manual, facsimile or electronic form under any security procedure or platform, and notwithstanding any other District resolution, rule, policy or procedure, or in any other manner evidencing its adoption. The President, the Secretary, the Executive Director of Fiscal Services, other appropriate officials of the District and the District's Bond Counsel, Foster Garvey P.C., are severally authorized and directed to take such actions and to create, accept, execute, send, use and rely upon such tangible medium, manual, facsimile or electronic documents, records and signatures under any security procedure or platform, and notwithstanding any other District resolution, rule, policy or procedure, as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

Section 5. Effective Date. This resolution takes effect from and after its adoption.

[*Remainder of page intentionally left blank; signature page follows*]

ADOPTED by the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington, at a regular open public meeting held on July 23, 2026.

CENTRALIA SCHOOL DISTRICT NO. 401
LEWIS AND THURSTON COUNTIES,
WASHINGTON

____
President and Director

____
Vice President and Director

____
Director

____
Director

____
Director

ATTEST:

____
DR. LISA GRANT
Secretary to the Board of Directors

FG: 110474861.1

EXHIBIT "A"

COPY OF RESOLUTION NO. 2016-22

CENTRALIA SCHOOL DISTRICT NO. 401
LEWIS AND THURSTON COUNTIES, WASHINGTON

BONDS TO CONSTRUCT, RENOVATE, AND IMPROVE SCHOOL FACILITIES

RESOLUTION NO. 2016-22

A RESOLUTION of the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington, providing for the form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the district at a special election to be held therein on February 14, 2017, of a proposition for the issuance of its general obligation bonds in the aggregate principal amount of $74,000,000, or so much thereof as may be issued under the laws governing the indebtedness of school districts for the purpose of providing funds for the constructing, renovating, modernizing, improving, upgrading, rebuilding and enlarging of existing facilities, and authorizing the Superintendent and/or Business Manager to submit a request for eligibility for the Washington State School District Credit Enhancement Program.

ADOPTED NOVEMBER 22, 2016

PREPARED BY:

K&L GATES LLP
Seattle, Washington

CENTRALIA SCHOOL DISTRICT NO. 401
RESOLUTION NO. 2016-22

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* This table of contents and the cover page are not a part of this resolution; they are included for convenience of the reader only.

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RESOLUTION NO. 2016-22

A RESOLUTION of the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington, providing for the form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the district at a special election to be held therein on February 14, 2017, of a proposition for the issuance of its general obligation bonds in the aggregate principal amount of $74,000,000, or so much thereof as may be issued under the laws governing the indebtedness of school districts for the purpose of providing funds for the constructing, renovating, modernizing, improving, upgrading, rebuilding and enlarging of existing facilities, and authorizing the Superintendent and/or Business Manager to submit a request for eligibility for the Washington State School District Credit Enhancement Program.

WHEREAS, improved facilities are needed in Centralia School District No. 401, Lewis and Thurston Counties, Washington (the "District") in order to provide the students of the District with safe, adequate and efficient educational facilities; and

WHEREAS, in order to provide all or a part of the funds to enable the District to acquire, construct and equip new facilities and to undertake renovations, remodeling, enlarging and upgrades to extend the life of the District's existing facilities, including elementary and high school buildings, and undertake other capital projects described more fully in this resolution it is deemed necessary and advisable that the District issue and sell its unlimited tax general obligation bonds (the "Bonds") to provide funds for such purposes; and

WHEREAS, the Constitution and laws of the State of Washington provide that the question of whether or not the Bonds may be issued and sold for such purposes must be submitted to the qualified electors of the District for their ratification or rejection; and

WHEREAS, in RCW ch. 39.98 (the "Credit Enhancement Act"), the State Legislature established a credit enhancement program (the "Program") for voter-approved school district general obligation bonds; and

WHEREAS, Section 39.98.040 of the Credit Enhancement Act authorizes the state treasurer to make a determination that a school district is eligible for participation in the Program if the state treasurer determines that the District is eligible under rules adopted by the state finance committee; and

WHEREAS, the District may elect to participate in the Program upon an administrative determination that it is cost-effective;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRALIA SCHOOL DISTRICT NO. 401, LEWIS AND THURSTON COUNTIES, WASHINGTON, as follows:

Section 1. Findings. This Board of Directors (the "Board") hereby finds and declares that the best interest of the students and other inhabitants of the District require the District to carry out the plans hereinafter provided at the time or times and in the order deemed most necessary and advisable by the Board.

Section 2. Capital Improvements. The District shall make the following capital improvements (the "Improvements"):

- Undertake renovation and modernization of Centralia High School consistent with a 21st century learning environment, to include removal of portable classrooms, improved security and renovation and upgrade of permanent classrooms and support facilities through replacement of civil, mechanical, electrical, technology and architectural systems;

- Make needed expansions, safety and security improvements, modernizations, and/or replacements to Jefferson Lincoln Elementary School as needed to remove portable classrooms and create a new K-6 elementary school with a gym and separate cafeteria/multi-purpose rooms to house approximately 525 students;

- Make needed expansions, safety and security improvements, modernizations, and/or replacements to Fords Prairie Elementary School as needed to remove portable classrooms and create a new K-6 elementary school with a gym and separate cafeteria/multi-purpose rooms to house approximately 525 students;
- Undertake technology additions and improvements; and
- Undertake safety and security improvements at selected facilities of the District.

In connection with the foregoing Improvements, the District may also acquire sites as needed in order to accomplish the Improvements and the cost of acquisition shall be considered part of the Improvements. The cost of all necessary planning, architectural, engineering, and other consulting services, inspection and testing, administrative and relocation expenses, demolition, site work, on and off-site utilities, related improvements, including but not limited to parking, driveways, entry ways, landscaping and related athletic facilities and other costs incurred in connection with the making of the foregoing capital improvements shall be deemed a part of the costs of the Improvements. Such Improvements shall include all necessary furniture, equipment and appurtenances.

If available funds are sufficient from the proceeds of Bonds authorized for the above purposes, the District may use such funds to acquire sites for facilities of the District or to pay the principal of or interest on the Bonds. In the alternative, if available funds are sufficient from the proceeds of Bonds authorized for the above purposes and/or state and local circumstances require, the District may use such funds to acquire, construct, equip, modernize and make other capital improvements to the facilities of the District, all as the Board of Directors may determine, after holding a public hearing thereon pursuant to RCW 28A.530.020.

The District shall determine the application of available moneys as between the various Improvements set forth above so as to accomplish, as nearly as may be, all of the Improvements described or provided for in this section. The District shall determine the exact extent and specifications for construction of structures or other improvements.

If the Board shall determine that it has become impractical to accomplish any of such Improvements or portions thereof by reason of state or local circumstances, including changed conditions, incompatible development or costs substantially in excess of those estimated, the District shall not be required to accomplish such Improvements and may apply the Bond proceeds or any portion thereof to other portions of the Improvements, to other capital improvements, or to payment of principal of or interest on the Bonds, as the Board may determine after holding a public hearing thereon pursuant to RCW 28A.530.020.

In the event that the proceeds of sale of the Bonds, plus any other moneys of the District legally available, are insufficient to accomplish all of the Improvements provided by this section, the District shall use the available funds for paying the cost of those Improvements for which the Bonds were approved deemed by the Board most necessary and in the best interest of the District.

It is anticipated that the District will receive approximately $27,000,000 from state construction assistance program funding from the State of Washington pursuant to Chapter 28A.525 RCW. The District intends to apply such funds to the completion of the Improvements described in Section 2 and if not required for those purposes, then to pay principal of and/or interest on the Bonds. Such funds may also be used to make other capital improvements to the facilities of the District, but only after holding a public hearing thereon pursuant to RCW 28A.530.020.

Section 3. Authorization of Bonds. For the purpose of providing all or a part of the funds necessary to pay the cost of the Improvements, together with incidental costs and costs related to the sale and issuance of the Bonds, the District shall issue and sell its unlimited tax general obligation bonds in the principal amount of not to exceed $74,000,000. The balance of the cost of the Improvements shall be paid out of any money which the District now has or may later have on hand which are legally available for such purposes. None of the Bond proceeds shall be used for the replacement of equipment or for any other than a capital purpose. Such bonds shall be issued in an amount not exceeding the amount approved by the qualified electors of the District as required by the Constitution and laws of the State of Washington or exceeding the amount permitted by the Constitution and laws of the State of Washington.

Section 4. Details of Bonds. The bonds provided for in Section 3 hereof shall be sold in such amounts and at such time or times as deemed necessary and advisable by this Board and as permitted by law, shall bear interest at a rate or rates not to exceed the maximum rate permitted by law at the time the bonds are sold, and shall mature in such amounts and at such times within a maximum term of twenty five (25) years from date of issue, but may mature at an earlier date or dates, as authorized by this Board and as provided by law. Said bonds shall be general obligations of the District and, unless paid from other sources, both principal thereof and interest thereon shall be payable out of annual tax levies to be made upon all the taxable property within the District without limitation as to rate or amount and in excess of any constitutional or statutory tax limitations. The exact date, form, terms and maturities of said bonds shall be as hereafter fixed by resolution of the Board. After voter approval of the bond proposition and in anticipation of the issuance of such bonds, the District may issue short term obligations as authorized and provided by Chapter 39.50 RCW.

Section 5. Election. It is hereby found and declared that the best interests of the District requires the submission to the qualified electors of the District of the proposition of whether the District shall issue the Bonds at a special election to be held on February 14, 2017. The Lewis County Auditor, as *ex officio* supervisor of elections, is hereby requested also to call and conduct the special election to be held within the District and to submit to the qualified electors of the District the proposition set forth below. The Secretary of the Board is hereby authorized and directed to certify the proposition to said officials in the following form:

PROPOSITION NO. 1
CENTRALIA SCHOOL DISTRICT NO. 401

BONDS TO CONSTRUCT, RENOVATE, AND IMPROVE
SCHOOL FACILITIES - $74,000,000

The Board of Directors of Centralia School District No. 401 approved a proposition for bonds. This proposition would authorize the District to renovate Centralia High School; replacements of Jefferson Lincoln Elementary School and Fords Prairie Elementary School as needed and safety, security and other capital improvements to facilities of the District; to issue up to $74,000,000 of general obligation bonds maturing within a maximum term of 25 years, and to levy excess property taxes annually to repay the bonds, all as provided in Resolution No. 2016-22. Should this proposition be:

APPROVED?.. ☐

REJECTED? .... ☐

The Secretary of the Board of Directors is hereby authorized to deliver a certified copy of this resolution to the Lewis County Auditor and a courtesy copy to the Thurston County Auditor.

Section 6. Notices relating to Ballot Title. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Board hereby designates the (a) Superintendent (Mark Davalos), telephone 360.330.7600; fax: 360.330.7604; email: mdavalos@centralia.wednet.edu and (b) bond counsel, K&L Gates LLP (Cynthia Weed), telephone: 206.370.7801; fax: 206.370.6201; email: cynthia.weed@klgates.com, as the individuals to whom the Lewis County Auditor shall provide such notice. The Secretary of the Board is authorized to approve changes to the ballot title, if any, deemed necessary by the Lewis County Auditor or the Office of the Lewis County Prosecuting Attorney.

Section 7. Voters' Pamphlet. Pursuant to authority granted by RCW 29A.32.220, the Board of Directors hereby authorizes the District's participation in the local voters' pamphlet for the February 14, 2017 election and requests that the Lewis County Auditor prepare and publish a voters' pamphlet for this proposition. The District understands and agrees that it will be required to pay its proportionate share of the expenses of the voters' pamphlet.

Section 8. Request for Eligibility for the Credit Enhancement Program. In preparation for the issuance and sale of the Bonds after approval by the voters, the Board of Directors hereby requests that the State Treasurer issue a certificate of eligibility in favor of the District for participation by the District in the Program with respect to the Bonds. The Superintendent and/or Business Manager is hereby authorized (following voter approval) to submit such applications, resolutions and certifications as shall be required by the State Treasurer in reviewing the District's request for participation.

Section 9. Severability. In the event that any provision of this resolution shall be held to be invalid, such invalidity shall not affect or invalidate any other provision of this resolution or the Bonds, but they shall be construed and enforced as if such invalid provision had not been contained herein; provided, however, that any provision which shall for any reason be held by reason of its extent to be invalid shall be deemed to be in effect to the extent permitted by law.

Section 10. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington, at a regular meeting held this 22nd day of November, 2016.

CENTRALIA SCHOOL DISTRICT NO. 401,
LEWIS AND THURSTON COUNTIES,
WASHINGTON

President and Director

Director

Director

Director

Director

ATTEST:

Mark A. Davalos

Secretary of the Board of Directors

CERTIFICATE

I, the undersigned, Secretary of the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington (the "District"), and keeper of the records of the Board of Directors (the "Board"), DO HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2016-22 of the Board (herein called the "Resolution"), duly adopted at a regular meeting thereof held on the 22nd day of November, 2016.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the adoption of said Resolution; that all other requirements and proceedings incident to the proper adoption of said Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of November, 2016.

Mark A. Davalos

Secretary of the Board of Directors

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OFFICIAL BALLOT

CENTRALIA SCHOOL DISTRICT NO. 401
LEWIS AND THURSTON COUNTIES, WASHINGTON

February 14, 2017

INSTRUCTIONS TO VOTERS: To vote in favor of the following proposition, place a cross (X) in the square opposite the word "APPROVED"; to vote against the following proposition, place a cross (X) in the square opposite the word "REJECTED."

PROPOSITION NO. 1
CENTRALIA SCHOOL DISTRICT NO. 401

BONDS TO CONSTRUCT, RENOVATE, AND IMPROVE SCHOOL FACILITIES - $74,000,000

The Board of Directors of Centralia School District No. 401 approved a proposition for bonds. This proposition would authorize the District to renovate Centralia High School; replacements of Jefferson Lincoln Elementary School and Fords Prairie Elementary School as needed and safety, security and other capital improvements to facilities of the District; to issue up to $74,000,000 of general obligation bonds maturing within a maximum term of 25 years, and to levy excess property taxes annually to repay the bonds, all as provided in Resolution No. 2016-22. Should this proposition be:

APPROVED?.. ☐

REJECTED?.. ☐

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NOTICE OF SPECIAL ELECTION

CENTRALIA SCHOOL DISTRICT NO. 401
LEWIS AND THURSTON COUNTIES, WASHINGTON

February 14, 2017

NOTICE IS HEREBY GIVEN that on Tuesday, February 14, 2017, a special election will be held in the above-named school district for the submission to the qualified electors of said School district of the following proposition:

PROPOSITION NO. 1
CENTRALIA SCHOOL DISTRICT NO. 401

BONDS TO CONSTRUCT, RENOVATE, AND IMPROVE SCHOOL FACILITIES - $74,000,000

The Board of Directors of Centralia School District No. 401 approved a proposition for bonds. This proposition would authorize the District to renovate Centralia High School; replacements of Jefferson Lincoln Elementary School and Fords Prairie Elementary School as needed and safety, security and other capital improvements to facilities of the District; to issue up to $74,000,000 of general obligation bonds maturing within a maximum term of 25 years, and to levy excess property taxes annually to repay the bonds, all as provided in Resolution No. 2016-22. Should this proposition be:

APPROVED?.. ☐

REJECTED? .... ☐

Lewis County Auditor

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CERTIFICATION

I, DR. LISA GRANT, Secretary to the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington (the "District"), hereby certify as follows:

1. The foregoing Resolution No. 2026-04 (the "Resolution") is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Directors of the District (the "Board") held at its regular meeting place on July 23, 2026 (the "Meeting"), as that Resolution appears in the records of the District, and the Resolution is now in full force and effect; and

2. The Meeting was duly convened, held and included an opportunity for public comment, in all respects in accordance with law, a quorum of the members of the Board was present throughout the Meeting, and a sufficient number of members of the Board present voted in the proper manner for the adoption of the Resolution.

Dated: July 23, 2026.

CENTRALIA SCHOOL DISTRICT NO. 401
LEWIS AND THURSTON COUNTIES,
WASHINGTON

DR. LISA GRANT
Secretary to the Board of Directors

FG: 110474861.1

Coversheet

Consideration of Approval of 2026-05 Refunding Delegation Resolution

Section: VII. New Business
Item: B. Consideration of Approval of 2026-05 Refunding Delegation Resolution
Purpose:
Submitted by:
Related Material: Centralia SD 2026 Refunding Delegation Resolution.pdf

CENTRALIA SCHOOL DISTRICT NO. 401
LEWIS AND THURSTON COUNTIES, WASHINGTON

RESOLUTION NO. 2026-05

A RESOLUTION of the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington, relating to contracting indebtedness; providing for the issuance, fixing or setting parameters with respect to certain terms and covenants, and fixing the form of not to exceed $55,100,000 aggregate principal amount unlimited tax general obligation refunding bonds, in one or more series, to provide money with which to pay the cost of refunding, paying and redeeming all or a portion of the District's outstanding Unlimited Tax General Obligation Bonds, 2017; providing for and authorizing the use and application of the proceeds of the sale of the bonds herein authorized; providing for the appointment of a refunding trustee and authorizing the execution of one or more agreements with that refunding trustee; providing for the call, payment and redemption of the outstanding bonds to be refunded; providing that payment of the bonds be guaranteed by the State of Washington; appointing the District's designated representative pursuant to RCW 39.46.040(2) to approve final terms of the sale of the bonds; and providing for related matters.

ADOPTED: July 23, 2026

This document prepared by:

FOSTER GARVEY P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-6264

FG: 110474862.1

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CENTRALIA SCHOOL DISTRICT NO. 401
LEWIS AND THURSTON COUNTIES, WASHINGTON

RESOLUTION NO. 2026-05

A RESOLUTION of the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington, relating to contracting indebtedness; providing for the issuance, fixing or setting parameters with respect to certain terms and covenants, and fixing the form of not to exceed $55,100,000 aggregate principal amount unlimited tax general obligation refunding bonds, in one or more series, to provide money with which to pay the cost of refunding, paying and redeeming all or a portion of the District's outstanding Unlimited Tax General Obligation Bonds, 2017; providing for and authorizing the use and application of the proceeds of the sale of the bonds herein authorized; providing for the appointment of a refunding trustee and authorizing the execution of one or more agreements with that refunding trustee; providing for the call, payment and redemption of the outstanding bonds to be refunded; providing that payment of the bonds be guaranteed by the State of Washington; appointing the District's designated representative pursuant to RCW 39.46.040(2) to approve final terms of the sale of the bonds; and providing for related matters.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CENTRALIA SCHOOL DISTRICT NO. 401, LEWIS AND THURSTON COUNTIES, WASHINGTON, as follows:

Section 1. Definitions. In addition to the words and terms defined elsewhere in this resolution, the following words and terms as used in this resolution have the following meanings, unless the context or use indicates another or different meaning or intent:

(a) "2017 Bonds" means the Centralia School District No. 401, Lewis and Thurston Counties, Washington, Unlimited Tax General Obligation Bonds, 2017, dated June 1, 2017, issued in the original principal amount of $64,170,000 pursuant to the 2017 Resolution and the 2017 BPA.

(b) "2017 BPA" means that certain Bond Purchase Agreement, dated May 9, 2017, between the District and D.A. Davidson & Co., setting forth certain terms and conditions of the issuance, sale and delivery of the 2017 Bonds.

(c) "2017 Resolution" means Resolution No. 2017-01, adopted by the Board on March 15, 2017, authorizing the issuance, sale and delivery of the 2017 Bonds.

(d) "Acquired Obligations" means Government Obligations purchased to accomplish the refunding of the Refunded Bonds.

(e) "Aggregate Purchase Price" means, with respect to any Series of Bonds, the price to be paid by the Purchaser for the Bonds of that Series, calculated as the stated principal amount of that Series, plus original issue premium, if any, net of original issue discount, if any, and less underwriter's discount.

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(f) "Authorized Denomination" means $5,000 or any integral multiple of $5,000 within a maturity.

(g) "Beneficial Owner" means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(h) "Board" means the Board of Directors of the District.

(i) "Bond Counsel" means the firm of Foster Garvey P.C., its successor or any other attorneys or firm of attorneys selected by the District with a nationally recognized standing as bond counsel in the field of municipal finance.

(j) "Bond Purchase Agreement" means an offer to purchase any Series of Bonds, presented by the Purchaser and accepted by the Designated Representative, setting forth certain terms and conditions of the issuance, sale and delivery of such Series.

(k) "Bond Register" means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(l) "Bond Registrar" means the fiscal agent of the State, as the same may be designated by the State from time to time, or any successor or other bond registrar selected by the Treasurer.

(m) "Bonds" means the unlimited tax general obligation refunding bonds, issued in one or more Series, all as determined by the Designated Representative, pursuant to and for the purposes provided in this resolution.

(n) "Certificate of Eligibility" has the meaning set forth in Section 3(d) of this resolution.

(o) "Code" means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(p) "Debt Service Fund" means the Debt Service Fund of the District heretofore created pursuant to RCW 28A.320.330.

(q) "Designated Representative" means the officer(s) or employee(s) of the District appointed as such in Section 6 of this resolution, which officer(s) or employee(s) shall serve as the District's designated representative to take all actions authorized in this resolution.

(r) "District" means Centralia School District No. 401, Lewis and Thurston Counties, Washington.

(s) "District Contribution" means legally available money of the District, in addition to proceeds of any Series of Bonds, necessary or advisable to accomplish any Refunding Plan, as determined by the Designated Representative.

(t) "DTC" means The Depository Trust Company, New York, New York, or its nominee.

(u) "Executive Director of Fiscal Services" means the District's Executive Director of Fiscal Services, or such other officer of the District who may in the future perform the duties of that office, if any.

(v) "Final Terms" means the terms and conditions for the sale of a Series of Bonds set forth in the Bond Purchase Agreement for such Series of Bonds, including the principal amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, prices, and minimum savings for that Series of Bonds.

(w) "Government Obligations" means noncallable, nonprepayable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

(x) "Guarantee Program" means the Washington State School District Credit Enhancement Program as authorized in Article VIII, Section 1(e) of the Washington Constitution and chapter 39.98 RCW.

(y) "Issue Date" means, with respect to each Series of Bonds, the date of initial issuance and delivery of such Series of Bonds to the Purchaser in exchange for the purchase price of such Bonds.

(z) "Letter of Representations" means the Blanket Issuer Letter of Representations between the District and DTC substantially in the form on file with the District, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(aa) "MSRB" means the Municipal Securities Rulemaking Board.

(bb) "Official Statement" means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(cc) "Owner" means, without distinction, the Registered Owner and the Beneficial Owner.

(dd) "President" means the President of the Board (including the Vice President of the Board in case of the President's absence or disability), or any presiding officer or titular head of the Board, or any successor to the functions of the President.

(ee) "Purchaser" means D.A. Davidson & Co., and/or such other corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as underwriter or initial purchaser in a negotiated sale of any Series of Bonds.

(ff) "Rating Agency" means any nationally recognized rating agency then maintaining a rating on any Series of Bonds at the request of the District.

(gg) "RCW" means the Revised Code of Washington.

(hh) "Record Date" means the Bond Registrar's close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar's close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 10(d) of this resolution.

(ii) "Redemption Date" means a date, on or after December 1, 2026, but not later than 90 days after the Issue Date of any Series of Bonds, selected and fixed by the Designated Representative for redemption of Refunded Bonds.

(jj) "Refunded Bonds" means all or a portion of the Refunding Candidates selected by the Designated Representative to be refunded with proceeds of Bonds and included in a Refunding Plan.

(kk) "Refunding Candidates" has the meaning set forth in Section 3(a) of this resolution.

(ll) "Refunding Plan" means, with respect to the issuance of any Series of Bonds, the refunding of the Refunded Bonds through the issuance of such Series in the manner determined by the Designated Representative pursuant to this resolution and more particularly described in the applicable Bond Purchase Agreement, and/or separate certificate approved and executed by the Designated Representative, and, as applicable, a Refunding Trust Agreement.

(mm) "Refunding Trust Agreement" means a refunding trust agreement between the District and the Refunding Trustee relating to the use of proceeds of a particular Series of Bonds to redeem Refunded Bonds, which agreement will, as applicable, be dated the Issue Date of such Series of Bonds, all as further described in Section 16 of this resolution.

(nn) "Refunding Trustee" means U.S. Bank Trust Company, National Association of Seattle, Washington, or any successor trustee or escrow agent selected by the Designated Representative to serve as refunding trustee and/or fiscal agent to carry out a Refunding Plan.

(oo) "Registered Owner" means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the District utilizes a book–entry only registration system for any Series of Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(pp) "Rule 15c2-12" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(qq) "SEC" means the United States Securities and Exchange Commission.

(rr) "Secretary" means the Secretary to the Board, or other officer of the District who is the custodian of the records and proceedings of the Board, or any successor to the functions of the Secretary.

(ss) "Securities Depository" means DTC, any successor thereto, any substitute securities depository selected by the District that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(tt) "Series of Bonds" or "Series" means a series of Bonds issued pursuant to and for the purposes provided in this resolution.

(uu) "State" means the State of Washington.

(vv) "System of Registration" means the system of registration for the District's bonds and other obligations set forth in this resolution, including Sections 7 through 11.

(ww) "Term Bonds" means any Bonds designated as Term Bonds and subject to mandatory redemption in the years and amounts set forth in a Bond Purchase Agreement.

(xx) "Treasurer" means the Treasurer of Lewis County, Washington, as *ex officio* treasurer of the District.

(yy) "Undertaking" means the undertaking to provide continuing disclosure authorized to be entered into pursuant to Section 17(c) of this resolution.

Section 2. Rules of Interpretation. In this resolution, unless the context or use otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein" and any similar terms refer to this resolution as a whole and not to any particular section, paragraph, clause or subdivision of this resolution, and the term "heretofore" shall mean before the date of this resolution;

(b) Words importing a gender shall mean and include correlative words of each other gender and no gender, and words importing the singular number shall mean and include the plural number and vice versa;

(c) The terms: (i) "includes" and "including" shall not be limiting; (ii) "or" shall not be exclusive; and (iii) "person" or "persons" shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) The cover page, the table of contents and any headings preceding the text of the several sections and paragraphs of this resolution, and any marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect; and

(e) All references herein to "sections," "paragraphs, "clauses" and other subdivisions are to the corresponding sections, paragraphs, clauses or subdivisions hereof.

Section 3. Findings and Determinations. The Board takes note of the following facts and makes the following findings and determinations:

(a) The District issued the 2017 Bonds pursuant to the 2017 Resolution and the 2017 BPA and by the 2017 Resolution and the 2017 BPA reserved the right and option to redeem the 2017 Bonds maturing on and after December 1, 2027, on and after December 1, 2026, at a price of par plus accrued interest, if any, to the date of redemption. There is presently outstanding $53,760,000 principal amount of the 2017 Bonds maturing on December 1 in the years 2027 through 2037, inclusive, 2039, and 2041, bearing the interest rate of 5.00% *per annum*, that may be refunded under the 2017 Resolution and the 2017 BPA (the "Refunding Candidates").

(b) After due consideration, it appears to the Board that the Refunded Bonds may be refunded by the issuance, sale and delivery of the Bonds authorized and described herein, so long as a savings will be achieved as a result of the difference between the principal and interest cost over the life of such Bonds and the principal and interest cost over the life of the Refunded Bonds but for such refunding, as further set forth in Section 16(g) of this resolution. The Board deems it to be in the best interests of the District to issue, sell and deliver the Bonds, subject to the provisions of this resolution, to accomplish the Refunding Plan. To effect the Refunding Plan in the manner that will be most advantageous to the District, the Board finds it necessary and advisable that the proceeds of the sale of the Bonds, together with the District Contribution, if any, be held as uninvested cash and/or applied to purchase certain Acquired Obligations bearing interest and maturing at the time or times, and as necessary to accomplish the Refunding Plan.

(c) The Board, pursuant to RCW 39.46.040(2), desires to delegate authority to the Secretary and the Executive Director of Fiscal Services, for a limited time, to accept Final Terms of, and execute, one or more Bond Purchase Agreements, subject to the parameters for Final Terms set forth in this resolution, and to take such other actions as are specifically authorized in this resolution.

(d) Pursuant to the District's request (which request was set forth in Resolution No. 2026-04, adopted by the Board on July 23, 2026) and the Guarantee Program, the Treasurer of the State has issued or will issue a certificate of eligibility to the District (the "Certificate of Eligibility") pledging the full faith, credit, and taxing power of the State to guarantee the payment, when due, of the principal of and interest on the Bonds as provided in the Certificate of Eligibility, and the Board hereby deems that participation in the Guarantee Program is in the District's best interests.

Section 4. Authorization of Bonds. The District is hereby authorized to issue, sell and deliver one or more Series of Bonds (as determined by the Designated Representative pursuant to the parameters for Final Terms set forth in Exhibit A, which is attached to this resolution and incorporated herein by this reference) for the purpose of providing the money required, together with the District Contribution, if any, to accomplish one or more Refunding Plans, including paying the administrative costs of the refunding and the costs related to the issuance, sale and delivery of such Series of Bonds.

Section 5. Description of Bonds. The Bonds shall be designated as the Centralia School District No. 401, Lewis and Thurston Counties, Washington, Unlimited Tax General Obligation Refunding Bonds, 2026 (unless otherwise designated pursuant to the parameters for Final Terms set forth in Exhibit A). The Bonds shall be issued in one or more series in the aggregate principal amount of not to exceed $55,100,000, as further set forth in the parameters for Final Terms in Exhibit A; shall be in Authorized Denominations; and shall be numbered separately in the manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification. The Bonds of each Series shall be dated the Issue Date of such Series, shall bear interest from such Issue Date at the rates and shall mature in the years and principal amounts, including the designation of Term Bonds, if any, all as set forth in the Bond Purchase Agreement for such Series accepted by the Designated Representative pursuant to Section 6 of this resolution.

Section 6. Appointment of Designated Representative; Setting Parameters with Respect to Final Terms; Approval of Bond Purchase Agreements; Expiration of Authority. It is anticipated that each Series of Bonds will be sold by negotiated sale to the Purchaser and that the Purchaser will present a Bond Purchase Agreement to the District offering to purchase each or multiple Series of Bonds. Pursuant to RCW 39.46.040(2), the Secretary and the Executive Director of Fiscal Services each are appointed as the District's Designated Representative, and each of them acting alone is authorized and directed on the District's behalf to accept Final Terms of, and execute, one or more Bond Purchase Agreements, subject to the parameters for Final Terms set forth in Exhibit A, and to take such other actions as are specifically authorized to be taken by the Designated Representative in this resolution. The signature of one Designated Representative shall be sufficient to bind the District. Final Terms shall be confirmed in each Bond Purchase Agreement and/or separate certificate(s) approved and executed by the Designated Representative in connection with the issuance of each Series of Bonds. The authority granted to the Designated Representative by this Section 6, and the authority to issue any Series of Bonds pursuant to this resolution, shall expire on December 31, 2026 (but only with respect to any Series of Bonds not issued by such date). Any Series of Bonds not issued by such date may be reauthorized by resolution of the Board, which resolution may be in the form of a new or amendatory resolution.

Section 7. Bond Registrar; Registration and Transfer of Bonds.

(a) Registration of Bonds. The Bonds of each Series shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register maintained for such Series.

(b) Bond Registrar; Duties. Pursuant to RCW 39.46.030(3)(b), the Treasurer has appointed the Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of each Series of Bonds, which shall be open to inspection by the District at all reasonable times. The Bond Registrar is authorized, on behalf of the District, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this resolution, to serve as the District's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this resolution and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) Bond Register; Transfer and Exchange. The Bond Register for each Series shall contain the name and mailing address of the Registered Owner of each Bond of such Series and the principal amount and number of each Bond held by such Registered Owner. Any Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds of the same Series in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) Securities Depository; Book-Entry Only Form. DTC is appointed as initial Securities Depository. Each Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the District; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the District, the District may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the District does not appoint a substitute Securities Depository, or (ii) the District terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this resolution.

Neither the District nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the District nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner of a Bond registered in the name of the Securities Depository except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 8. Form and Execution of Bonds. The Bonds shall be prepared in a form consistent with the provisions of this resolution and State law and shall be signed by the President and the Secretary, either or both of whose signatures may be manual or in facsimile. The Bonds of each Series shall be printed at District expense and shall be delivered to the Purchaser in accordance with the Bond Purchase Agreement for such Series, together with the approving legal opinion of Bond Counsel regarding the Bonds of such Series.

No Bond shall be valid or obligatory for any purpose, or entitled to the benefits of this resolution, unless the Bond bears a certificate of authentication manually signed by the Bond Registrar stating: "This Bond is one of the fully registered Centralia School District No. 401, Lewis and Thurston Counties, Washington, Unlimited Tax General Obligation Refunding Bonds, 2026, described in the Bond Resolution." A minor deviation in the language of such certificate (including a deviation in the designation of the Bonds authorized by Exhibit A hereto) shall not void a certificate of authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a certificate of authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose manual or facsimile signature appears on the Bonds ceases to be an officer of the District authorized to sign bonds before the Bonds bearing that individual's manual or facsimile signature are authenticated or delivered by the Bond Registrar or issued by the District, those Bonds nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the District as though that individual had continued to be an officer of the District authorized to sign bonds. Any Bond also may be signed on behalf of the District by any individual who, on the actual date of signing of the Bond, is an officer of the District authorized to sign bonds, although that individual did not hold the required office on the Issue Date applicable to such Bond.

Section 9. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository are payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the District is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 10. Redemption Provisions and Purchase of Bonds.

(a) Optional Redemption. The Bonds may be subject to redemption at the option of the District on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) Mandatory Redemption. Each Bond that is designated as a Term Bond in a Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A and if not previously redeemed under any optional redemption provisions or purchased and surrendered for cancellation under the provisions as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts set forth in such Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the District and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The District shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) Selection of Bonds for Redemption; Partial Redemption. If fewer than all of the outstanding Bonds are to be redeemed at the option of the District, the District shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds within a single maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) Notice of Redemption. Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Designated Representative shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) Rescission of Optional Redemption Notice. In the case of an optional redemption, the notice of redemption may state that the District retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) Effect of Redemption. Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Debt Service Fund or in a trust account established to refund or defease the Bond.

(g) Purchase of Bonds. The District reserves the right to purchase any or all of the Bonds offered to the District or in the open market at any time at any price acceptable to the District plus accrued interest to the date of purchase.

Section 11. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity date or date fixed for redemption, the District shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity date or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Debt Service Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 12. Pledge of Taxes. For as long as any of the Bonds are outstanding, the District irrevocably pledges to levy taxes annually without limitation as to rate or amount on all of the taxable property within the District in an amount sufficient, together with other money legally available and to be used therefor, to pay when due the principal of and interest on the Bonds, and the full faith, credit and resources of the District are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Section 13. Tax Covenants.

(a) Preservation of Tax Exemption for Interest on Bonds. The District covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the District treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The District also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) Post-Issuance Compliance. The Secretary is authorized and directed to adopt, amend and implement, on behalf of the District, written procedures to facilitate compliance by the District with the covenants in this Section 13 and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal income tax purposes.

Section 14. Refunding or Defeasance of Bonds. The District may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the District sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this resolution and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the District may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the District in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this resolution for the redemption of Bonds.

Section 15. Debt Service Fund and Deposit of Bond Proceeds.

(a) From the proceeds received from the sale of each Series of Bonds, the Treasurer is authorized and directed to deposit in the Debt Service Fund any net premium and/or rounding (contingency) amounts that are not necessary to carry out the applicable Refunding Plan (which net premium and/or rounding amounts shall be used to pay interest on the Bonds of that Series on their earliest interest payment date or dates), and the remaining proceeds received from the sale of such Bonds, together with the District Contribution, if any, shall be deposited with the Refunding Trustee in accordance with the provisions of Section 16 of this resolution.

(b) The principal of and interest on the Bonds of each Series shall be paid from the Debt Service Fund. All taxes collected for and allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Debt Service Fund. Until needed to pay principal of and interest on the Bonds, the District may invest taxes collected for and allocated to the payment of the principal of and interest on the Bonds temporarily in any legal investment, and the investment earnings shall be retained in the Debt Service Fund and be spent for the purposes of that fund, except that the Board may authorize the transfer and credit of all or a portion of such investment earnings to another fund of the District pursuant to RCW 28A.320.320 or other applicable law.

Section 16. Refunding of the Refunded Bonds.

(a) Appointment of the Refunding Trustee. Pursuant to RCW 39.53.070, the Refunding Trustee is hereby appointed to serve as trustee to oversee the safekeeping and application of the Bond proceeds and the District Contribution, if any, delivered to it.

(b) Use of Bond Proceeds; Acquisition of Acquired Obligations. All of the proceeds of the sale of any Series of Bonds, exclusive of any net premium and/or rounding (contingency) amounts required to be deposited into the Debt Service Fund pursuant to Section 15 of this resolution, shall be deposited immediately with the Refunding Trustee upon receipt and used, together with the District Contribution, if any, to discharge the obligations of the District under the 2017 Resolution relating to the Refunded Bonds to be redeemed with proceeds of such Series of Bonds by providing for the payment of the amounts required to be paid by the Refunding Plan pertaining to such Series of Bonds. To the extent applicable, the obligations of the District under the 2017 Resolution relating to such Refunded Bonds shall be discharged fully by the Refunding Trustee holding the proceeds of the sale of such Series of Bonds as uninvested cash and/or applying such proceeds to purchase Acquired Obligations bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amounts required to be paid pursuant to such Refunding Plan. If purchased, the Acquired Obligations shall be listed and more particularly described in the applicable Refunding Trust Agreement, but are subject to substitution as set forth below. The Designated Representative is authorized and directed to approve: (i) any Acquired Obligations to be purchased; and/or (ii) the amount of uninvested cash to be held by the Refunding Trustee. Any proceeds of such Series of Bonds or other money deposited with the

Refunding Trustee not needed to carry out and accomplish the Refunding Plan pertaining to such Series of Bonds shall be returned to the District, as soon as reasonably practicable following the delivery of a Series of Bonds to the Purchaser, and deposited in the Debt Service Fund to pay interest on the Bonds of such Series on their earliest interest payment date or dates.

(c) Substitution of Acquired Obligations. Prior to the purchase of any Acquired Obligations, the District reserves the right to substitute other money and/or Government Obligations ("Substitute Obligations") for any of such Acquired Obligations if, (a) in the opinion of Bond Counsel the interest on the applicable Series of Bonds and the associated Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103 and 148 of the Code, and (b) such substitution shall not impair the timely payment of the amounts required to be paid by the applicable Refunding Plan, as verified by a nationally recognized independent certified public accounting firm. The District may use any savings created by the foregoing substitution to pay interest on the Bonds of such Series on their earliest interest payment date or dates.

After the purchase of Acquired Obligations by the Refunding Trustee, the District reserves the right to substitute therefor money and/or Substitute Obligations subject to the conditions that such money or Substitute Obligations held by the Refunding Trustee shall be sufficient to carry out the applicable Refunding Plan, that such substitution will not cause the Bonds of the applicable Series and the associated Refunded Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and regulations thereunder in effect on the date of such substitution and applicable to obligations issued on the Issue Date of the applicable Series, and that the District obtains, at its expense: (i) a verification by a nationally recognized independent certified public accounting firm confirming that the payments of principal of and interest on the Substitute Obligations, if paid when due, and any other money held by the Refunding Trustee will be sufficient to carry out the applicable Refunding Plan; and (ii) an opinion from Bond Counsel to the effect that the disposition and substitution or purchase of such Substitute Obligations, under the statutes, rules and regulations then in force and applicable to the Series of Bonds or the associated Refunded Bonds, will not cause the interest on such Bonds or the associated Refunded Bonds to be included in gross income for federal income tax purposes and that such disposition and substitution or purchase is in compliance with the statutes and regulations applicable to the Series of Bonds or the associated Refunded Bonds. Any surplus money resulting from the sale, transfer, other disposition or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the District to be used to pay debt service on such Series of Bonds.

(d) Administration of Refunding Plan. The Refunding Trustee is authorized and directed to hold uninvested cash and/or purchase and hold the Acquired Obligations (or Substitute Obligations) and to make the payments required to be made pursuant to each Refunding Plan pursuant to this resolution and the particular Refunding Plan. All Acquired Obligations (or Substitute Obligations) and money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably and applied in accordance with the provisions of the 2017 Resolution, this resolution, chapter 39.53 RCW and other applicable laws of the State and the applicable Refunding Trust Agreement. All necessary and proper fees, compensation and expenses of the Refunding Trustee and all other costs incidental to the setting up of the escrow to accomplish any Refunding Plan and costs related to the issuance, sale and delivery of each Series of Bonds, including bond printing, rating service fees, verification fees, Bond Counsel's fees and other related expenses, shall be paid out of the proceeds of such Series of Bonds.

(e) Authorization for Refunding Trust Agreement. To carry out each Refunding Plan provided for by this resolution, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee, as applicable, a Refunding Trust Agreement for each Series of Bonds setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the payment, redemption and retirement of the Refunded Bonds applicable to such Refunding Plan as provided herein and stating that the provisions for payment of the fees, compensation and expenses of such Refunding Trustee set forth in the respective Refunding Trust Agreement, as applicable, are satisfactory to it.

(f) Call for Redemption of the Refunded Bonds. The District calls for redemption on the Redemption Date, all of the Refunded Bonds to be refunded by any Series of Bonds at the price of par plus accrued interest. Such call for redemption shall be irrevocable on the Issue Date of such Series. The Refunding Trustee is authorized and directed to give or cause to be given such notices as required, at the times and in the manner required, pursuant to the 2017 Resolution and the applicable Refunding Trust Agreement in order to effect the redemption of the Refunded Bonds prior to their stated maturity dates.

(g) District Findings with Respect to Refunding. In connection with the execution of any Bond Purchase Agreement, the Designated Representative must determine, on behalf of the District, that the issuance, sale and delivery of that particular Series of Bonds will effect a net present value savings to the District of at least the percentage specified in the parameters for Final Terms set forth in Exhibit A. The Board finds and determines that achieving such net present value savings by issuing Bonds is in the best interest of the District and in the public interest. In making the finding and determination that the issuance, sale and delivery of a Series of Bonds will effect the foregoing net present value savings, the Designated Representative shall give consideration to the interest on fixed maturities of the Bonds of that Series and the Refunded Bonds to be refunded by such Series, the costs related to the issuance, sale and delivery of such Series and the known earned income from the investment of the proceeds of the issuance and sale of such Series and the District Contribution, if any, used in the particular Refunding Plan pending payment and redemption of the Refunded Bonds. The District finds and determines that (i) the money to be deposited with the Refunding Trustee for the Refunded Bonds in accordance with this Section 16 will discharge and satisfy the obligations of the District under the 2017 Resolution with respect to such Refunded Bonds, and the pledges, charges, trusts, covenants and agreements of the District in the 2017 Resolution made or provided for as to such Refunded Bonds, and (ii) such Refunded Bonds shall no longer be deemed to be outstanding under the 2017 Resolution immediately upon the deposit of such money with the Refunding Trustee.

Section 17. Official Statement; Continuing Disclosure.

(a) Preliminary Official Statement. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12 with respect to any preliminary Official Statement prepared in connection with the sale of each Series of Bonds, the Designated Representative, on the District's behalf, is authorized and directed to: (i) review and "deem final" that preliminary Official Statement as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12; (ii) authorize the distribution by the Purchaser of the "deemed final" preliminary Official Statement to potential purchasers of the Bonds of such Series; and (iii) acknowledge in writing any action taken pursuant to clauses (i) and (ii) of this paragraph.

(b) Official Statement. The Designated Representative is authorized and directed to review and approve on behalf of the District a final Official Statement with respect to any Series of Bonds, substantially in the form of the "deemed final" preliminary Official Statement for that Series of Bonds and supplemented or amended as the Designated Representative determines necessary, desirable, or appropriate. The Designated Representative is authorized to execute each such final Official Statement and the District is authorized to deliver or cause to be delivered that final Official Statement to the Purchaser in the manner required by Rule 15c2-12, the MSRB and the applicable Bond Purchase Agreement.

(c) Undertaking to Provide Continuing Disclosure. If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for a Series of Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of a Series of Bonds in substantially the form attached to this resolution as Exhibit B, which is incorporated herein by this reference.

(d) Disclosure Procedure. The Secretary is authorized to adopt, amend and implement, on behalf of the District, written procedures to assist the District in its compliance with securities laws and promote best practices regarding disclosure.

Section 18. Guarantee Program. The District is authorized to participate in the Guarantee Program with respect to the Bonds and agrees to the terms and conditions for participating in the Guarantee Program, as prescribed in chapter 39.98 RCW and the rules promulgated thereunder.

Section 19. Supplemental and Amendatory Resolutions. The District may supplement or amend this resolution for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the District.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this resolution in a manner that does not materially adversely affect the interests of Owners.

Section 20. Execution; General Authorization and Ratification. This resolution may be executed by the Directors being present and voting, or only the President, and attested by the Secretary, in tangible medium, manual, facsimile or electronic form under any security procedure or platform, and notwithstanding any other District resolution, rule, policy or procedure, or in any other manner evidencing its adoption. The President, the Secretary, the Executive Director of Fiscal Services, the Treasurer, other appropriate officials of the District and Bond Counsel are severally authorized and directed to take such actions and to create, accept, execute, send, use and rely upon such tangible medium, manual, facsimile or electronic documents, records and signatures under any security procedure or platform, and notwithstanding any other District resolution, rule, policy or procedure, as in their judgment may be necessary or desirable to carry out the terms of, and complete the transactions contemplated by, this resolution and the Bond Purchase Agreements (including everything necessary for the prompt delivery of each Series of Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the sale of Bonds). All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

Section 21. Severability. The provisions of this resolution are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, holds any provision of this resolution to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this resolution in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 22. Effective Date. This resolution takes effect from and after its adoption.

ADOPTED by the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington, at a regular open public meeting held on July 23, 2026.

CENTRALIA SCHOOL DISTRICT NO. 401
LEWIS AND THURSTON COUNTIES,
WASHINGTON

____
President and Director

____
Vice President and Director

____
Director

____
Director

____
Director

ATTEST:

____
DR. LISA GRANT
Secretary to the Board of Directors

EXHIBIT A

Parameters for Final Terms

(a)	Principal Amount.	The Bonds may be issued in one or more Series (as determined by the Designated Representative) and shall not exceed the aggregate principal amount of $55,100,000. The principal amount of any Series of Bonds (i) may exceed the principal amount of the Refunded Bonds being refunded by such Series by an amount deemed reasonably required to effect the Refunding Plan pertaining to such Series of Bonds, or (ii) may be equal to or less than the principal amount of the Refunded Bonds being refunded by such Series, so long as the proceeds of any such Series of Bonds (together with the District Contribution, if any) are sufficient to effect the Refunding Plan pertaining to such Series of Bonds. To the extent the principal amount of any Series of Bonds exceeds the principal amount of the Refunded Bonds being refunded by such Series, such excess amount shall constitute nonvoted general obligation debt of the District for purposes of calculating debt capacity and shall be allocated, by the Designated Representative, to the earliest maturing principal of the Bonds of such Series.
(b)	Date or Dates.	Each Series of Bonds shall be dated its Issue Date, which date shall occur before December 31, 2026.
(c)	Denominations; Series Designation.	The Bonds shall be issued in Authorized Denominations. The designation of each Series of Bonds may include a series designation if multiple Series are issued or any other designation, all as determined by the Designated Representative. Conforming changes shall be made in the certificate(s) of authentication authorized by Section 8 of this resolution.
(d)	Interest Rate(s).	The Bonds of each Series shall bear interest at fixed rates *per annum* (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date for such Series or from the most recent interest payment date for which interest has been paid or duly provided for, whichever is later. The Designated Representative is authorized to select the rate or rates of interest for any Bond of any Series; provided that, no rate of interest for any Bond may exceed 6.00%, and the true interest cost (the "TIC") for each Series of Bonds shall not exceed 5.00%.
(e)	Payment Dates.	Interest on each Series of Bonds shall be payable semiannually (on each June 1 and December 1), commencing on the date selected by the Designated Representative that is no later than 12 months following the Issue Date of such Series of Bonds. Principal shall be payable on such date(s) and in such amount(s) as are selected by the Designated Representative; provided that, principal shall only be payable on June 1 and/or December 1 in any given year.
(f)	Redemption Rights.	The Designated Representative may approve in a Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following: (1) <u>Optional Redemption</u>. Any Bond may be designated as being (A) subject to redemption at the option of the District prior to its maturity date on the dates and at the prices set forth in a Bond Purchase Agreement; or (B) not subject to redemption prior to its

maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.

(2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in a Bond Purchase Agreement.

(g)	Price.	The Aggregate Purchase Price for each Series of Bonds shall not be less than 98% or more than 140% of the aggregate stated principal amount of such Series of Bonds.
(h)	Selection of Refunded Bonds.	Under the terms and conditions of this resolution, the Designated Representative is authorized to select the Refunded Bonds to be refunded by each Series of Bonds. Refunded Bonds, as selected by the Designated Representative, shall be identified in the applicable Bond Purchase Agreement, and/or separate certificate approved and executed by the Designated Representative, and, as applicable, a Refunding Trust Agreement.
(i)	Selection of Redemption Date of the Refunded Bonds.	Under the terms and conditions of this resolution, the Designated Representative is authorized to select and fix the Redemption Date of the Refunded Bonds to be refunded by each Series of Bonds.
(j)	Minimum Savings.	Each Series of Bonds shall produce a minimum net present value savings to the District of 5.00% (as a percentage of the Refunded Bonds refunded by such Series). Net present value savings means the present value of the difference between the annual debt service on the Refunded Bonds and the annual debt service on the corresponding Series of Bonds, discounted to the Issue Date using the yield on the Bonds as the discount rate. For this purpose, the net present value of savings in annual debt service shall be (i) increased by any net premium and/or rounding (contingency) amounts required to be deposited into the Debt Service Fund pursuant to Section 15(a) of this resolution on the Issue Date, and (ii) reduced by the amount of the District Contribution, if any, made on the Issue Date.
(k)	Annual Maturities and Debt Service.	The various annual maturities of each Series of Bonds shall not extend over a longer period of time than the respective Refunded Bonds refunded by such Series. The respective annual principal and interest payments on each Series of Bonds shall not exceed the respective annual principal and interest requirements of the Refunded Bonds to be refunded by such Series, except for the purpose of rounding out maturities to the nearest $5,000.
(l)	Final Maturity.	The final maturity date of each Series of Bonds shall not exceed the final maturity date of the Refunded Bonds refunded by such Series.
(m)	Certificate of Eligibility.	No Series of Bonds may be issued without a valid Certificate of Eligibility.
(n)	Other Terms and Conditions.	(1) No Series of Bonds may be issued if it would cause the indebtedness of the District to exceed the District's legal debt capacity on the Issue Date.

(2) The Designated Representative is authorized to determine the amount of the District Contribution and cause the Treasurer to transfer the District Contribution to the Refunding Trustee.

(3) The Designated Representative, in consultation with the Purchaser, may determine that it is in the District's best interest to provide for bond insurance or other credit enhancement, and may accept, on behalf of the District, such additional terms, conditions, and covenants as may be required by the bond insurer, if consistent with the provisions of this resolution.

(4) The Designated Representative is authorized to take such additional action as may be necessary or convenient for the issuance of Bonds pursuant to the terms of this resolution.

EXHIBIT B

<u>Form of Undertaking To Provide Continuing Disclosure</u>

Centralia School District No. 401, Lewis and Thurston Counties, Washington Unlimited Tax General Obligation Refunding Bonds, 2026

Centralia School District No. 401, Lewis and Thurston Counties, Washington (the "District"), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the "Bonds") issued pursuant to the District's Resolution No. 2026-05, adopted by the Board of Directors of the District on July 23, 2026 (the "Bond Resolution"), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in the Bond Resolution.

(a) <u>Undertaking to Provide Annual Financial Information and Notice of Listed Events</u>. The District undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b)(i) ("annual financial information");

(ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District, as such "Bankruptcy Events" are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the District or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the

District or obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the District or obligated person, any of which reflect financial difficulties. The term "financial obligation" means a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12; and

(iii) Timely notice of a failure by the District to provide the required annual financial information described in paragraph (b)(i) on or before the date specified in paragraph (b)(ii).

(b) <u>Type of Annual Financial Information Undertaken to be Provided</u>. The annual financial information that the District undertakes to provide in paragraph (a):

(i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State, such as the District, as such principles may be changed from time to time and as permitted by State law; (2) a statement of authorized, issued and outstanding general obligation debt of the District; (3) the assessed value of the property within the District subject to *ad valorem* taxation; and (4) *ad valorem* tax levy rates and amounts, and percentage of taxes collected;

(ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the District (currently, a fiscal year ending August 31), as such fiscal year may be changed as required or permitted by State law, commencing with the District's fiscal year ending August 31, 20__; and

(iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

If not submitted as part of the annual financial information described in paragraph (b)(i) above, the District will provide or cause to be provided to the MSRB audited financial statements, when and if available.

(c) <u>Amendment of Undertaking</u>. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The District will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the District and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The District's obligations under this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. In addition, the District's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the District to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel or other counsel familiar with federal securities laws delivered to the District, and the District provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the District learns of any failure to comply with this Undertaking, the District will proceed with due diligence to cause such noncompliance to be corrected. No failure by the District or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the District or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The District's Executive Director of Fiscal Services or designee, or such other District official who may in the future perform the duties of that office, is the individual designated to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

(i) Preparing and filing the annual financial information undertaken to be provided in paragraph (a)(i);

(ii) Determining whether any failure to provide the annual financial information undertaken to be provided in paragraph (a)(i) has occurred and providing any notice undertaken to be provided in paragraph (a)(iii);

(iii) Determining whether any event specified in items (1)-(16) of paragraph (a)(ii) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any notice undertaken to be provided in paragraph (a)(ii) of its occurrence;

(iv) Determining whether any person other than the District is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

(v) Selecting, engaging and compensating designated agents and consultants, including but not limited to financial advisors and legal counsel, to assist and advise the District in carrying out this Undertaking; and

(vi) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, DR. LISA GRANT, Secretary to the Board of Directors of Centralia School District No. 401, Lewis and Thurston Counties, Washington (the "District"), hereby certify as follows:

1. The foregoing Resolution No. 2026-05 (the "Resolution") is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Directors of the District (the "Board") held at its regular meeting place on July 23, 2026 (the "Meeting"), as that Resolution appears in the records of the District, and the Resolution is now in full force and effect; and

2. The Meeting was duly convened, held and included an opportunity for public comment, in all respects in accordance with law, a quorum of the members of the Board was present throughout the Meeting, and a sufficient number of members of the Board present voted in the proper manner for the adoption of the Resolution.

Dated: July 23, 2026.

CENTRALIA SCHOOL DISTRICT NO. 401
LEWIS AND THURSTON COUNTIES,
WASHINGTON

____

DR. LISA GRANT
Secretary to the Board of Directors

FG: 110474862.1

Coversheet

Consideration of Approval of Aya Contract

Section:	VII. New Business
Item:	D. Consideration of Approval of Aya Contract
Purpose:	
Submitted by:	
Related Material:	Aya Summary Sheet.pdf Aya Contract.pdf

Centralia School District 401

Regular School Board Meeting

AGENDA ITEM DETAILS

SUBJECT:
Contract for services between Aya Healthcare, Inc. and Centralia School District.

BACKGROUND:
Aya Healthcare, Inc. is a contracting agency which provides staff to school districts when a qualified candidate is not able to be directly hired.

RATIONALE:
Centralia School District was unable to find a direct hire therefore CompHealth, as one of several staff agencies, found qualified and a suitable candidate for the position of Speech Language Pathologist.

FISCAL IMPACT:
$157,000 (based on anticipated hours and number of current students)

BUDGET SOURCE:
2100- State Special Education

DATA SOURCES:
Individual student evaluations and agreed upon IEP needs.

SUBMITTED BY:
Tammie Jensen-Tabor

RECOMMENDED ACTION:
Board approval

Supplemental Staffing Provider Agreement (Education)

This Supplemental Staffing Provider Agreement (Education) (the "**Agreement**") is made and entered into as of February 7, 2022 (the "**Effective Date**") between Aya Healthcare, Inc., located at 5930 Cornerstone Court West, Suite 300, San Diego, CA 92121 ("**Aya**") and Centralia School District located at 2320 Borst Avenue, Centralia, WA 98531 ("**Client Entity**"). Aya and Client (as defined in the Agreement) are sometimes referred to in this Agreement individually as a "**Party**" or collectively as the "**Parties**".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, Aya and Client agree as set forth below.

I. STRATEGIC STAFFING PROVIDER RELATIONSHIP

a. **CLIENT ENTITY AND ITS PARTICIPATING FACILITIES.** Client Entity owns, operates or contracts with one or more schools, institutions or related facilities or locations (the "**Participating Facilities**"). The list of Participating Facilities may be modified by mutual written agreement of Client Entity and Aya. Client Entity and the Participating Facilities are collectively, referred to as "**Client**".

b. **FULFILLMENT OF CANDIDATE NEEDS.** From time to time Client utilizes Candidates (as defined below in section II-(a)) to supplement their existing workforces with contingent labor. Aya shall act as Client's strategic staffing provider with respect to the provision of Candidates to Client. Client will communicate all its needs for Candidates to Aya using a method agreed to by the Parties. Aya will use commercially reasonable efforts to recruit, submit and staff qualified Candidates to fulfill Client's needs.

c. **CONSOLIDATED INVOICING AND PAYMENT TERMS.** Aya will send a single, consolidated invoice covering all services performed under this Agreement for a given weekly billing period to the contact designated by Client. Client shall pay the invoices within net thirty (30) days of invoice date, with interest of two percent (2%) per month on balances past due.

II. PROVISION OF CANDIDATES

a. CANDIDATES. As used in this Agreement, the phrase "**Candidates**" means the following types of personnel:

i. **Clinical Candidates:** Therapists, registered nurses, clinical technicians, and other clinical, nursing and allied healthcare professionals (not including advanced practice nurses, physicians, or physicians' assistants) who are assigned to perform work for Client on a temporary or supplemental basis.

ii. **Non-Clinical Candidates**: Professionals, personnel, and laborers who are assigned to perform non-clinical work (including, but not limited to, teachers, education specialists, IT, and all other non-clinical supplemental labor) for Client on a temporary or supplemental basis for a specified assignment duration of one (1) to fifty-two (52) weeks in length.

b. SCHEDULING, RATE AND CANDIDATE TERMS. The scheduling, rate, and billing terms applicable to Aya Candidates' offered positions by Client are set forth in the attached Addendum A as determined by Candidate type. The Addendum A may be amended, as mutually agreed by Client Entity and Aya in writing. The details relating to a particular Aya Candidate's assignment, such as department, schedule, and dates of assignment will generally be confirmed in writing through a work order confirmation; provided that this Agreement will govern in the event of any conflict between the terms of the work order and this Agreement.

c. CANDIDATE TIMEKEEPING & APPROVAL. Client is responsible for accurately recording and approving the time worked by Aya Candidates. Client shall not permit Aya Candidates to perform work "off-the-clock." Each week, Client will provide Aya with approved weekly time records for all Aya Candidates in an electronic or other format acceptable to Aya by noon on the Tuesday following the end of the workweek. The time records shall reflect all time worked by each Aya Candidate (including the start and stop times of each work period and start and stop times of each meal period) as well as any other billable time. If Client fails to timely provide or otherwise promptly approve or object to time records, the time records submitted by the Aya Candidate or Aya will be presumed accurate.

d. RATES INCLUSIVE. All rates stated in the Addendum(a) are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for Aya Candidates. Client acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("**IRC**") § 274(n) to the extent such limitation applies to any reimbursement for which it is responsible. Aya will provide Client with sufficient substantiation of any such

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reimbursement in accordance with IRC § 274(d). At no additional charge, Aya may also provide access to a technology solution (subject to the terms relating to use of such solution) chosen in Aya's sole discretion or Aya clinical interview screening of Clinical Candidates submitted by Aya.

e. CANDIDATE SCREENING & CLIENT POLICIES. Client shall screen, interview and accept or reject Candidates submitted by Aya in a timely manner and notify Aya of the starting date, schedule, and orientation schedule for each accepted Aya Candidate. Prior to any Aya Candidate commencing work with Client, Client shall furnish Aya and the Aya Candidate with copies of all Client policies and procedures relevant to the scope of practice or profession and duties of such Aya Candidate's assignment and with which the Aya Candidate will be expected to comply, including, but not limited to, as applicable, the following: job description(s), performance standards, infection control, blood borne pathogen protective policies, corporate compliance and ethics codes, abuse and neglect, patient privacy and confidentiality, and medical record keeping.

f. CANDIDATE COMPETENCY DOCUMENTATION AND COMPLIANCE DOCUMENTATION.

i. **Competency and Compliance Documentation.** Except where prohibited by law, Aya will maintain on file or contractually require the applicable employer to maintain on file Competency Documentation and Compliance Documentation for each Aya Candidate. "**Competency Documentation**" will generally include documentation of the qualifications of each Aya Candidate as reasonably necessary to establish competency, which may depend on the position and type of Candidate at issue but may include completed employment application and professional references. For Candidates, Competency Documentation generally includes (as applicable for the position at issue) primary source verification of State Licensure (as applicable for professional). "**Compliance Documentation**" will generally include the following: negative PPD test results, Quantiferon Gold, or T-Spot (or, if past positive PPD, chest X-ray with TB questionnaire) and criminal background check.

ii. **Provision of Documentation.** Unless prohibited by law, Aya shall use commercially reasonable efforts to provide to or make available for inspection by Client, the Competency Documentation and Compliance Documentation one (1) week prior to the Aya Candidate's start date, but Aya's failure to provide such documentation one (1) week prior shall not affect the Aya Candidate's ability to start an assignment, provided the required documentation is provided by the time of start. Aya may provide attestations that Competency Documentation and Compliance Documentation is maintained in Aya's files in lieu of copies of such documents, including, but not limited to background check documentation, to the extent consistent with standards of applicable laws. All Client requests for additional documentation must be made in writing, but Aya shall not be obligated to provide such additional documentation. Client also agrees that for some positions including crisis or rapid response positions, the Parties may mutually agree to waive certain compliance documentation requirements and such waivers may be made orally or in writing, including through electronic mail.

iii. **Client Compliance with Laws.** Client agrees to treat all Competency Documentation, Compliance Documentation, and other personnel information relating to Aya Candidates as Confidential Information within the meaning of this Agreement, including as required by applicable state and federal law, such as the Americans with Disabilities Act, and to not disclose such documentation unless authorized by law, Aya, or the Aya Candidate. Client also agrees to comply with all applicable laws governing the use and handling of personnel files and backgrounds checks, including, but not limited to, the federal Fair Credit Reporting Act, as well as any other applicable federal, state, or local laws.

g. CANDIDATE COMPENSATION. Aya or an affiliate will (i) employ and compensate the Aya Candidates for hours worked for Client; (ii) deduct all applicable payroll taxes such as FICA, Federal and State from the compensation of Aya Candidates in compliance with state and federal law; and (iii) maintain relevant employment documentation such as an I-9 form, W-4 form, and photo identification for Aya Candidates.

h. PERFORMANCE OUTCOMES. Client shall notify the designated Aya representative immediately and provide written documentation (incident report) of any unsatisfactory performance or conduct of any Aya Candidates. Client will provide performance evaluations from its director of nursing or equivalent personnel to Aya in the event of any unsatisfactory performance or conduct and at the end of each assignment.

i. SENTINEL EVENT & INJURY REPORTING. In the event of any incidents, including errors, unanticipated deaths, injuries, hazardous or infectious disease exposure, safety hazards or other events or claims ("**Sentinel Events**") involving or relating to any Aya Candidate, Client must immediately report the Sentinel Event to Aya within seventy-two hours or earlier where required by applicable occupational health and safety laws. Reports should include the name of Aya Candidate and any other persons involved, as well as the date, time, location, and description of facts and circumstances surrounding the Sentinel Event. The Parties agree to use reasonable efforts to timely assist each other in conducting investigations of such Sentinel Events. In the event any Aya Candidate makes a claim against Client alleging any wrongdoing, Client shall immediately notify Aya.

j. INJURY, ILLNESS & EXPOSURE RESPONSE. In the event of an injury, illness or hazardous or infectious disease exposure to any Aya Candidate at Client's job site, Client will instruct the Aya Candidate to notify its employer and to seek treatment at a third-party healthcare provider designated by its applicable employer unless the injury is an emergency. In the event of an emergency, Client will immediately send the Aya Candidate to the closest emergency room and provide transportation if necessary or appropriate. Client must promptly complete and submit to Aya a written incident report in a format acceptable to Aya that includes the name of Candidate involved, as well as the date, time, location, and brief description of events and other persons involved in the incident.

k. MANNER OF WORK. Aya Candidates are not supervised by Aya; they are subject at all times to Client's direct and indirect supervision. Client shall be solely responsible for the direction, control and supervision of all Aya Candidates and shall retain professional and administrative responsibility for the work performed by Aya Candidates. Client shall be responsible for determining the clinical and any other competencies required of Aya Candidates. Notwithstanding the foregoing, Client shall not, without the prior written consent of Aya, permit or request any Aya Candidate to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities for such Aya Candidate's confirmed assignment or at any work location other than the confirmed location. Client shall not, under any circumstances, entrust any Aya Candidate with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables without the express prior written permission of Aya. Client shall not, under any circumstances, request or permit any Aya Candidate to use any vehicle, regardless of ownership, in connection with the performance of any work or service for Client without the written permission of Aya. Client shall not float Candidates except upon written authorization from Aya and any floating of Clinical Candidates must be done in accordance with Client's policies and clinical experiences of the Aya Candidate being asked to float. Client confirms that Client's policies on floating comply with current standards of The Joint Commission or Client's accrediting body and include the provision of an appropriate orientation to the new unit.

l. SAFETY. Client agrees to provide Aya Candidates with a safe and healthy work environment and to provide safety training, equipment, clothing, or devices necessary or required by all applicable laws for any work to be performed, or which is used by Client's own employees or other contractors in the performance of similar work. Client shall also designate a member of its staff who shall act as a coordinator to train and orient the Aya Candidates to all applicable operational and safety procedures. Client agrees that it shall have in place at all times policies and protocols in compliance with all laws related to employee health, safety and well-being and make such policies available to Aya Candidates as if they were a member of Client's regular workforce.

m. COVID-19 RESPONSE. Client agrees to comply with all applicable occupational health and safety standards and standards and guidance of the Centers for Disease Control, including all precautions and guidance relating to the treatment of patients with or under observation for communicable diseases, including COVID-19 (aka 2019 Novel Coronavirus).

n. MEAL AND REST BREAKS. Client shall schedule Aya Candidates so as to allow them sufficient time to take any legally required meal, rest, or recovery breaks.

III. DIRECT HIRE (PERMANENT) STAFFING SERVICES

a. DESCRIPTION OF DIRECT HIRE RECRUITMENT SERVICES. During the term of this Agreement and on a non-exclusive basis, as requested by Client, Aya will also use commercially reasonable efforts to recruit qualified applicants for direct hire by Client (the "**Direct Hire Applicants**"). If Client hires a Direct Hire Applicant presented to Client by Aya, within twelve (12) months of the initial presentation by Aya, Client will pay Aya a recruiting fee equal to the greater of: (i) thirty-five percent (35%) of Direct Hire Applicant's anticipated annual salary, or (ii) \$20,000; which obligation shall, notwithstanding anything in the Agreement to the contrary, survive any termination or expiration of the Agreement. If Aya presents a Direct Hire Applicant to Client to which Client has previously been introduced within the twelve (12) months prior to the submission, Client shall promptly notify Aya of this fact within three (3) business days following submission, otherwise the Direct Hire Applicant will be

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presumed to have been introduced to Client by Aya. Other than for normal interviews, Client shall not communicate directly with any Direct Hire Applicant without Aya's written consent. Direct Hire Applicants who are hired by Client will be the permanent employees of Client. Client will be solely responsible for all credentialing, insurance, benefits, tax withholdings and all other functions customarily required of employers in Client's industry with respect to Direct Hire Applicants. Further, notwithstanding anything to the contrary in this Agreement, Aya shall not be required to defend, indemnify, or hold Client harmless from claims, damages, interest, penalties, and attorneys' fees and costs arising out of the negligent or willful acts or omissions of or violations of applicable law by Direct Hire Applicants hired by Client.

b. PLACEMENT GUARANTEE. If a hired Direct Hire Applicant is employed by Client for fewer than thirty (30) days, Client shall notify Aya immediately upon the termination of employment. Aya will have one-hundred and eighty (180) days from the date Aya receives notice of the Direct Hire Applicant's termination of employment to present to Client a reasonably adequate substitute for the Direct Hire Applicant. If Aya fails to introduce a reasonably adequate substitute for the Direct Hire Applicant within such one-hundred and eighty (180) day period, Aya will refund eighty percent (80%) of the recruiting fees. This section does not apply in the event of layoffs, change of the original job description, change of the employment location, or elimination of the position. Further, this section does not apply where a Aya Candidate is hired by Client (i.e., temporary to permanent conversion), in which case the applicable conversion fees set forth in Addendum A shall apply.

c. INVOICING AND PAYMENT. Aya will invoice Client, by sending an invoice to the Client contact designated by Client, for the Direct Placement Fee required by this Section upon the Direct Hire Applicant's first day of employment with Client. Client shall pay the invoices within net thirty (30) days of the invoice date, with interest of two percent (2%) per month on balances past due.

IV. GENERAL TERMS

a. TERM; TERMINATION. The term of this Agreement shall be for a period of three (3) years, and thereafter, this Agreement will renew automatically for successive one (1) year periods, unless and until terminated as provided herein. Either Party may terminate this Agreement, with or without cause, at any time upon ninety (90) days' written notice to the other Party. Either Party may also terminate this Agreement upon the occurrence of any of the following events (a "**Termination for Cause**"): (i) the other Party has materially breached any of the terms or conditions of this Agreement and such breach, if capable of cure, is not cured by the breaching Party within ten (10) calendar days following written notice to the breaching Party, (ii) the other Party dissolves; (iii) the other Party becomes insolvent or institutes insolvency proceedings or files, or is subject to a voluntary bankruptcy proceeding, petition, or action; (iv) the filing of relief against the other Party of, or the other Party is otherwise subject to, an involuntary bankruptcy proceeding, petition or action where such action is not removed or terminated within sixty (60) calendar days; (v) the assignment by the other Party of its property for the benefit of creditors; or (vi) the appointment of any receiver, trustee or liquidator for the other Party or for any property of the other Party, where such appointment is not removed or terminated within sixty (60) calendar days. If either Party terminates this Agreement (other than a Termination for Cause by Aya), all Candidates then on an assignment will continue on and complete their assignments, in accordance with the terms of this Agreement. The provisions of this Agreement relating to confidentiality and any other provisions which by their nature should survive termination or expiration of this Agreement shall so survive.

b. CONFIDENTIALITY. The Parties acknowledge that they may receive from each other from time to time, information and/or material which is confidential in nature, including, but not limited to, marketing, pricing, or other confidential business information relating to Aya, Client, or each of their clients, customers, patients, subcontractors or employees, or personnel, Compliance Documentation or Competency Documentation of Aya Candidates, or applicants (collectively "**Confidential Information**"). The Parties agree to treat as confidential and not to divulge to any third-parties any Confidential Information of the other Party (and with respect to Client of any affiliates or subcontractors of Aya), except to their own employees, agents, attorneys, accountants, or representatives (collectively, "**Representatives**"), and to use such Confidential Information only for legitimate business needs relating to the performance, administration or enforcement of this Agreement. In the event a Party provides Confidential Information to such Party's Representatives, the Party shall be liable for such Representatives' compliance with the terms of this paragraph and shall require the Representatives to treat such information and/or material as confidential. Nothing herein, shall prohibit either Party from responding to lawful inquiries from government agencies or other lawful process, such as subpoenas. The Parties agree to the issuance of an injunction to prevent violations of this paragraph.

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c. INSURANCE. Aya will provide general liability insurance with a limit of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate per year. Aya will provide professional liability insurance with a limit of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate per year for Clinical Candidates employed by Aya or its affiliates. Aya will also provide or cause to be provided worker's compensation insurance with statutory limits required by applicable law for each Candidate employed by Aya. Aya will provide certificates of insurance to Client if requested.

d. INDEMNIFICATION.

i. **Aya and Client Mutual Indemnification**. To the fullest extent permitted by law, each Party (an "**Indemnifying Party**") agrees to indemnify and hold the other Party and the other Party's respective affiliates, and each of their respective officers, directors, agents, and employees (each an "**Indemnified Party**"), harmless from any claims, damages, interest, penalties, and attorneys' fees and costs ("**Losses**") to the extent caused by: (i) any breach of this Agreement by the Indemnifying Party or its agents; (ii) violations of applicable law by the Indemnifying Party or its agents in connection with the performance of this Agreement; or (iii) negligent or willful acts or omissions of the Indemnifying Party or its agents in connection with the performance of this Agreement; except that the indemnity obligations in this section shall not apply to the extent the Losses are caused by the negligent act or omission, willful misconduct, breach of this Agreement or unlawful act of an Indemnified Party. With respect to Client as the Indemnifying Party, the phrase Indemnified Party shall also include affiliates and subcontractors of Aya.

ii. **Indemnification Procedure**: Any person or entity claiming a right to indemnity under this section (iv) (the "**Indemnitee(s)**") shall notify all entities and persons that it believes may owe a duty to indemnify it (the "**Indemnitor(s)**") in writing promptly after receiving notice of a claim, lawsuit, demand, or action or threatened claim lawsuit, demand, or action for Losses covered by the indemnity obligations in this section (a "**Claim**") and provide documentation pertaining to the Claim to the Indemnitors upon request. The Indemnitees and Indemnitors agree to keep each other reasonably informed regarding the status of any Claims and allow each other reasonable opportunities to participate in the defense and settlement of Claims, including by providing notice and consulting with each other prior to settling any Claim. Any omission or delay in complying with this section by an Indemnitee shall relieve an Indemnitor of its obligations to the extent it is prejudiced by such omission or delay. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

e. LIMITATION OF LIABILITY; DISCLAIMER. NOTWITHSTANDING ANY OTHER AGREEMENT OR PROVISION TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (AND TO THE FULLEST EXTENT PERMITTED BY LAW, PUNITIVE DAMAGES) INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES AND LOSS OF PROFITS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, WARRANTY OR OTHERWISE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AYA'S LIABILITY HEREUNDER SHALL BE NO GREATER THAN THE AMOUNT PAID BY CLIENT FOR THE SERVICES OF THE AYA CANDIDATE WHOSE ACTIONS OR OMISSIONS ARE THE BASIS FOR SUCH LIABILITY. Client acknowledges and agrees that the Aya Candidates who perform work for Client are provided by Aya for the sole purpose of supplementing Client's existing work force, and Client hereby expressly disclaims any representation or warranty that such Aya Candidates will enable Client to attain any particular goal or objective or provide Client with any solution to any particular problem. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

f. TECHNOLOGY SOLUTION.

i. **Terms of Use**. In connection with its performance of this Agreement, Client may be given access to a technology solution(s), provided by Aya or a third party, to facilitate the performance of this Agreement, such as Aya's proprietary web-based portal known as "Aya Connect" (collectively, the "**Technology Solutions**"). Client agrees to comply with all terms of use requirements for such Technology Solutions at all times, including, but not limited to, such terms as may be provided by third party providers of the Technology Solutions, and to execute further agreements as may be required to obtain access to such systems. The current terms of use of Aya Connect and its related websites can be found at:

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https://www.ayahealthcare.com/terms-of-service and the current electronic consent policy is located at: http://www.ayahealthcare.com/electronic-consent-agreement (collectively, the "**Terms of Use**") and are incorporated by reference herein as though set forth in full at this point. Client agrees to comply with the Terms of Use and that it is "**You**" as defined and used in the Terms of Use. The Terms of Use are modified herein so that in lieu of the notice procedures in such agreement, any notices required to be given to Aya under the Terms of Use, including any updates to email addresses, shall be provided in accordance with the notice provisions in this Agreement. Client agrees that the entirety of the Aya Connect technology solution, including, but not limited to, its design, source code, databases, content, and data or materials stored on, generated by, created using, or transmitted through it (collectively "**Aya Technology Information**") shall be considered Confidential Information of Aya.

ii. **License; Proprietary Rights.** Client hereby grants Aya a worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, transmit and distribute any Aya Technology Information provided by Client in any form, medium, or technology now known or later developed. Except for the limited, non-exclusive, revocable use rights expressly granted herein, Aya reserves all rights, titles, and interests not expressly granted to Client and this Agreement does not transfer any right, title or interest in the Technology Solutions, Aya Connect, Aya Technology Information or other Aya Confidential Information to Client.

iii. **Use Restrictions.** Client agrees that its access and use of the Technology Solutions shall be limited only to the extent such access and use directly relates to and is necessary for Client's performance under this Agreement. Client shall limit access to the Technology Solutions to only those employees or agents of Client with a legitimate business need for such access. Client's access and use of the Technology Solutions may be terminated: (i) upon Client's breach of this Agreement, (ii) automatically upon the termination or expiration of this Agreement, or (iii) at Aya's discretion upon notice. In no event shall Aya be liable for damages in connection with such termination. Client shall not, and shall ensure that its employees, agents, and contractors do not use or make Technology Solutions available for use by any unauthorized persons or for any use not explicitly permitted by this Agreement, and Client agrees it shall be responsible for any violation by Client or its agents or employees of this provision or the applicable terms of use in effect at the time of such access. Client shall be responsible for notifying Aya promptly in the event Client's relationship with any employee or agent who had access to the Technology Solutions is severed, so that passwords may be updated or accounts disabled as necessary. Client's use of the Technology Solutions may be monitored for usage level and ensure compliance with this Agreement and any applicable terms and conditions.

iv. **Disclaimer.** ALL TECHNOLOGY SOLUTIONS ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. AYA FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. AYA DOES NOT WARRANT THAT TECHNOLOGY SOLUTIONS WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

g. ACCESS CLAUSE: COMPLIANCE WITH SECTION 420.302(b). To the extent required by applicable law, Aya agrees to comply with 42 C.F.R. Section 420.302(b) and will provide access to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives to this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services performed. This includes Aya subcontractors that have a contract with Aya for which the cost or value is $10,000 or more in a twelve (12) month period. Said access shall be limited to a period of four (4) years after the furnishing of services under this Agreement hereunder.

h. COMPLIANCE WITH APPLICABLE LAWS & ACCREDITING STANDARDS. The Parties will abide by and comply with all applicable local, state, and federal regulatory agency requirements in performing this Agreement. Client will also comply with all applicable standards of any accrediting organizations of which it is a member or by which it is accredited.

i. NONDISCRIMINATION. In compliance with federal law, including the provisions of the Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Acts of 1973, and the American with Disabilities Act of 1990, the Parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, sexual orientation or military service.

j. INDEPENDENT NATURE OF PARTIES. Aya provides services to Client as an independent contractor. Neither Party to this Agreement shall be considered the agent, partner, joint venture, franchisor, franchisee, employer, or employee of the other Party. Client acknowledges that Aya and its affiliates are not licensed to practice medicine and do not engage in the practice of medicine and that Client is responsible for ensuring compliance with applicable scope of practice and corporate practice laws and regulations to the extent applicable to work performed by Candidates and that nothing herein shall be construed in a manner that would require Aya or an affiliate thereof to engage in any task that could be considered the corporate practice of medicine or any other similarly regulated profession.

k. SUBCONTRACTORS. Aya may use affiliates and subcontractors to perform its duties and obligations under this Agreement, including to provide Candidates.

l. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as provided below. Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

To: **Centralia School District**
ATTN: Tammie Jensen-Tabor
2320 Borst Avenue
Centralia, WA 98531
Email: tjensen-tabor@centralia.wednet.edu

To: **Aya Healthcare, Inc.**
Attn: Facility Contracts
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121
Email: facilitycontracts@ayahealthcare.com

CC: **Attn: Legal**
Aya Healthcare, Inc.
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121

m. ASSIGNMENT. Client will not assign this Agreement or any of its rights or duties under this Agreement except upon prior written notice to Aya. Aya (and its successors and assigns) may assign, transfer or encumber any of its rights or duties under this Agreement in its discretion. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.

n. FORCE MAJEURE. Aya shall not be responsible for failure or delay in providing or continuing to provide services to Client under this Agreement if such failure or delay is due to labor disputes, strikes, fires, riots, war, acts of God, voluntary termination by personnel assigned to Client or any other acts, causes or occurrences beyond the control of Aya.

o. ENTIRE AGREEMENT. This Agreement, including all exhibits and addenda, contains the entire agreement between the Parties relating to the subject matter hereof. All prior and contemporaneous oral and written agreements, understandings, negotiations, commitments and practices between the Parties are hereby superseded. No amendments to this Agreement may be made except by a written agreement signed by both Client Entity and Aya.

p. GOVERNING LAW; ARBITRATION. The Parties hereto agree that this Agreement will be governed by and construed in accordance with the laws of the State of California without reference to its choice of law rules and as if wholly performed within the State of California, and all Parties consent to jurisdiction in San Diego, California. Unless otherwise provided herein, any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration before the Judicial Arbitration and Mediation Services ("**JAMS**") with arbitration occurring in San Diego, California, as the exclusive remedy. The arbitrator shall be selected from the JAMS panel in accordance with the then-applicable JAMS rules. The arbitration shall be conducted pursuant to the then-applicable Comprehensive Arbitration Rules and Procedures of JAMS, except that the Parties agree that the JAMS Streamlined Arbitration Rules and Procedures shall apply for all disputes in which no claim or counter claim exceeds $250,000.00, not including attorneys' fees and costs. JAMS's then-applicable rules governing the arbitration may be obtained from JAMS's website, which currently is www.jamsadr.com. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable, and shall have the authority to order provisional or interim relief prior to the hearing, including by requiring a respondent to post a bond or security for the amount sought against it where there is a substantial likelihood a claimant shall succeed on the merits of a claim or counter-claim or where an award may be rendered meaningless if a bond or security is not required. Either Party may file a motion for summary judgment with the arbitrator. The arbitrator is entitled to resolve some or all of the asserted claims through such a motion applying the applicable laws as specified in this Agreement. Discovery shall be allowed and conducted pursuant to the then-applicable arbitration rules of JAMS, provided that the Parties shall be entitled to discovery sufficient to adequately arbitrate their claims and defenses. The arbitrator is authorized to rule on discovery motions brought under the applicable discovery rules. The prevailing party in any arbitration or other action shall be entitled to recover its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

q. SEVERABILITY. If any provision of this Agreement is held to be invalid, void or unenforceable such provision shall be amended to the extent permissible as to effectuate the original intent of the parties, and all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

r. SURVIVAL. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive, including, but not necessarily limited to, all indemnity, payment, confidentiality and insurance obligations set forth herein.

s. INCORPORATION BY REFERENCE. Each Exhibit, Schedule or Addendum attached to this Agreement is hereby incorporated by reference in this Agreement as if the same was set out in full in the text of this Agreement.

t. ADVICE OF COUNSEL. Each Party acknowledges that it has been given the opportunity to discuss this Agreement with their legal counsel and utilized that opportunity to the extent desired. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

u. WAIVER. The failure of either Party to enforce at any time, or from time to time, any provision of Agreement shall not be construed as a waiver thereof.

v. AUTHORITY. Each person signing this Agreement on behalf of a Party represents that they have the authority to bind the Party for whom they are signing to this Agreement. By signing this Agreement, Client represents that it is entering this Agreement on behalf of Participating Facilities, and that it has the authority to bind Participating Facilities to the terms of this Agreement. Client Entity and the applicable Participating Facility shall be irrevocably, jointly and severally liable under this Agreement.

w. HEADINGS. The titles of the articles, sections, subsections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

x. COUNTERPARTS. This Agreement may be executed in one or more counterparts and transmitted and executed electronically, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

y. DEBARMENT AND SUSPENSION. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency doing business with the Federal Government. The agency signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

-- SIGNATURE PAGE FOLLOWS --

Supplemental Staffing Provider Agreement
(Education)

AGREED TO AND ACCEPTED BY:

Centralia School District	**Aya Healthcare, Inc.**
By:	By:
Name: Tammie Jensen-Tabor	Name: Peter Kaufman
Title: Executive Director of Special Services	Title: EVP, Enterprise Services
Date: 3-30-2022	Date: 3-31-2022

Supplemental Staffing Provider Agreement
(Education)

ADDENDUM A – TERMS AND CONDITIONS FOR CANDIDATES

1. CANDIDATE RATES & RATE RULES

1.1. **Regular Rates.** Regular rate ranges for certain positions are set forth on Addendum A-1. The exact Regular Rate for a Candidate will be confirmed by work order confirmation or otherwise in writing prior to the Candidate starting work. Regular rates for positions not covered on Addendum A-1 or, where the Parties agree a higher rate for a position listed is appropriate, will be mutually agreed to between the Parties and confirmed by work order confirmation or otherwise in writing prior to the Candidate starting work.

1.2. **Overtime**

1.2.1. Overtime will be billed at a premium overtime rate of one and one-half times (1.5x) the regular rate.

1.2.2. Overtime is generally defined as hours worked in excess of forty (40) hours in one workweek.

1.3. **Orientation.** Client will provide Candidates with orientation in accordance with all applicable standards and laws, and Client's policies. All time spent by Candidates in Client-provided or required orientation is billable.

2. SCHEDULING AND CANCELLATION POLICIES FOR CANDIDATES

2.1. **Scheduling & Guaranteed Hours.** Candidates will be confirmed for assignments for lengths set forth in a work order confirmation. Each Candidate's schedule will be confirmed in a work order confirmation and Client will guarantee the minimum number of billable hours per each one-week work as scheduled. Client is financially responsible for all weekly scheduled hours in the event of schedule modifications or shift cancellations; provided, however, that Client shall not be billed for hours not worked during any regularly scheduled school closures.

2.2. **Pre-Start Cancellations.** After acceptance of Candidate for assignment by Client, Client may not cancel that assignment within two (2) weeks prior to the assignment start date. If deemed necessary and should Client be unable to provide such two weeks' notice, Aya reserves the right to bill Client for two (2) weeks of service at the regular hourly billing rate. Client shall be responsible for any residual costs or other expenses incurred by Aya, such as housing, travel, disbursements, compliance, screening or other onboarding related costs, and other costs or expenses incurred by Aya as a result of such cancellation.

2.3. **Post-Start Cancellations.** Client shall provide forty-five (45) days written notice of any cancellation of an assignment for reasons other than Candidate's inability to perform essential functions of the job unless otherwise agreed upon by the Parties. Should Client be unable to provide such forty-five (45) days cancellation notice, Aya reserves the right to bill Client for forty-five (45) days of service at the regular hourly billing rate. In the event of a cancellation, including, without limitation, cancellations with proper notice, Client shall be responsible for any housing, travel, and other costs or expenses incurred by Aya as a result of such cancellation, and any other fixed costs, expenses and disbursements (e.g., licensure, exam application, visa, etc.) incurred by Aya with respect to placing such Candidate with Client.

3. **CONVERSION/ PLACEMENT FEE STIPULATION.** If Client hires a Candidate for permanent or temporary services within the twelve (12) month period following the later of: (i) the date the Candidate is introduced to Client by Aya; or (ii) the conclusion of the Candidate's assignment with Client, then Client agrees to pay Aya a placement fee equal to the greater of: (i) thirty-five percent (35%) of the Candidate's anticipated annual salary, or (ii) $20,000. Notwithstanding anything to the contrary in this Agreement, this Section shall survive any termination or expiration of this Agreement.

4. **STATEMENTS OF WORK.** The Parties may agree to additional terms in a Statement of Work covering a position or class of positions. Such terms may include, but will not be limited to reimbursable expenses, cancellation policies and alternative placement fees.

Supplemental Staffing Provider Agreement (Education)

ADDENDUM A-1
RATE TABLE FOR CANDIDATES

Profession	Regular Hourly Rates starting at
Speech Language Pathologist - (SLP-CCC)	$ 85.00
Speech Language Pathologist - Clinical Fellow (CFY)	$ 80.00
Physical and/or Occupational Therapist	$ 95.00
SLPA, PTA and/or COTA	$ 80.00
Psychologist	$ 115.00
Adaptive Physical Education Teacher	$ 75.00
Applied Behavior Analyst (ABA)	$ 70.00
Assistive Technology Specialist	$ 70.00
Audiologist	$ 100.00
Behavior Intervention Implementer (BII)	$ 60.00
Board Certified Behavior Analyst (BCBA)	$ 75.00
Guidance Counselor	$ 75.00
Life Skills Teacher	$ 65.00
Music Therapist	$ 65.00
Orientation and Mobility Specialist (O&M)	$ 90.00
Paraprofessional/Special Education Aide	$ 50.00
Registered Behavior Technician (RBT)	$ 55.00
Resource Teacher	$ 55.00
School Nurse - Certified Nursing Assistant (CNA)	$ 45.00
School Nurse – Registered Nurse (RN, BSN, CSN)	$ 85.00
School Nurse – Licensed Nurse (LVN, LPN)	$ 70.00
Sign Language Interpreter (SLI)	$ 75.00
Social Worker	$ 85.00
Special Education Teacher	$ 80.00
Teacher of the Deaf and Hard of Hearing (TDHH)	$ 85.00
Teacher of the Visually Impaired (TVI)	$ 85.00
Other:	$ 60.00
Other:	$

At any point during the term of this Agreement, rates may be renegotiated and accepted in writing by both Parties.

Aya Healthcare

WORK ORDER CONFIRMATION

CANDIDATE

Sally Clark
623 Martin Luther King Jr Way Tacoma WA 98405
253 - 384 - 6129
sallymclark@icloud.com

NEW OR EXISTING
NEW

PROFESSION
Therapy/Rehabilitation

CURRENT ZIP CODE
98405

ASSIGNMENT

Centralia School District
Speech Language Pathologist School
8/21/2026 – 6/15/2027
Monday – Friday
7:30am – 3:30pm (30-minute unpaid lunch).
Total of 37.5 billable hours per week

OTHER DETAILS
-

- 100% In Person
- Locations: Centralia Middle School and Centralia High School.
- No school on 8/31

TIME OFF
Centralia School District Calendar for 26-27 SY

RATE (PER HOUR)
$110.00

SIGNATURES

Yoni Levinger 7/9/2026

Authorized Aya Representative

Authorized Client Representative

These rates are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for healthcare professionals. Client acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("IRC") § 274(n) to the extent such limitation applies to any reimbursement for which it is responsible. Aya will provide Client with sufficient substantiation of any such reimbursement in accordance with IRC § 274(d).

Coversheet

Consideration of Approval of CompHealth Contract

Section:	VII. New Business
Item:	E. Consideration of Approval of CompHealth Contract
Purpose:	
Submitted by:	
Related Material:	CompHealth Summary Sheet.pdf CompHealth Contract.pdf

Centralia School District 401

Regular School Board Meeting

AGENDA ITEM DETAILS

SUBJECT:
Contract for services between CompHealth Medical Staffing and Centralia School District.

BACKGROUND:
CompHealth Medical Staffing is a contracting agency which provides staff to school districts when a qualified candidate is not able to be directly hired.

RATIONALE:
Centralia School District was unable to find a direct hire therefore CompHealth, as one of several staff agencies, found qualified and a suitable candidate for the position of Speech Language Pathologist.

FISCAL IMPACT:
$157,000 (based on anticipated hours and number of current students)

BUDGET SOURCE:
2100- State Special Education

DATA SOURCES:
Individual student evaluations and agreed upon IEP needs.

SUBMITTED BY:
Tammie Jensen-Tabor

RECOMMENDED ACTION:
Board approval

CompHealth.

JDE No.1636064

ALL INCLUSIVE AGREEMENT
FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE

This All Inclusive Agreement for Temporary Healthcare Professional Coverage ("Agreement") by and between Centralia School District ("Client"), a nonprofit organization, with its principal place of business located at 2320 Borst Ave, Centralia, WA 98531, and CompHealth Medical Staffing ("CompHealth"), with its principal place of business located at 5557 28th Street, Ste. B, PMB 318, Grand Rapids, MI 49512 (collectively the "Parties" and each individually a "Party") is hereby entered into, made and effective as of March 14, 2023 ("Effective Date").

Section A, Intent of Agreement

CompHealth is a temporary allied healthcare professional staffing company. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth may present healthcare professionals ("Provider(s)") to provide clinical services to Client and those worksites as directed by Client on a temporary basis ("Provider Coverage") for the time periods requested by Client ("Assignment(s)"). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

Section B, Duties of CompHealth

B.1 <u>Arrangement of Assignments</u>
Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client's verbal acceptance of said Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing ("Confirmation"). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services hereunder, the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than three (3) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider. CompHealth's failure to send a Confirmation or any incorrect, incomplete or delayed Confirmations will not create a right of cancellation. If any changes or additional arrangements are made to/for an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes or additional arrangements. Confirmations last in time shall be binding.

B.2 <u>Providers as Employees of CompHealth</u>
Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth's obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker's Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

B.3 <u>Licensure, Competency</u>
CompHealth shall require each Provider furnishing Provider Coverage hereunder to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

B.4 <u>Assignment of Billing Rights, Chart Documentation</u>
Fees due from patients as a result of Provider Coverage belong to Client. CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth directs Providers to promptly complete chart documentation. Client shall furnish Provider with orientation to Client's charting processes at the start of an Assignment and furnish Provider adequate time to complete charting during the Assignment. Client shall

promptly inform CompHealth if any medical records are incomplete to allow CompHealth the opportunity to resolve the issue prior to the Provider's departure from the Assignment. Client shall take all reasonable measures to complete transcription prior to Provider's departure from an Assignment.

B.5 <u>Professional Liability Insurance</u>

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of $1,000,000 per incident and $3,000,000 in the annual aggregate or such limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only. Client agrees that it will not request Provider to furnish administrative services under this Agreement. Administrative services are defined as anything that is outside the scope of actual delivery of healthcare services directly to a patient (including, but not limited to, planning, organizing, directing and controlling business operations).

B.6 <u>General Liability Insurance</u>

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of $1,000,000 per incident and $3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

Section C, Duties of Client

C.1 <u>Client to Notify of Acceptability of Providers</u>

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

C.2 <u>Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)</u>

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client acknowledges and agrees that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters and that CompHealth does not direct, control nor have any responsibility for such matters. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards. Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

C.3 <u>Housing, Travel Arrangements & Per Diem Allowance</u>

With the exception of cancellation circumstances as described in Section E.1, Fees are all inclusive and will include all per diem charges. The Parties agree that for each Assignment confirmed under this Agreement Client agrees to reimburse CompHealth through the all inclusive bill rate for all meal, incidental and lodging per diem allowances paid by CompHealth to any of its Providers providing services to Client under this Agreement. CompHealth shall provide Client with information detailing the per diem allowances on a report referenced and included as a part of each invoice as further outlined below in Section D.1. The per diem report shall contain the names of each CompHealth Provider who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Each such per diem report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof.

C.4 <u>Practice Standards</u>

Client shall comply with all applicable OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, and regulations. It is Client's responsibility to inform Providers of Client policies and procedures.

C.5 <u>Risk Management and Incident Reporting Cooperation</u>

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk

Management Protocol ("Protocol"), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

C.6 Change in Worksite Location

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

C.7 Competency

Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client's own employees upon Provider's arrival at Client's facility.

C.8 Telemedicine

If Client requests that Provider perform remote diagnosis and treatment of patients by means of telecommunications technology ("Telemedicine Services"), Client understands and agrees that: (i) CompHealth's professional liability insurance coverage specifically excludes Client-provided/approved and Provider-provided telemedicine equipment or software – such professional liability insurance covers medical malpractice only; (ii) Client will provide adequate and appropriate training in the use of telemedicine equipment and software at Client's cost; (iii) Client shall ensure that informed consent is obtained from all patients for the treatment of such patients via telemedicine equipment or software; and (iv) Client shall ensure that adequate and reasonable precautions are taken to ensure its provided or approved telemedicine equipment or software is secure against privacy and security risks, including adhering to the applicable HIPAA Security Rule, as required.

Section D, Fees

D.1 Fee Schedule

Client shall pay CompHealth fees ("Fee(s)") for Provider Coverage as specified in the Confirmation for the related Assignment. CompHealth is providing Client with an aggregated hourly billing rate which is inclusive of both amounts for healthcare services provided by Providers and expense reimbursements for per diem allowances paid by CompHealth to Providers (with zero percent (0%) markup). The aggregated hourly billing rate (whether set forth in the Agreement or any Confirmation thereto) is provided solely at Client's request for Client's cost comparison purposes and shall in no way reflect treatment of how CompHealth is paying wages to Providers and reimbursing Providers for per diem allowances.

D.2 Security Deposit

CompHealth reserves the right to require a security deposit to be held during the term of each Assignment if, in its sole discretion, Client's credit and payment history warrant doing so. Upon termination of each Assignment, CompHealth shall apply the security deposit towards Fees related to such Assignment and refund any remaining balance.

D.3 Invoicing

Fees are invoiced weekly. Client agrees to pay all applicable sales, excise and gross receipts type taxes and/or reimburse CompHealth for such taxes. Fees are determined based upon Provider's work record. Invoices will include other charges agreed upon in the Confirmation, if any. Payment for each one-week period is due within fifteen (15) days after the date of invoice. In the event Client learns or believes that it has made an overpayment to CompHealth on any prior invoice or overpayment of any other prior obligation, Client agrees that is shall only seek reimbursement from CompHealth for any established and proven overpayment that occurred within the six (6) months preceding the date that Client notified CompHealth of any alleged overpayments to CompHealth.

D.4 Minimum Workweek

CompHealth requires that a minimum of thirty-seven and a half (37.5) hours per week per Provider ("Minimum Fee") be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if: a) the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.) or, b) the school is closed for any reason (e.g inclement weather, school holidays and non-working days as referenced in school's calendar).

D.5 Failure to Issue Confirmation

Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth's failure shall not abrogate Client's responsibility for payment of Fees for the Provider Coverage received. In that instance, Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate as reasonably determined by CompHealth for that specialty.

Section E, Term, Cancellation and Removal of Provider

E.1 <u>Cancellation of an Assignment</u>
For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides (30) days advance notice of cancellation, Client shall be responsible for payment of actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare ("Costs"). In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of: a) the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"); and b) Costs. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a Provider is not granted privileges required for any Assignment or does not meet Client's credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

E.2 <u>Requests for Provider Coverage</u>
CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. If a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to present a replacement Provider but shall have no other liability.

E.3. <u>Termination of Agreement</u>
Either Party may terminate this Agreement or any Assignment with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's involvement in any bankruptcy proceeding or any other proceeding concerning insolvency, dissolution, cessation of operations, reorganization, indebtedness or the like, failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement or any Assignment with written notice. The obligation to pay monies due under this Agreement shall survive termination.

E.4 <u>Term</u>
The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and continue for a period of one (1) year. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") until terminated in accordance with Section E.3 above. "Initial Term" and "Renewal Term" may be used in this Agreement interchangeably with "Term".

E.5 <u>Removal of Provider</u>
Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in Client's reasonable discretion, there is no risk of patient endangerment. Neither CompHealth nor Client will remove a Provider from an Assignment for discriminatory reasons.

Section F, Later Placements

F.1 <u>Client Offer of Position to Provider</u>
Unless prohibited by law, Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider's services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation

("Recruitment Fee") per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The decision to offer a Provider Work hereunder shall exclusively be Client's or third party's, as applicable, and CompHealth shall bear no liability for Client's or third party's hiring decision. If a Confirmation was never appropriate due to the fact that Client rejected a presented Provider as a candidate to provide Provider Coverage or should CompHealth fail to list a Recruitment Fee in a Confirmation, the Recruitment Fee shall be the current market rate as reasonably determined by CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

F.2 <u>Client Notification of Previous Knowledge of Provider</u>

Client must inform CompHealth in writing within twenty-four (24) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

F.3 <u>Recruitment Fee Payment Terms</u>

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. In the event the Recruitment Fee is not paid in full prior to the first day the Provider performs services in the new position, Client shall be liable for payment of the Minimum Fee per week up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider.

F.4 <u>Definition of Work</u>

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

Section G, Standards of Service

G.1 <u>Medicare and Medicaid Fraud Representation</u>

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any individuals are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency doing business with the Federal Government. CompHealth certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

G.2 <u>Health Insurance Portability and Accountability Act of 1996 (HIPAA)</u>

To the extent that Client may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by CompHealth. Specifically, the Parties acknowledge that under HIPAA, Providers provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for CompHealth to provide Providers as part of Client's temporary workforce and CompHealth will not request or receive PHI from Client without appropriate legal authority. In the event the Parties determine CompHealth is deemed to be a business associate, the Parties shall enter into a separate mutually agreed upon business associate agreement.

G.3 <u>Availability of Books and Records</u>

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification
As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

Section H, Miscellaneous Provisions

H.1 Interest and Attorney's Fees
Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1.5 percent per month on any unpaid balance, or the maximum interest rate allowed by law.

H.2 Entire Agreement, Amendments
This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

H.3 Notices
For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

H.4 Severability, Successors, Discrimination, Governing Law
If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any individual on the basis of race, age, gender or gender identity, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. Each Party hereto irrevocably submits and consents to the exclusive jurisdiction of the state or federal courts located in Salt Lake County, Utah with respect to any matter, controversy, or dispute arising out of or related to this Agreement. The Parties further agree that venue for any legal proceeding arising out of or related to this Agreement shall be located in the state or federal courts located in Salt Lake City, Utah.

H.5 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities
In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

H.6 Counterparts; Facsimile or Electronic Signature Deemed Original
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature to this Agreement through the use of an electronic process adopted by a Party with the intent to execute this Agreement (i.e., electronic signature) or signature transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

H.7 Use of Subcontractors

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

H.8 Handwritten Revisions

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth and Client will be deemed to have been rejected.

H.9 Limitation of Liability

In no event shall either Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the possibility or likelihood of such damages. It is understood and agreed that "Costs" and "Damages" as defined and described in Sections C.6 and E.1 shall not be considered indirect, exemplary, incidental, special, punitive or consequential damages.

H.10 Additional Terms or Purchase Orders

The terms and conditions of any purchase order or other document issued by Client in connection with this Agreement and which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding upon CompHealth and shall not be deemed to modify this Agreement unless the same is executed by CompHealth and Client by a duly authorized representative.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

CENTRALIA SCHOOL DISTRICT

By: ________________

Title: Executive Director of Special Services

Date: 5/25/2023

Printed Name: Tammie Jensen - Tabor

91 - 6001630

Federal Tax I.D. #

COMPHEALTH MEDICAL STAFFING

DocuSigned by:

By: Maria Gardner

46CF9A55550F4CD...

Title: Contract Coordinator

Date: 05/30/2023

Printed Name: Maria Gardner

DocuSign

Certificate Of Completion

Envelope Id: B1C07C02659A40F788183E75DB06A2CD

Status: Completed

Subject: Here is your signed document: scan_jmartin_2023-05-26-10-30-10.pdf

Source Envelope:

Document Pages: 8

Certificate Pages: 5

AutoNav: Disabled

EnvelopeId Stamping: Disabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1

Initials: 0

Envelope Originator:
Maria Gardner
7259 Bingham Jct Blvd
Midvale, UT 84047
maria.gardner@comphealth.com
IP Address: 165.225.60.117

Record Tracking

Status: Original 5/30/2023 12:56:32 PM	Holder: Maria Gardner maria.gardner@comphealth.com	Location: DocuSign

Signer Events	Signature	Timestamp
Maria Gardner maria.gardner@comphealth.com Contract Coordinator CompHealth Medical Staffing, A Delaware Corporation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/19/2022 1:07:04 PM ID: 41739884-c998-4334-83e3-a2ef9149e945	DocuSigned by: Maria Gardner 46CF9A55550F4CD... Signature Adoption: Pre-selected Style Using IP Address: 165.225.60.117	Sent: 5/30/2023 12:57:13 PM Viewed: 5/30/2023 12:58:58 PM Signed: 5/30/2023 1:00:32 PM Freeform Signing

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
jmartin@centralia.wednet.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/30/2023 1:00:34 PM
Dee Sutton Dee.Sutton@comphealth.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/30/2023 1:00:34 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/30/2023 12:57:13 PM
Certified Delivered	Security Checked	5/30/2023 12:58:58 PM
Signing Complete	Security Checked	5/30/2023 1:00:32 PM
Completed	Security Checked	5/30/2023 1:00:34 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE
From time to time, CHG Healthcare CompHealth Locum Tenens (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies
At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent
If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind
If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact CHG Healthcare CompHealth Locum Tenens:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: applyonline@comphealth.com

To advise CHG Healthcare CompHealth Locum Tenens of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at applyonline@comphealth.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from CHG Healthcare CompHealth Locum Tenens

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to applyonline@comphealth.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CHG Healthcare CompHealth Locum Tenens

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to applyonline@comphealth.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify CHG Healthcare CompHealth Locum Tenens as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by CHG Healthcare CompHealth Locum Tenens during the course of my relationship with you.

CompHealth
A CHG Company

CONFIRMATION SERVICE AGREEMENT FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE

This Confirmation is hereby issued pursuant to the Service Agreement for Temporary Healthcare Professional Coverage ("Agreement") entered into on 03/14/2023 by and between Centralia School District ("Client") and CompHealth Medical Staffing ("CompHealth"). The date of issue for this Confirmation is 04/17/2026. This Confirmation confirms the Assignment herein described under the terms and conditions herein described. In the event this Confirmation conflicts with the terms and conditions of the Agreement, this Confirmation shall control, but only with respect to the Assignment it describes. Capitalized terms used herein shall have the definitions assigned to them in the Agreement.

ASSIGNMENT DATES, PROVIDER NAME, SPECIALTY AND LOCATION

This Assignment is for the time period from 08/11/2026 to 06/15/2027. The specialty of the Provider requested is: Speech Language Pathology. The name of the Provider Client has accepted for this Assignment is: Emily Bess ("Provider"). Client has requested provider coverage at Client's facility located below:

Worksite(s)

Centralia School District
2320 Borst Ave
Centralia, WA 98531-1410

FEES, RECRUITMENT FEE

The Fees for the Assignment shall be as follows:

FEE SCHEDULE:

Rate	Rate Type	Description	OT/Callback	OT/Callback Description
$110.00	Hours	Per Hour	$165.00	Per Overtime hour applies after 40 Hours Per Week; Must be preapproved

If applicable, Client will be billed for mileage between worksites visited on the same day at the current IRS rate. In the event during the Assignment, the IRS standard rate for mileage reimbursement should change, your mileage rate may vary to reflect the new IRS standard rate.

For your convenience, you will receive a weekly email to electronically approve time for all Providers working through your facility. An approved or signed timesheet will be considered approval by Client to pay hours noted on the timesheet, including any applicable overtime. Should you choose to have our Provider work overtime or on a facility recognized holiday, the time will be billed at 1 1/2 times the regular rate (if overtime rate is not already noted in the executed contract).

DEVIATIONS TO THE AGREEMENT

This confirmation applies to the worksite identified herein and any other worksite as directed by Client.

Setting: School System

If at any time our Provider is reassigned to a clinical area that does not match his/her clinical capabilities, you must inform CompHealth immediately.

Work Schedule:

Training/Retreat on 8/11-8/12.Will officially start onsite on 9/1

From	To	Shift Time	Shift Type
08/11/2026	06/15/2027	Monday - Friday-37.5 hrs/week, 7.5 hrs/day	Orientation

When time off is required to offset weekend rotation, it must be taken within that same 40 hour workweek.

Client payroll week is: Sunday through Saturday

Assignment Supervisor: Jillian Stray

First Day: *Provider will produce evidence of identity upon arrival to each assignment. Provider will present government-issued photo identification such as a driver's license, state identification card, or passport. CompHealth Requires an orientation for each Health Care Professional we place in your practice. This will provide our provider with an understanding of policies, procedure, and protocols, as well as introduction of pertinent staff, the layout of your facility, and an overview of patients under treatment.*

Scheduled Time Off: none

CompHealth and Client have mutually agreed upon the time off as outlined above. Any additional time off that is granted by the client will continue to be billed and invoiced based on the hourly guarantee as outlined in our Service Agreement.

Client understands and agrees that: (i) CompHealth's professional liability insurance coverage specifically does not cover Client or Provider provided telemedicine equipment or software and covers only medical negligence; (ii) applicable training in the use of telemedicine equipment and software is provided by Client and at Client's cost; and (iii) informed consent from patients for the provision of telemedicine services will be obtained by Client.

If at any time prior to or during the coverage period you need to contact any member of the CompHealth staff after normal working hours, you can do so by calling (800) 634-9582. It is our pleasure to be available to you 24 hours per day, 7 days per week.

Coversheet

Consideration of Approval of Elevation Contract

Section:	VII. New Business
Item:	F. Consideration of Approval of Elevation Contract
Purpose:	
Submitted by:	
Related Material:	CompHealth Summary Sheet.pdf CompHealth Contract.pdf

Centralia School District 401

Regular School Board Meeting

AGENDA ITEM DETAILS

SUBJECT:
Contract for services between CompHealth Medical Staffing and Centralia School District.

BACKGROUND:
CompHealth Medical Staffing is a contracting agency which provides staff to school districts when a qualified candidate is not able to be directly hired.

RATIONALE:
Centralia School District was unable to find a direct hire therefore CompHealth, as one of several staff agencies, found qualified and a suitable candidate for the position of Speech Language Pathologist.

FISCAL IMPACT:
$157,000 (based on anticipated hours and number of current students)

BUDGET SOURCE:
2100- State Special Education

DATA SOURCES:
Individual student evaluations and agreed upon IEP needs.

SUBMITTED BY:
Tammie Jensen-Tabor

RECOMMENDED ACTION:
Board approval

CompHealth.

JDE No.1636064

ALL INCLUSIVE AGREEMENT
FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE

This All Inclusive Agreement for Temporary Healthcare Professional Coverage ("Agreement") by and between Centralia School District ("Client"), a nonprofit organization, with its principal place of business located at 2320 Borst Ave, Centralia, WA 98531, and CompHealth Medical Staffing ("CompHealth"), with its principal place of business located at 5557 28th Street, Ste. B, PMB 318, Grand Rapids, MI 49512 (collectively the "Parties" and each individually a "Party") is hereby entered into, made and effective as of March 14, 2023 ("Effective Date").

Section A, Intent of Agreement

CompHealth is a temporary allied healthcare professional staffing company. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth may present healthcare professionals ("Provider(s)") to provide clinical services to Client and those worksites as directed by Client on a temporary basis ("Provider Coverage") for the time periods requested by Client ("Assignment(s)"). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

Section B, Duties of CompHealth

B.1 <u>Arrangement of Assignments</u>
Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client's verbal acceptance of said Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing ("Confirmation"). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services hereunder, the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than three (3) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider. CompHealth's failure to send a Confirmation or any incorrect, incomplete or delayed Confirmations will not create a right of cancellation. If any changes or additional arrangements are made to/for an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes or additional arrangements. Confirmations last in time shall be binding.

B.2 <u>Providers as Employees of CompHealth</u>
Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth's obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker's Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

B.3 <u>Licensure, Competency</u>
CompHealth shall require each Provider furnishing Provider Coverage hereunder to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

B.4 <u>Assignment of Billing Rights, Chart Documentation</u>
Fees due from patients as a result of Provider Coverage belong to Client. CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth directs Providers to promptly complete chart documentation. Client shall furnish Provider with orientation to Client's charting processes at the start of an Assignment and furnish Provider adequate time to complete charting during the Assignment. Client shall

promptly inform CompHealth if any medical records are incomplete to allow CompHealth the opportunity to resolve the issue prior to the Provider's departure from the Assignment. Client shall take all reasonable measures to complete transcription prior to Provider's departure from an Assignment.

B.5 Professional Liability Insurance

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of $1,000,000 per incident and $3,000,000 in the annual aggregate or such limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only. Client agrees that it will not request Provider to furnish administrative services under this Agreement. Administrative services are defined as anything that is outside the scope of actual delivery of healthcare services directly to a patient (including, but not limited to, planning, organizing, directing and controlling business operations).

B.6 General Liability Insurance

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of $1,000,000 per incident and $3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

Section C, Duties of Client

C.1 Client to Notify of Acceptability of Providers

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client acknowledges and agrees that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters and that CompHealth does not direct, control nor have any responsibility for such matters. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards. Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

C.3 Housing, Travel Arrangements & Per Diem Allowance

With the exception of cancellation circumstances as described in Section E.1, Fees are all inclusive and will include all per diem charges. The Parties agree that for each Assignment confirmed under this Agreement Client agrees to reimburse CompHealth through the all inclusive bill rate for all meal, incidental and lodging per diem allowances paid by CompHealth to any of its Providers providing services to Client under this Agreement. CompHealth shall provide Client with information detailing the per diem allowances on a report referenced and included as a part of each invoice as further outlined below in Section D.1. The per diem report shall contain the names of each CompHealth Provider who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Each such per diem report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof.

C.4 Practice Standards

Client shall comply with all applicable OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, and regulations. It is Client's responsibility to inform Providers of Client policies and procedures.

C.5 Risk Management and Incident Reporting Cooperation

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk

Management Protocol ("Protocol"), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

C.6 Change in Worksite Location

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

C.7 Competency

Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client's own employees upon Provider's arrival at Client's facility.

C.8 Telemedicine

If Client requests that Provider perform remote diagnosis and treatment of patients by means of telecommunications technology ("Telemedicine Services"), Client understands and agrees that: (i) CompHealth's professional liability insurance coverage specifically excludes Client-provided/approved and Provider-provided telemedicine equipment or software – such professional liability insurance covers medical malpractice only; (ii) Client will provide adequate and appropriate training in the use of telemedicine equipment and software at Client's cost; (iii) Client shall ensure that informed consent is obtained from all patients for the treatment of such patients via telemedicine equipment or software; and (iv) Client shall ensure that adequate and reasonable precautions are taken to ensure its provided or approved telemedicine equipment or software is secure against privacy and security risks, including adhering to the applicable HIPAA Security Rule, as required.

Section D, Fees

D.1 Fee Schedule

Client shall pay CompHealth fees ("Fee(s)") for Provider Coverage as specified in the Confirmation for the related Assignment. CompHealth is providing Client with an aggregated hourly billing rate which is inclusive of both amounts for healthcare services provided by Providers and expense reimbursements for per diem allowances paid by CompHealth to Providers (with zero percent (0%) markup). The aggregated hourly billing rate (whether set forth in the Agreement or any Confirmation thereto) is provided solely at Client's request for Client's cost comparison purposes and shall in no way reflect treatment of how CompHealth is paying wages to Providers and reimbursing Providers for per diem allowances.

D.2 Security Deposit

CompHealth reserves the right to require a security deposit to be held during the term of each Assignment if, in its sole discretion, Client's credit and payment history warrant doing so. Upon termination of each Assignment, CompHealth shall apply the security deposit towards Fees related to such Assignment and refund any remaining balance.

D.3 Invoicing

Fees are invoiced weekly. Client agrees to pay all applicable sales, excise and gross receipts type taxes and/or reimburse CompHealth for such taxes. Fees are determined based upon Provider's work record. Invoices will include other charges agreed upon in the Confirmation, if any. Payment for each one-week period is due within fifteen (15) days after the date of invoice. In the event Client learns or believes that it has made an overpayment to CompHealth on any prior invoice or overpayment of any other prior obligation, Client agrees that is shall only seek reimbursement from CompHealth for any established and proven overpayment that occurred within the six (6) months preceding the date that Client notified CompHealth of any alleged overpayments to CompHealth.

D.4 Minimum Workweek

CompHealth requires that a minimum of thirty-seven and a half (37.5) hours per week per Provider ("Minimum Fee") be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if: a) the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.) or, b) the school is closed for any reason (e.g inclement weather, school holidays and non-working days as referenced in school's calendar).

D.5 Failure to Issue Confirmation

Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth's failure shall not abrogate Client's responsibility for payment of Fees for the Provider Coverage received. In that instance, Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate as reasonably determined by CompHealth for that specialty.

Section E, Term, Cancellation and Removal of Provider

E.1 <u>Cancellation of an Assignment</u>
For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides (30) days advance notice of cancellation, Client shall be responsible for payment of actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare ("Costs"). In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of: a) the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"); and b) Costs. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a Provider is not granted privileges required for any Assignment or does not meet Client's credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

E.2 <u>Requests for Provider Coverage</u>
CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. If a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to present a replacement Provider but shall have no other liability.

E.3. <u>Termination of Agreement</u>
Either Party may terminate this Agreement or any Assignment with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's involvement in any bankruptcy proceeding or any other proceeding concerning insolvency, dissolution, cessation of operations, reorganization, indebtedness or the like, failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement or any Assignment with written notice. The obligation to pay monies due under this Agreement shall survive termination.

E.4 <u>Term</u>
The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and continue for a period of one (1) year. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") until terminated in accordance with Section E.3 above. "Initial Term" and "Renewal Term" may be used in this Agreement interchangeably with "Term".

E.5 <u>Removal of Provider</u>
Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in Client's reasonable discretion, there is no risk of patient endangerment. Neither CompHealth nor Client will remove a Provider from an Assignment for discriminatory reasons.

Section F, Later Placements

F.1 <u>Client Offer of Position to Provider</u>
Unless prohibited by law, Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider's services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation

("Recruitment Fee") per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The decision to offer a Provider Work hereunder shall exclusively be Client's or third party's, as applicable, and CompHealth shall bear no liability for Client's or third party's hiring decision. If a Confirmation was never appropriate due to the fact that Client rejected a presented Provider as a candidate to provide Provider Coverage or should CompHealth fail to list a Recruitment Fee in a Confirmation, the Recruitment Fee shall be the current market rate as reasonably determined by CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

F.2 <u>Client Notification of Previous Knowledge of Provider</u>

Client must inform CompHealth in writing within twenty-four (24) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

F.3 <u>Recruitment Fee Payment Terms</u>

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. In the event the Recruitment Fee is not paid in full prior to the first day the Provider performs services in the new position, Client shall be liable for payment of the Minimum Fee per week up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider.

F.4 <u>Definition of Work</u>

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

Section G, Standards of Service

G.1 <u>Medicare and Medicaid Fraud Representation</u>

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any individuals are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency doing business with the Federal Government. CompHealth certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

G.2 <u>Health Insurance Portability and Accountability Act of 1996 (HIPAA)</u>

To the extent that Client may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by CompHealth. Specifically, the Parties acknowledge that under HIPAA, Providers provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for CompHealth to provide Providers as part of Client's temporary workforce and CompHealth will not request or receive PHI from Client without appropriate legal authority. In the event the Parties determine CompHealth is deemed to be a business associate, the Parties shall enter into a separate mutually agreed upon business associate agreement.

G.3 <u>Availability of Books and Records</u>

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification
As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

Section H, Miscellaneous Provisions

H.1 Interest and Attorney's Fees
Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1.5 percent per month on any unpaid balance, or the maximum interest rate allowed by law.

H.2 Entire Agreement, Amendments
This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

H.3 Notices
For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

H.4 Severability, Successors, Discrimination, Governing Law
If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any individual on the basis of race, age, gender or gender identity, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. Each Party hereto irrevocably submits and consents to the exclusive jurisdiction of the state or federal courts located in Salt Lake County, Utah with respect to any matter, controversy, or dispute arising out of or related to this Agreement. The Parties further agree that venue for any legal proceeding arising out of or related to this Agreement shall be located in the state or federal courts located in Salt Lake City, Utah.

H.5 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities
In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

H.6 Counterparts; Facsimile or Electronic Signature Deemed Original
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature to this Agreement through the use of an electronic process adopted by a Party with the intent to execute this Agreement (i.e., electronic signature) or signature transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

H.7 Use of Subcontractors

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

H.8 Handwritten Revisions

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth and Client will be deemed to have been rejected.

H.9 Limitation of Liability

In no event shall either Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the possibility or likelihood of such damages. It is understood and agreed that "Costs" and "Damages" as defined and described in Sections C.6 and E.1 shall not be considered indirect, exemplary, incidental, special, punitive or consequential damages.

H.10 Additional Terms or Purchase Orders

The terms and conditions of any purchase order or other document issued by Client in connection with this Agreement and which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding upon CompHealth and shall not be deemed to modify this Agreement unless the same is executed by CompHealth and Client by a duly authorized representative.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

CENTRALIA SCHOOL DISTRICT	COMPHEALTH MEDICAL STAFFING
By: [signature]	By: DocuSigned by: Maria Gardner 46CF9A55550F4CD...
Title: Executive Director of Special Services	Title: Contract Coordinator
Date: 5/25/2023	Date: 05/30/2023
Printed Name: Tammie Jensen - Tabor	Printed Name: Maria Gardner
91 - 6001630 Federal Tax I.D. #	

DocuSign

Certificate Of Completion

Envelope Id: B1C07C02659A40F788183E75DB06A2CD
Status: Completed
Subject: Here is your signed document: scan_jmartin_2023-05-26-10-30-10.pdf
Source Envelope:
Document Pages: 8
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Disabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Maria Gardner
7259 Bingham Jct Blvd
Midvale, UT 84047
maria.gardner@comphealth.com
IP Address: 165.225.60.117

Record Tracking

Status: Original
5/30/2023 12:56:32 PM

Holder: Maria Gardner
maria.gardner@comphealth.com

Location: DocuSign

Signer Events	Signature	Timestamp
Maria Gardner maria.gardner@comphealth.com Contract Coordinator CompHealth Medical Staffing, A Delaware Corporation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/19/2022 1:07:04 PM ID: 41739884-c998-4334-83e3-a2ef9149e945	DocuSigned by: Maria Gardner 46CF9A55550F4CD... Signature Adoption: Pre-selected Style Using IP Address: 165.225.60.117	Sent: 5/30/2023 12:57:13 PM Viewed: 5/30/2023 12:58:58 PM Signed: 5/30/2023 1:00:32 PM Freeform Signing

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
jmartin@centralia.wednet.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/30/2023 1:00:34 PM
Dee Sutton Dee.Sutton@comphealth.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/30/2023 1:00:34 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/30/2023 12:57:13 PM
Certified Delivered	Security Checked	5/30/2023 12:58:58 PM
Signing Complete	Security Checked	5/30/2023 1:00:32 PM
Completed	Security Checked	5/30/2023 1:00:34 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, CHG Healthcare CompHealth Locum Tenens (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CHG Healthcare CompHealth Locum Tenens:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: applyonline@comphealth.com

To advise CHG Healthcare CompHealth Locum Tenens of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at applyonline@comphealth.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from CHG Healthcare CompHealth Locum Tenens

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to applyonline@comphealth.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CHG Healthcare CompHealth Locum Tenens

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to applyonline@comphealth.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify CHG Healthcare CompHealth Locum Tenens as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by CHG Healthcare CompHealth Locum Tenens during the course of my relationship with you.

CompHealth®
A CHG Company

CONFIRMATION SERVICE AGREEMENT FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE

This Confirmation is hereby issued pursuant to the Service Agreement for Temporary Healthcare Professional Coverage ("Agreement") entered into on 03/14/2023 by and between Centralia School District ("Client") and CompHealth Medical Staffing ("CompHealth"). The date of issue for this Confirmation is 04/17/2026. This Confirmation confirms the Assignment herein described under the terms and conditions herein described. In the event this Confirmation conflicts with the terms and conditions of the Agreement, this Confirmation shall control, but only with respect to the Assignment it describes. Capitalized terms used herein shall have the definitions assigned to them in the Agreement.

ASSIGNMENT DATES, PROVIDER NAME, SPECIALTY AND LOCATION

This Assignment is for the time period from 08/11/2026 to 06/15/2027. The specialty of the Provider requested is: Speech Language Pathology. The name of the Provider Client has accepted for this Assignment is: Emily Bess ("Provider"). Client has requested provider coverage at Client's facility located below:

Worksite(s)

Centralia School District
2320 Borst Ave
Centralia, WA 98531-1410

FEES, RECRUITMENT FEE

The Fees for the Assignment shall be as follows:

<u>FEE SCHEDULE</u>:

Rate	Rate Type	Description	OT/Callback	OT/Callback Description
$110.00	Hours	Per Hour	$165.00	Per Overtime hour applies after 40 Hours Per Week; Must be preapproved

If applicable, Client will be billed for mileage between worksites visited on the same day at the current IRS rate. In the event during the Assignment, the IRS standard rate for mileage reimbursement should change, your mileage rate may vary to reflect the new IRS standard rate.

For your convenience, you will receive a weekly email to electronically approve time for all Providers working through your facility. An approved or signed timesheet will be considered approval by Client to pay hours noted on the timesheet, including any applicable overtime. Should you choose to have our Provider work overtime or on a facility recognized holiday, the time will be billed at 1 1/2 times the regular rate (if overtime rate is not already noted in the executed contract).

DEVIATIONS TO THE AGREEMENT

This confirmation applies to the worksite identified herein and any other worksite as directed by Client.

Setting: School System

If at any time our Provider is reassigned to a clinical area that does not match his/her clinical capabilities, you must inform CompHealth immediately.

Work Schedule:

Training/Retreat on 8/11-8/12.Will officially start onsite on 9/1

From	To	Shift Time	Shift Type
08/11/2026	06/15/2027	Monday - Friday-37.5 hrs/week, 7.5 hrs/day	Orientation

When time off is required to offset weekend rotation, it must be taken within that same 40 hour workweek.

Client payroll week is: Sunday through Saturday

Assignment Supervisor: Jillian Stray

First Day: *Provider will produce evidence of identity upon arrival to each assignment. Provider will present government-issued photo identification such as a driver's license, state identification card, or passport. CompHealth Requires an orientation for each Health Care Professional we place in your practice. This will provide our provider with an understanding of policies, procedure, and protocols, as well as introduction of pertinent staff, the layout of your facility, and an overview of patients under treatment.*

Scheduled Time Off: none

CompHealth and Client have mutually agreed upon the time off as outlined above. Any additional time off that is granted by the client will continue to be billed and invoiced based on the hourly guarantee as outlined in our Service Agreement.

Client understands and agrees that: (i) CompHealth's professional liability insurance coverage specifically does not cover Client or Provider provided telemedicine equipment or software and covers only medical negligence; (ii) applicable training in the use of telemedicine equipment and software is provided by Client and at Client's cost; and (iii) informed consent from patients for the provision of telemedicine services will be obtained by Client.

If at any time prior to or during the coverage period you need to contact any member of the CompHealth staff after normal working hours, you can do so by calling (800) 634-9582. It is our pleasure to be available to you 24 hours per day, 7 days per week.

Coversheet

Consideration of Approval of ESD 113 RBT Services Contract

Section:	VII. New Business
Item:	G. Consideration of Approval of ESD 113 RBT Services Contract
Purpose:	
Submitted by:	
Related Material:	ESD113 RBT Services Summary Sheet.pdf ESD113 RBT Services Contract.pdf

Centralia School District 401

Regular School Board Meeting

AGENDA ITEM DETAILS

SUBJECT:
Service agreement between Capital Region ESD 113 and Centralia School District.

BACKGROUND:
Capital Region ESD 113 has a program for students with significant emotional/behavioral disabilities called Olympic Academy/Summit and offer services of Registered Behavior Technicians (RBT).

RATIONALE:
Centralia School District has one student enrolled with Individualized Education Plan (IEP) that requires a more intensive program with individualized support; including RBT services. This type of program/support is not available in the school district and, therefore, we must look outside of the district in order to honor the services required through the IEP.

FISCAL IMPACT:
$335,000 (based on individual tuition rates)

BUDGET SOURCE:
2100- State Special Education

DATA SOURCES:
Individual student evaluation, agreed upon IEP needs, and a review of programs in our area that are appropriate for these students.

SUBMITTED BY:
Tammie Jensen-Tabor

RECOMMENDED ACTION:
Board approval

Contract #	2627-0000121
Title	26-27 Centralia School District RBT Services

ESD 113
Interagency Agreement
Page 1 of 4

Contract for services provided by ESD 113 dated this 15 **day of** June, 2026 **between:**

EDUCATIONAL SERVICE DISTRICT 113
("ESD 113")
6005 Tyee Drive SW · Tumwater, WA 98512
AND
CENTRALIA SCHOOL DISTRICT
("Agency")
PO Box 610 · Centralia, WA 98531-0610

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

I. PURPOSE

The purpose of this Contract is to provide:

Centralia School District with RBT services. The purpose of student-specific behavior technician support is to increase skills in the student and the district staff, as determined by the IEP team. The ESD will provide behavior technician support during the 2026-27 school year.

II. RESPONSIBILITIES OF ESD 113

In accordance with this Contract, ESD 113 shall:

Please see Appendix A

1 II: RESPONSIBILITIES OF ESD 113

III. RESPONSIBILITIES OF AGENCY

In accordance with this Agreement, the Agency shall:

Make student(s) and staff available for training as required. The District also agrees to support the implementation of services by ESD 113 by meeting the following responsibilities:

1. Designated District Staff Collaboration

The District shall designate one (1) District staff member to meet and collaborate with the ESD 113 / Pathfinder Services team for one (1) hour per week.
This collaboration time will be used to:
- Coordinate service delivery;
- Review ongoing progress-monitoring data;
- Discuss student response to interventions; and
- Support alignment between District expectations and ESD 113 service implementation.

2. Access to Special Education Records and Documentation

The District will provide Pathfinder Services staff with appropriate access to the student's special education records and documentation through the District's designated platform (e.g., IEP Online), as necessary to support service delivery, progress monitoring, compliance, and coordination.
Access will include, but is not limited to:
- Current and prior IEPs;
- Evaluation reports and related service documentation; and
- Progress monitoring and compliance records relevant to the student's program.

IV. TERM OF THE CONTRACT

The start date of this Contract is the later of 09/01/2026 or the date that signatures have been obtained from both parties. Contract shall end on 06/30/2027

Contract shall not auto-renew.

V. PAYMENT PROVISIONS

For performance of the work as set forth in the "Responsibility of ESD 113"; the Agency shall pay
$$355,000.00 -- Three hundred fifty-five thousand dollars & 00/100's
This amount is exclusive of sales tax where applicable.

ESD 113 shall submit properly computed invoices to the Agency at the following schedule.

$9,102.56 per week up to 39 weeks for a total commitment not to exceed $355,000.
Please see Appendix B

1 V: Pay Schedule

CONTRACT TERMS

PAYMENTS
The Agency shall submit payment to ESD 113 within 30 days of receiving an invoice. Late payments shall accrue interest at the maximum rate allowed by law.

PROHIBITION AGAINST ASSIGNMENT
Neither this Contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION
ESD 113 shall be the owner of any and all reports, documents, memoranda, plans, specifications, designs, notes, drawings, products, data, information and other materials and results authored, created, developed or made by Agency in connection with the this Contract (the "Results"), together with any and all intellectual property rights in any results ("Related Rights"). To the extent applicable, all Results shall constitute "works made for hire" by or for Agency and ESD 113 shall be the "author" of all Results under applicable copyright laws. To the extent ESD 113 is performing services under this Contract to provide Agency with reports, documents, memoranda, plans, specifications, designs, notes, drawings, products, data, information and other materials and results authored, created, developed or made by ESD 113 ("Licensed Results"), Agency is granted a non-exclusive and perpetual license to use the Licensed Results. Agency shall not market or sell such Licensed Results to any third party.

COPYRIGHT
Each party shall be responsible for the acquisition of any necessary copyright releases or intellectual property rights for materials used by such party in its performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to the ESD 113. Each party shall defend and indemnify the other from any claims or suits alleging infringement of any intellectual property rights as to all such materials.

INDEMNIFICATION
Each party shall indemnify, defend and hold the other and its appointed and elected officers, agents, employees, and volunteers, harmless from and against any and all claims damages for any injuries, death or damage to persons or property (including any loss of use resulting therefrom), directly or indirectly arising out of, resulting from, or in connection with the indemnifying party's negligent or wrongful acts or omissions. The obligation to indemnify, defend, and hold harmless includes any claim by a party's agents, employees, representatives, or any subcontractor or its employees.
Industrial Insurance Waiver. The parties expressly waive immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, or other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction otherwise applicable, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Contract extend to any claim brought by or on behalf of any employee of the indemnifying party. Along with the other provisions of this Contract, this waiver was mutually negotiated by the parties.

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

TERMINATION
This agreement may be terminated by ESD 113 or any designee thereof at any time, with or without reason, upon written notification thereof to the Agency. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered and received by Agency as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein in the absence of proof of actual delivery to and receipt by Agency by mail or other means at an earlier date and/or time.
In the event of termination by ESD 113, Agency shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination, and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the agreement.

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

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

NO THIRD-PARTY BENEFICIARIES
There are no third-party beneficiaries to this Contract, and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto any rights, remedies, or claims of any nature.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY
If federal funds are the basis for this agreement, each party certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

ESD 113
Interagency Agreement
Page 4 of 4

SIGNATURE AUTHORITY
Each party's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the party so identified to the foregoing.

SIGNATURES

In witness whereof, ESD 113 and the Agency certify that they have read, understand, and executed this entire agreement, which includes the attached Contract Terms.

Dr. Flip Herndon Date 06/17/2026
Dr. Flip Herndon [06/17/2026 1:19pm PDT]
ESD 113 Authorized Signer

Lisa Grant Date 06/17/2026
Lisa Grant [06/17/2026 7:52am PDT]
Agency Authorized Signer

I certify that I have downloaded and reviewed all attachments to this Contract.

Original copy to be signed by both parties and returned to ESD 113 prior to the commencement of services.

ESD 113 PROGRAM MANAGER:	Brianne Knighton	**PROGRAM ACCOUNT CODE:**	1254
RESPONSIBLE DEPARTMENT:	Expedition Behavioral Education	**CONTRACT VALUE:**	Over $100K
AGENCY CONTACT NAME:	Tammie Jensen-Tabor	**EMAIL:**	tjensen-tabor@centralia.wednet.edu
AGENCY AUTHORIZED SIGNER:	Lisa Grant	**EMAIL:**	lgrant@centralia.wednet.edu
CONTRACT PREPARED BY:	Carynne Johnson	**EMAIL:**	cjohnson@esd113.org

CONTRACT OFFICE APPROVAL
In accordance with ESD 113 Signature Authorization and Control Procedure 6105-P.

ESD 113 Contracts
Contract Office Approval

Contract #	**2627-0000121**
Title	**26-27 Centralia School District RBT Services**

Appendix A

RESPONSIBILITY OF EDUCATIONAL SERVICE DISTRICT 113 (ESD 113)

Registered Behavior Technician (RBT) Services

ESD 113 shall provide **two (2) Registered Behavior Technician(s) (RBT)** as scheduled **Monday through Friday** to deliver **student-specific behavior support services and interventions** as identified in the student's **Individualized Education Program (IEP)** for the student(s) listed in **Appendix A**.

The intent of RBT services is to:

- Support identified students in increasing skills related to **behavior regulation and replacement behaviors**.
- Coach and support school staff in implementing **behavior management strategies**

All RBT services and behavior support interventions require **prior approval by the Pathfinder team**. All RBTs work under the supervision of a **Pathfinder Board Certified Behavior Analyst (BCBA)** in accordance with BACB standards and requirements.

BCBA Supervision and Clinical Oversight

With **two (2) Registered Behavior Technicians**, ESD 113 will provide a total of **seven (7) hours of BCBA supervision per week**, which is ***included in the cost of RBT services***.

BCBA supervision time may include, but is not limited to:

- Functional and skills-based assessment activities.
- Development and ongoing revision of **Behavior Intervention Plans (BIPs)**;
- Direct supervision, coaching, and evaluation of RBT staff;
- Consultation with school staff and program leadership; and
- Required travel associated with service delivery.

BCBA supervision will meet or exceed the requirement of **no less than 5% of student-facing RBT service hours**, in compliance with BACB standards.

Special Education Case Management Services

ESD 113 will provide three **(3) hours per week of special education case management services** delivered by a **certified special education teacher**

Case management responsibilities include:

- Developing and maintaining a **comprehensive Individualized Education Program (IEP)**;

Contract #	**2627-0000121**
Title	**26-27 Centralia School District RBT Services**

- Informing and aligning the development of the **Behavior Intervention Plan (BIP)** in accordance with **IDEA**;
- Developing instructional programs to be implemented by Registered Behavior Technicians;
- Ongoing communication and collaboration with families;
- Coordination and communication with District staff and administrators; and
- Ensuring alignment between instructional, behavioral, and compliance requirements.

Related Services: Speech-Language Pathology and Occupational Therapy

ESD 113 agrees to provide **in-person Speech-Language Pathology (SLP) and Occupational Therapy (OT) services** for the student, in accordance with the student's IEP.

These services will be provided **weekly** by qualified **ESD 113 staff members**, which includes:

- In-person therapeutic services;
- Case management related to SLP and OT services;
- Assessment activities; and
- Data collection and documentation.

Service Location and Campus-Based Supports

ESD 113 will provide the **physical location** for service delivery. Services will occur at the **Expedition Behavioral Education campus** in a designated **therapeutic space**.

As part of providing services on campus, ESD 113 will:

- Provide the student with access to **breakfast and lunch** during the school day;
- Be responsible for the **purchase and provision of instructional materials** and **behavior intervention materials** necessary to implement the student's IEP and BIP; and
- Provide access to a **licensed nurse practitioner** to support communication with the family regarding the student's health and medical needs.

Contract #	**2627-0000121**
Title	**26-27 Centralia School District RBT Services**

ESD 113
Choose an agreement type
Page **1** of **1**

Appendix B

PAYMENT PROVISIONS CONTINUED

2026-27 Fee Schedule:

Weekly Rate = 9,102.56

Not to exceed $355,000

Name	SSID	Date Enrolled/Withdrawn	School Enrolled at
[redacted]	[redacted]	E 9/1/2026	Centralia SD

School District: Centralia School District

Contact Person: Tammie Jensen-Tabor

Phone #: 360-330-7600

Email Address: tjensen-tabor@centralia.wednet.edu

Coversheet

Consideration of Approval of Olympic Academy Summit Contract

Section:	VII. New Business
Item:	H. Consideration of Approval of Olympic Academy Summit Contract
Purpose:	
Submitted by:	
Related Material:	Olympic Academy.Summit Summary Sheet.pdf Olympic Academy.Summit Contract.pdf

Centralia School District 401

Regular School Board Meeting

AGENDA ITEM DETAILS

SUBJECT:
Service agreement between Capital Region ESD 113 and Centralia School District.

BACKGROUND:
Capital Region ESD 113 has a program for students with significant emotional/behavioral disabilities called Olympic Academy/Summit.

RATIONALE:
Centralia School District has eight students enrolled with Individualized Education Plans (IEPs) that require a program for students with significant behavioral support needs. This type of programming is not available in the school district and, therefore, we must look outside of the district in order to honor the services required through the IEP.

FISCAL IMPACT:
$1,148,000.00 (based on individual tuition rates)

BUDGET SOURCE:
2100- State Special Education

DATA SOURCES:
Individual student evaluations, agreed upon IEP needs, and a review of programs in our area that are appropriate for these students.

SUBMITTED BY:
Tammie Jensen-Tabor

RECOMMENDED ACTION:
Board approval

Contract #	2627-0000124
Title	Centralia School District 26-27 OA Summit Agreement

ESD 113
Interagency Agreement
Page 1 of 5

Contract for services provided by ESD 113 dated this 16 **day of** June, 2026 **between:**

EDUCATIONAL SERVICE DISTRICT 113
("ESD 113")
6005 Tyee Drive SW · Tumwater, WA 98512
AND
CENTRALIA SCHOOL DISTRICT
("District")
PO Box 610 · Centralia, WA 98531-0610

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

I. PURPOSE

The purpose of this Agreement is to provide District enrolled student(s) educational services through Olympic Academy/Summit ("Program"), a program operated by ESD 113 designed to address the academic and behavioral needs of students with severe maladaptive behaviors.

- Program is operated at 151 NE Hampe Way, Chehalis, WA 98532

The goal of Program is to transition every student received back to their home district. This is accomplished through consistent and honest feedback and opportunities to practice positive behaviors in a school environment. The provision of educational, instructional, or specialized services in accordance with this Agreement will improve student learning or achievement.

II. RESPONSIBILITIES OF ESD 113

In accordance with this Contract, ESD 113 shall:

1) Create and oversee operation of Program.
2) Provide academic services and behavioral support to enrolled District students as identified in the students' IEP's.
3) Ensure that Program staff are appropriately trained to work with students enrolled in Program.
4) Review appropriateness of placement for each student admitted to Program within 90 school days of enrollment.
5) Collaborate with the District to maintain compliance in support of the District's Safety Net applications for enrolled students.
6) Invoice the District in accordance with Section VII.
7) Inform District of classes completed per semester along with a report of appropriate additions to students' transcripts.

III. RESPONSIBILITIES OF DISTRICT

In accordance with this Contract, the District shall:

1) Acknowledge that by entering into this Agreement it is causing financial commitments by other parties, and therefore, agrees not to terminate prior to the expiration date without consent of ESD 113 except when such situations are beyond control of the District (e.g. student withdraw).
2) Have full responsibility for the students' evaluation(s), transcript, and participation and attendance in the IEP development and meetings.
3) Complete all state and federal reporting for District students. The District shall report the students on the District's P223 and P223H.
4) Maintain all responsibilities as the resident district, including providing a free appropriate public education (FAPE). Extended school year services and assistive technology devices, as defined by the student's IEP, will be the responsibility of the District. Maintain transcripts of high school students and award diplomas when appropriate.
5) Ensure Program receives all pertinent documents (e.g. IEP, evaluation, vaccination record, testing scores, transcripts, etc.).
6) Provide transportation of students to and from Program and assume full responsibility for all costs associated with such transportation.
7) Pay ESD 113 in accordance with Section VII, the service cost required to support the District's student(s) for annual placement and services within Program. If a student requires more intensive support or staffing beyond the basic Program staffing (e.g. 2:1 assistant support, nursing services, specialty teacher services,

etc.), the additional cost will be negotiated between Program and the District. The additional cost will be described on Appendix A.

IV. GENERAL RESPONSIBILITIES OF THE PARTIES

ESD 113 and the District shall:

1) Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have contact with children in a public school or ESD 113 facility. No party/person who has plead guilty to, or been convicted of, a crime specified in RCW 28A.400.322 or WAC 170-06-0120 will be allowed to do work under this Agreement if they may have contact with children in a public school or ESD 113 facility. Failure to comply with this provision is grounds for immediate termination.
2) Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the Parties' boards of directors. ESD 113 or Program operating policies will override home district policies when appropriate. If ESD 113 or Program does not have a policy guiding action in a situation, administration will default to home district policy if it is available.
3) Obtain and maintain general liability coverage, including contractual liability coverage, and automobile coverage in an amount not less than $1,000,000 per occurrence. The Parties shall, upon request, provide each other suitable evidence of coverage required.
4) Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
5) Maintain books, records, documents, data and other materials compiled and related to the performance of obligations under this Agreement for the time period required under law or any applicable grant agreement. Both Parties agree to provide access to and copies of any such books, records, documents, data or other materials to the other party upon request.
6) Take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.

V. TERM OF THE CONTRACT

The term of the Agreement is one school year, from **SEPTEMBER 1, 2026,** through **JUNE 30, 2027**. Nonrenewal notification is due to ESD 113 by May 1, 2027.

1) **Renewal Term.** This Agreement shall automatically be renewed for an additional one-year term ("Renewal Term") unless either party to the Agreement notifies the other party in writing prior to May 1st that it is not renewing the Agreement. The party that fails to provide written notice before May 1st shall be required to pay damages in accordance with Section VI. Changes to services ESD 113 is obligated to provide or fees the District is obligated to pay shall be addressed as Amendments to this Agreement.

2) **Agreement Termination.** This Agreement may be terminated by mutual agreement of the Parties. Pursuant to Section II (4) of this Agreement, this Agreement may be terminated by ESD 113 with 30 calendar days written notice. When termination is initiated by ESD 113, ESD 113 shall work with the District to facilitate an orderly transition of the student back to the District or to another school district or non-public agency school, and will adjust any billing to the District to reflect prorated attendance by the student at issue.

3) **Damages Paid by the District for Services Provided by Certificated Employees.** If the District fails to notify ESD 113 that it is terminating this Agreement prior to the Renewal Term of May 1st and the Agreement is for services provided by ESD 113 employees who have a certificated contract with ESD 113, there will be material adverse financial consequences to ESD 113. The adverse financial consequences, or damages, will likely exceed the fee the District would have paid for the Renewal Term. If the District terminates the Agreement without giving notice prior to May 1st and ESD 113 has employed certificated staff to provide services under the Agreement, the District agrees to pay ESD 113 the amount owed for the Renewal Term as damages. The damages the District is agreeing to pay represent a reasonable reflection and estimate of the damages ESD 113 shall incur.

4) **Damages Paid by the District for Services Provided by Non-Certificated Employees.** If the District fails to notify ESD 113 that it is terminating this Agreement prior to the Renewal Term of May 1st and the Agreement is for services that are provided by ESD 113 employees who do not have a certificated contract with ESD 113, the damages ESD 113 shall incur may be less than the fee the District would have paid to receive the services for the Renewal Term. In that case, the District shall pay ESD 113 for damages ESD 113 incurs as a direct or indirect result of not being notified by May 1st that the District is terminating the Agreement.

5) **Damages Paid by ESD 113.** If ESD 113 fails to notify the District that it is terminating this Agreement prior to the Renewal Term of May 1st, ESD 113 shall pay the District the costs the District incurs up to 30 days to obtain the services ESD 113 was obligated to provide from a third party, but only to the extent the costs exceed what the District would have paid ESD 113 and the fees the District is paying the third party must be based on reasonable market rates.

6) **Payment.** The damages that are owed under this section shall be paid in full within thirty (30) days of receipt of an invoice. This requirement shall survive termination of the Agreement.

VI. PAYMENT PROVISIONS

1) For satisfactory performance of the work as set forth in the Section II (Responsibilities of ESD 113), District agrees to pay ESD 113 the amount indicated in Appendix A. The District or its designee shall determine whether services are satisfactory, provided that such determination shall be made within a reasonable time and shall not be unreasonably withheld.
2) ESD 113 shall invoice the District monthly, September through June. Invoices shall be paid within thirty (30) days of receipt. Interim payments during the contract are allowed. Any payment date shall be considered extended as necessary to process and deliver a warrant, provided such extension shall not exceed thirty (30) days following receipt of an appropriate invoice. Late payments shall accrue interest at the maximum rate allowed by law.
3) Monthly fees will be prorated for a student's enrollment month only, where enrollment occurs after the first attendance day of that month. The full rate for services through the end of the term will be paid without proration (**equal monthly invoice amounts September through June**). The prorated fees for the starting month shall be calculated based on the number of days of student attendance divided by eighteen (18), the average attendance days in a month, multiplied by the appropriate services rate.
4) All personal property and assets acquired or received in connection with the obligations under this Agreement, including but not limited to equipment, materials, supplies and funds, shall be owned and retained by ESD 113, both during the term of this Agreement and after the Agreement is terminated, partially or completely. Real property shall not be acquired.

VII. SUSPENSION AND DEBARMENT

Per the requirements of Executive Order 12549, ESD 113 and the District certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: http://www.sam.gov) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ESD 113 and the District shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.

VIII. INDEMNIFICATION

Both Parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents, and employees harmless from any and all claims, actions, liens, suits, proceedings, losses, liabilities, costs, expenses, and obligations, including reasonable attorneys' fees, that are caused by the indemnifying party's, or the indemnifying party's directors', officers', agents', or employees' negligent or malicious acts or omissions.

IX. DISPUTES

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

X. VERBAL AGREEMENTS

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

EXPEDITION
BEHAVIORAL EDUCATION | ESD 113

XI. APPLICABLE LAW

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

XII. SIGNATURES

Each party's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the party so identified to the foregoing agreement.

SIGNATURES

In witness whereof, ESD 113 and the District certify that they have read, understand, and executed this entire agreement, which includes the attached Contract Terms.

Dr. Flip Herndon Date 06/25/2026
Dr. Flip Herndon [06/25/2026 10:49am PDT]
ESD 113 Authorized Signer

Lisa Grant Date 06/24/2026
Lisa Grant [06/24/2026 4:04pm PDT]
Agency Authorized Signer

I certify that I have downloaded and reviewed all attachments to this Contract.

Original copy to be signed by both parties and returned to ESD 113 prior to the commencement of services.

ESD 113 PROGRAM MANAGER:	Brianne Knighton	**PROGRAM ACCOUNT CODE:**	**1250/1251**
RESPONSIBLE DEPARTMENT:	**Expedition Behavioral Education**	**CONTRACT VALUE:**	Over $100K
DISTRICT CONTACT NAME:	TAMMIE JENSEN-TABOR	**EMAIL:**	tjensen-tabor@centralia.wednet.edu
DISTRICT AUTHORIZED SIGNER:	DR. LISA GRANT, SUPERINTENDENT	**EMAIL:**	LGRANT@CENTRALIA.WEDNET.EDU
CONTRACT PREPARED BY:	CARYNNE JOHNSON	**EMAIL:**	CJOHNSON@ESD113.ORG

CONTRACT OFFICE APPROVAL
In accordance with ESD 113 Signature Authorization and Control Procedure 6105-P.

ESD 113 Contracts
Contract Office Approval

EXPEDITION
BEHAVIORAL EDUCATION | ESD 113

Appendix A
2026-2027 Interlocal Agreement
Student Tuition and Fees for Services

<u>2026-27 Fee Schedule:</u> **10 months of service (September through June) / Monthly rate**
Based upon student enrollment/disenrollment

Olympic Academy (OA) = $135,000 annually per student / $13,500 monthly per student
Summit (S) = $169,000 annually per student / $16,900 monthly per student

Student(s)

Name	Gr.	SSID	Enroll Date / Withdraw Date	Level	Annual Tuition	Monthly Tuition
[redacted]	10	[redacted]	9/1/2026	OA	135,000.00	13,500.00
[redacted]	7	[redacted]	9/1/2026	OA	135,000.00	13,500.00
[redacted]	2	[redacted]	9/1/2026	OA	135,000.00	13,500.00
[redacted]	11	[redacted]	9/1/2026	OA	135,000.00	13,500.00
[redacted]	4	[redacted]	9/1/2026	OA	135,000.00	13,500.00
[redacted]	7	[redacted]	9/1/2026	OA	135,000.00	13,500.00
[redacted]	12	[redacted]	9/1/2026	Summit	169,000.00	16,900.00
[redacted]	11	[redacted]	9/1/2026	Summit	169,000.00	16,900.00
					1,148,000.00	114,800.00

Total Annual Tuition for District as of 09/01/2026 : $1,148,000.00

Monthly Tuition for District beginning 09/01/2026 : $114,800.00

School District: Centralia School District
Contact Person: Tammie Jensen-Tabor
Phone # 360-330-7600
Email Address: tjensen-tabor@centralia.wednet.edu

Coversheet

Consideration of Approval of Soliant Contract

Section:	VII. New Business
Item:	I. Consideration of Approval of Soliant Contract
Purpose:	
Submitted by:	
Related Material:	Soliant Summary Sheet.pdf Soliant Contract.pdf

Centralia School District 401

Regular School Board Meeting

AGENDA ITEM DETAILS

SUBJECT:
Contract for services between Soliant Health, LLC and Centralia School District.

BACKGROUND:
Soliant Health, LLC is a contracting agency which provides staff to school districts when a qualified candidate is not able to be directly hired.

RATIONALE:
Centralia School District was unable to find a direct hire therefore Soliant Health, LLC, as one of several staff agencies, found a qualified and suitable candidate for the position of Speech Language Pathologist.

FISCAL IMPACT:
$149,000 (based on anticipated hours and number of current students)

BUDGET SOURCE:
2100- State Special Education

DATA SOURCES:
Individual student evaluations and agreed upon IEP needs.

SUBMITTED BY:
Tammie Jensen-Tabor

RECOMMENDED ACTION:
Board approval

CLIENT SERVICES AGREEMENT
Education Division

Soliant Health, LLC (the "Company"), and **Centralia School District** whose primary location is 2320 Borst Ave, Centralia, WA 98531 (the "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Company's employees (the "Consultant" or "Consultants") with Client. This Agreement will govern the overall terms of the relationship, while separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics such as bill rates, personnel, assigned discipline, and assignment lengths.

1. **Scope of Services.**
The Company, a staffing agency in the business of providing supplemental staffing, recruiting, and candidate referral services, will use commercially reasonable efforts to identify, screen, refer, and provide Consultants to Client on a temporary basis or, if requested by Client, for direct hire. The parties agree that Company cannot and does not guarantee the results, performance, or continued availability of any Consultant. Client represents and warrants that it currently holds, and will maintain throughout the term of this Agreement, all licenses, permits, accreditations, and other requirements necessary to operate its business and to properly supervise and utilize the Consultants in the positions assigned. If a Consultant is unable or unwilling to complete the specified temporary assignment, Company will use commercially reasonable efforts to identify a replacement in a timely manner.

2. **Independent Contractor.**
The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a subcontractor arise, the Company will notify Client in advance of the assignment to receive approval.

3. **Term of Agreement.**
This Agreement begins on the date of the latest signature below ("Effective Date") and remains in effect for a period of one (1) year unless terminated earlier in accordance with the provisions of this Agreement. Following the initial term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except for any provisions that expressly or by their nature survive termination.

4. **Telepractice Services.**
Company, at Client's request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision's telepractice services.

5. **Insurance.**
Company will maintain at least the following minimum amounts of insurance:
   General Liability - $2,000,000 per occurrence and $4,000,000 aggregate.
   Workers Compensation - in accordance with state regulations.
   Employer's Liability - $1,000,000.
   Excess Liability over General Liability and Employer's Liability - $5,000,000 per occurrence and $5,000,000 aggregate.
   Professional Liability - $1,000,000 per occurrence and $3,000,000 aggregate.
   Sexual Abuse and Molestation - $1,000,000 per claim and $3,000,000 aggregate.

6. **Competency and Licensing.**
Company will make reasonable efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within three (3) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

7. **Credentialing and Onboarding.**
Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. Client agrees to indemnify, defend, and hold harmless Company from all liabilities, losses, damages, costs, and expenses arising due to Consultant's performance of services during such period and agrees that in no instance is Company liable to Client for its decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

8. **On-Site Responsibility.**
Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all necessary support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not allow Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not allow Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be immediately reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.

9. **Administrative Responsibilities**.
Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing within three (3) business days of Client's knowledge of the alleged failure. Failure to timely notify Company or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client agrees to indemnify Company for any payments or other expenses incurred by Company relating to Client's failure to properly administer any legally required meal or rest breaks. Client will immediately notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

10. **Workplace Conditions and Reporting of Work-Related Injuries.**
Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurrences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

CLIENT SERVICES AGREEMENT
Education Division

11. Employment of Consultants.
Should Client wish to engage in a contingency search agreement for specific disciplines to help fulfil required staffing levels, the parties will work together to develop a separate agreement outlining the scope of such requested search.

12. Equal Opportunity and Workplace Harassment.
Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation, and will immediately report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites. Client will indemnify Company for all losses, liabilities, or damages associated with defending any charge, complaint, claim, cause of action or suit by any governmental or administrative agency and/or any Consultant or anyone acting on Consultant's behalf, arising in whole or in part due of Client or Client's employees or agents..

13. Timekeeping and Invoicing.
Client will ensure that Consultants accurately record the start and stop times for all hours worked in accordance with Client's policies and that Consultants utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Client must notify Company in writing if pre-approval is required for overtime hours prior to any such hours being worked. Client attests that only Client employees with appropriate knowledge and authority will review and approve invoices and will notify Company of any errors within fifteen (15) days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within fifteen (15) days, disputes will not be accepted, and the invoice will be due and payable in full.

14. Payment Terms, Default Charges, and Minimum Wage Increases.
Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within fifteen (15) days of receipt of invoice.**

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

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) days written notice to Client prior to any such change taking effect.

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

16. Incident and Error Tracking.
Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of Client's knowledge of the occurrence.

17. Termination of Assignment With Cause.
Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and

terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client agrees that Company may proportionately increase the bill rate to put Company in the same position as it was before the termination.

18. Termination of Agreement and Termination of Assignment Without Cause.
Client may terminate an assignment or this Agreement upon thirty (30) days written notice. Client is responsible for all charges and fees prior to notice date and through the 30-day period of notice. If Client is unable to or does not provide thirty (30) days written notice, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

19. Minimum Hours.
Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

20. Force Majeure and Unscheduled Facility Closure Policy.
Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services, however Client may not decline virtual services of a Consultant if the same services are provided virtually by Client employee(s). For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of $200 per day for each workday that the affected Consultant is unable to work due to an Unscheduled Closure.

21. Multiple Locations.
If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate.

22. Issue Resolution.
In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager.

23. Indemnification.
To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

24. Confidentiality.

Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements, and terms and conditions of this Agreement.** It is agreed that neither party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement.

Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore, such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

25. Family Education Rights and Privacy Act, Data Protection, and Cybersecurity.

Where applicable, Company will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If necessary, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

26. State Retirement System Notice.

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

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

28. Client Funding.
The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

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

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

Soliant Health LLC	***To Client***
Contract Department 5550 Peachtree Parkway Suite 500 Peachtree Corners, GA 30092 ContractNotices@soliant.com	Attention: Centralia School District Address: 2320 Borst Ave, Centralia, WA 98531

31. Governing Law.
This Agreement shall be governed by and construed in accordance with the laws of the State where the services are provided, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State in which services were performed.

32. Electronic Signatures, Counterparts, and Authority.
This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to

CLIENT SERVICES AGREEMENT
Education Division

Soliant®

bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

33. Severability and Waiver.
If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

34. Suspension and Debarment.
In accordance with Federal Executive Order (E.O.) 12549 "Debarment and Suspension" Company certifies that Company and its principals are not debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded by any Federal department or agency doing business with the Federal Government.

35. Entire Agreement.
This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the the subject matter herein. The parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

CLIENT ID – CLIENT NAME

131824 - Centralia School District	**Soliant Health, LLC**
	Victoria Wood
Tammie Jensen-Tabor	**Victoria Wood**
Director	Division Director
May 07, 2026 22:27 UTC	May 11, 2026 13:19 UTC
IP: 169.204.99.36	IP: 38.104.182.226

Version February.2026

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CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC ("Soliant" or "the Company") and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant for hours worked by Consultant according to the terms outlined in this confirmation.

ASSIGNMENT DETAILS

CLIENT NAME: Centralia School District

Consultant: Mia Von Gillern   Position: SLP

Assignment Start Date: 09/01/2026   Assignment End Date: 06/15/2027

Bill Rate per hour: $105.00   Overtime Bill Rate per hour: $157.50

Minimum Hours: 37.5

Miscellaneous: -

It is the Client's responsibility to notify their Account Representative if a Teaching Certification will be required for this position.

Please note: Sales tax will be added to professional fees if required by state law and Client is not a tax-exempt entity.

If Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Option of virtual services will be offered by Soliant in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

-

-

Account Representative Contact Information: Allie Niemann
allie.niemann@soliant.com
678-710-7720

By: 131824 - Centralia School District

Print Name: ___________

Title: ________________________

Date: ________________________________

Soliant Health ®
Telephone 800-849-5502 Fax 866-360-5105 www.soliant.com
Addendum A Rev 03/2022

****Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.***

Coversheet

Consideration of Approval of Sounds of Success Contract

Section:	VII. New Business
Item:	J. Consideration of Approval of Sounds of Success Contract
Purpose:	
Submitted by:	
Related Material:	Sounds of Success Summary Sheet.pdf Sounds of Success Contract.pdf

Centralia School District 401

Regular School Board Meeting

AGENDA ITEM DETAILS

SUBJECT:
Contract for services between Sounds of Success, LLC and Centralia School District.

BACKGROUND:
Sounds of Success, LLC is a contracting agency which provides staff to school districts when a qualified candidate is not able to be directly hired.

RATIONALE:
Centralia School District was unable to find a direct hire therefore Sounds of Success, LLC, as one of several staff agencies, found a qualified and suitable candidate for the position of Speech Language Pathologist.

FISCAL IMPACT:
$158,000 (based on anticipated hours and number of current students)

BUDGET SOURCE:
2100- State Special Education

DATA SOURCES:
Individual student evaluations and agreed upon IEP needs.

SUBMITTED BY:
Tammie Jensen-Tabor

RECOMMENDED ACTION:
Board approval

Sounds of Success, LLC
(541) 228-7600
admin@sucesswithsos.com

STAFFING SERVICE AGREEMENT

This Staffing Service Agreement ("Agreement") is entered into as of the 04/30/2026 ("Effective Date") by and between Sounds of Success, LLC ("Contractor"), and Centralia School District ("District") located at 2320 Borst Ave, Centralia, WA 98531.

WHEREAS, the District has students requiring the services of a speech-language pathologist or an occupational therapist (hereafter collectively referred to as "Therapist(s)") as part of its overall special education programs; and

WHEREAS, the Contractor desires to contract with the District to offer such services to the District;

THEREFORE, in consideration of the above premises, which are hereby incorporated, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to the following terms and conditions.

1. Request for Special Education Therapist

A. Contractor will use its best efforts to supply the District with a qualified Therapist as requested by the District. Contractor will confirm placement of a Therapist with written and signed Therapist Assignment Confirmation Agreements, which will be incorporated as addendums to this Agreement (one form per assigned Therapist).
B. While Contractor strives to fulfill all service requests, there is no guarantee that a particular request will be fulfilled. Additionally, there is no guarantee that a Therapist, once assigned to a District, will be able to complete the assignment. If a Therapist is unable to complete an assignment for any reason, Contractor will make reasonable efforts to find a replacement as soon as possible.
C. If the District is dissatisfied with the services of a particular Therapist, the District's remedy is to notify Contractor of its concerns. If the issue cannot be resolved within a reasonable timeframe, Contractor will provide a replacement Therapist, if available.
D. Neither the District nor Contractor shall assign, subcontract, or transfer any services outlined in this Agreement without the prior written consent of the other party.

2. Term and Termination

This Agreement is effective from the date signed until the last day of the 2026-2027 school year, unless modified by a signed Addendum or terminated by either party. Any changes to this Agreement must be in writing and signed by both parties. Either party may terminate the Agreement with thirty (30) calendar days' written notice. The Agreement may also be terminated immediately if the Contractor reasonably determines that the assigned Therapist's professional license or code of ethics has been compromised.

3. Scope of Therapist(s) Services

Professional services rendered by the Therapist(s) include the following:

A. Develop and implement Individualized Education Plans (IEPs) and Individualized Family Service Plans (IFSPs) for children who qualify for the services of a speech-language pathologist or occupational therapist, in accordance with the Washington State Department of Education. This may include direct individual or group therapy, parent coaching, consulting, and/or monitoring of progress. Service delivery may be provided in person or virtually.
B. Conduct in-person or virtual screenings and evaluations of students to assess eligibility for special education services. After completing assessments, prepare detailed evaluation reports and schedule and facilitate eligibility meetings, as well as IEP/IFSP meetings with parents and staff. Collaboratively develop customized plans to support each student's educational needs and goals.
C. Confer with appropriate personnel and team members regarding student services and needs.
D. Make recommendations regarding service delivery and student needs to the IEP/IFSP team for team consensus.
E. Attend meetings such as IEP and/or IFSP meetings and conferences, either virtually or in person, as required and when notified that their attendance is needed.
F. Prepare and maintain appropriate professional records and reports for all students under the Therapist's care, which may include developing IEPs and/or IFSPs, progress reports, notes, and data on students.
G. Provide consultation to classroom staff regarding the needs and programs of the students. Supervise support personnel, such as speech-language pathology assistants (SLPAs) or occupational therapy assistants (COTAs).
H. Case management of students.

4. Obligations of Contractor

A. Contractor shall ensure that services are delivered by the Therapist in accordance with Section 3.
B. In the event of teletherapy services, Contractor shall supply the necessary assessment and screening materials to support the Therapist in their role, unless otherwise directed or preferred by the District.
C. Contractor shall verify that any Therapist providing services under this Agreement holds the appropriate licensure required by law to perform such services and has completed the background check(s) necessary to obtain and maintain such licensure.

D. Contractor shall collect and maintain all required tax forms and employment eligibility documents from the Therapist, including but not limited to the W-9 (Request for Taxpayer Identification Number and Certification) and I-9 (Employment Eligibility Verification) forms. The Contractor agrees to make these documents available to the District upon written request, subject to any applicable privacy laws and regulations.
E. Contractor conducts a limited background check which includes verifying the Therapist's references by posing questions related to skills and work history. Contractor does not conduct additional verifications, such as drug screening, medical examinations, or credit checks. If District requires additional compliance measures, a written request with clear instructions must be provided at the time of requesting services. Contractor is not liable for any losses, damages, liabilities, costs, or expenses—including attorneys' fees—arising directly or indirectly from the absence of additional compliance verification, except where Contractor has explicitly agreed in writing to obtain such verification.
F. Contractor and any Therapists performing services under this Agreement shall comply with all applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA). The Contractor shall ensure that all Therapists are informed of and adhere to these privacy requirements, maintaining the confidentiality of student records and other sensitive information.

5. Obligations of District

A. Payment to Contractor in accordance with the hourly rate for therapy services provided by the Therapist, as specified in the corresponding Therapist Assignment Confirmation Agreement.
B. Access to a FERPA-compliant email and any other necessary accounts required for the Therapist to effectively deliver services.
C. Informed teletherapy consent forms for the Therapist prior to the start of direct therapy services.
D. A quiet space for students to participate in individual and group therapy sessions and a safe environment free from known hazards, with access to restroom facilities and parking within a reasonable distance.
E. Orientation on District procedures and policies, including but not limited to: building orientation, documentation, reporting of time, and district-specific therapy tools.
F. Teletherapy consent forms or approval of Contractor-provided teletherapy consent forms.
G. Therapist will be provided an assigned computer for accessing the Intranet system for documentation only if they are providing in-person therapy. If the therapist is providing teletherapy only, they are responsible for providing their own computer.
H. In the event of teletherapy services, District shall provide a facilitator or para-facilitator to assist students in connecting to and engaging in teletherapy sessions, ensuring the students are properly set up and supported during virtual sessions.

6. Rates

A. District shall compensate Contractor at the hourly rate for therapy services provided by Therapist, as specified in the Therapist's Assignment Confirmation Agreement, which will be incorporated as an addendum to this Agreement (one form per assigned Therapist). This hourly rate will align with the Rate Schedule included as an addendum to this Agreement.
B. Services will be billed in 30-minute increments. The hourly rate applies for every hour (or part of an hour) that the therapist is on-site or available to work, regardless of whether the student is present.
C. District Student Calendar will be followed. Days when students are not in session are considered non-work and non-paid, unless otherwise agreed in writing or designated as conference, training, or professional development days.

7. Billing

A. Contractor will submit invoices to a designated contact from the District for hours worked, based on approved time cards (billing invoices) completed by Therapists.
B. Contractor will include on invoices any purchase order or vendor identification number as stipulated by the District.
C. Payment is due 30 days from the date of invoice (NET 30). In the event of a breach of the payment terms, Contractor reserves the right to pause services until payment is received.
D. Failure to pay will result in District being responsible for all collection costs, including, but not limited to, attorney's fees and costs. District acknowledges that its responsibility to pay Contractor for Therapists provided under this Agreement is separate and distinct from its ability to collect payment for such Therapist's services from patients, Medicare, Medicaid, and/or any other insurance program or responsible party.

8. Therapist(s)

A. Contractor may engage one or more licensed Therapist(s) to perform the services described in this Agreement. Therapist(s) will provide only those services specified herein, unless otherwise agreed to in writing by both the Contractor and the District.
B. Any Therapist(s) engaged by the Contractor shall at all times be considered the independent contractor(s) or subcontractor(s) of the Contractor. The District shall have no employment relationship with, nor shall it exercise control over, the Therapist(s).
C. Nothing in this Agreement shall be construed to create any employment, agency, partnership, or joint venture relationship between the District and any Therapist(s) utilized by the Contractor.

9. Conversion & Replacement Terms

A. If District, after evaluating the performance and potential of a Therapist assigned by

Contractor, desires to engage the Therapist directly, District must notify Contractor in writing at least 15 days prior to extending an offer. District must also confirm in writing when an offer (verbal or written) has been made and when Therapist accepts the offer.

B. Should District wish to engage Contractor as a recruitment service for direct placement of a Therapist for a long-term or permanent assignment, a Contingency Direct Hire Fee equal to 30% of the Therapist's projected first-year earnings (based on the agreed-upon hourly rate and estimated hours listed on the Therapist's Assignment Confirmation Agreement) will be payable to Contractor. Payment is due in full within 30 days of invoice.

C. Once the District contracts directly with a Therapist formerly assigned by Contractor, the Therapist immediately ceases to be associated with Contractor. Contractor will no longer be responsible for the Therapist's actions, tax obligations, insurance, or any other legal or financial matters related to their engagement with the District.

D. If a Therapist placed through Contractor voluntarily terminates their contract or is released for cause within 60 days of the start date, Contractor will make reasonable efforts to provide a one-time replacement at no additional cost. However, replacement is not guaranteed and is subject to Therapist availability.

10. Insurance

A. Contractor shall ensure that all Therapists, whether employed or engaged as independent contractors, maintain professional liability insurance. Therapists classified as independent contractors are solely responsible for all applicable tax withholdings, including Social Security and income taxes. Therapists classified as employees shall have such withholdings managed by the Contractor. The District shall not be responsible for workers' compensation insurance, unemployment insurance, or contributions to any teachers' retirement system.

B. Contractor shall procure and maintain, at its own expense, the following insurance coverages, and shall provide Certificates of Insurance evidencing such coverage upon written request by the District:

- Professional Liability Insurance: A minimum of $1,000,000 per occurrence and $3,000,000 aggregate.
- Commercial General Liability Insurance: Written on an occurrence basis with limits of no less than $1,000,000 per occurrence and $2,000,000 aggregate for personal injury, bodily injury, and property damage; only in the event that in-person services are provided.

In the case that only virtual Therapists are provided by the Contractor, the requirement for Commercial General Liability Insurance shall be waived; however, Professional Liability Insurance shall remain mandatory.

11. Suspension and Debarment

In accordance with Federal Executive Order 12549, Debarment and Suspension, Contractor certifies that Sounds of Success, LLC and its principals, including any Therapist(s) placed under this Agreement, are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in federally funded programs.

By signing this Agreement, Contractor certifies that neither the organization nor any of its principals, employees, or subcontracted Therapist(s) assigned to provide services to District are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction. Contractor further agrees to notify District immediately if it or any of its subcontracted Therapist(s) become subject to such debarment or suspension during the term of this Agreement.

12. Regulatory Compliance & Confidentiality

A. Contractor will comply with all Federal, State, and Local laws and regulations concerning Individuals with Disabilities Education Act (IDEA) and maintenance of the confidentiality of student records. This includes, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). In accordance with FERPA, Contractor may maintain and use Student Education Records to perform the Services under this Agreement. Additionally, if Contractor is provided access to students' educational records, Contractor shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended. Contractor reserves the right to retain any Student Education Records for the length of time necessary to meet Contractor's contractual and legal commitments.

B. Contractor and any relevant Therapist(s) will submit any required employment and tax forms to be kept on file at the District office.

C. Contractor/District Information. The Parties acknowledge and agree that, by virtue of entering into this Agreement and performing obligations hereunder, each Party may have access to certain non-public, confidential, and proprietary information of the other Party, which constitutes valuable, special, and unique property of the disclosing Party. Each Party agrees that it, and its officers, directors, employees, agents, subcontractors, and independent contractors (collectively, “Representatives”), shall not, either during the term of this Agreement or at any time thereafter, disclose, use, copy, reproduce, or permit to be disclosed, used, copied, or reproduced, any such confidential information, except as necessary to perform its obligations under this Agreement and only with the prior written consent of the disclosing Party. Such confidential information shall include, without limitation, information relating to students, costs, pricing, treatment methodologies, service delivery models, or any other data, documentation, or materials developed, used, or obtained by the disclosing Party in the course of performing services under this Agreement and not generally available to the public.

D. The obligations set forth in this Section shall survive the termination of this Agreement.

13. Modification and Waiver

No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless contained in writing, specifically referring to this Agreement, and signed by the parties hereto. The failure by a party at any time to enforce any of the provisions of this Agreement or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof or the right of such party thereafter to enforce every provision in accordance with the terms of this Agreement.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. The Agreement supersedes all other agreements and or contracts in place between Contractor and District.

15. Construction and Severability

Section headings are included herein solely for convenience of reference and shall not be construed as part of any section or to modify the contents thereof. If any provision of this Agreement is illegal or unenforceable, that provision is severed from the Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

16. Governing Law, Jurisdiction

A. Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Washington and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

B. If there is a dispute between the parties that requires litigation the parties will attempt to settle their dispute through formal mediation. The parties shall schedule the mediation with a board-certified mediator within 30 days of the dispute arising. If the parties do not settle the matter through mediation, the parties, in lieu of mediation, shall submit their dispute to a mediator who shall mediate the dispute pursuant to the rules of the American Arbitration Association. After the decision of the arbitrator is rendered, the arbitration decision shall be submitted to a local court pursuant to section 16 of this Agreement. The prevailing party in any dispute as a result of arbitration shall be entitled to the reasonable attorneys' fees and costs by the other party. The attorney fees award shall be determined by the arbitrator and not the court. This provision applies at the trial level and at the appellate.

17. Interpretation

Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against one party, whether under any rules of construction or otherwise. On the contrary, this Agreement has been negotiated by and between the parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

To evidence the Parties' agreement to this Agreement, Centralia School District accepts the terms set forth herein, effective immediately upon execution. Both Parties acknowledge and agree that electronic signatures shall be considered legally binding and have the same force and effect as handwritten signatures for all purposes under this Agreement, as of the date indicated below by each Party's signature.

Sounds of Success, LLC (Contractor)	**Centralia School District** (District)
PRINTED NAME: Juliana Rosenhave	PRINTED NAME: Tammie Jensen-Tabor
TITLE: Co-Founder/ Business Manager	TITLE: Executive Director of Spec Serv
DATE: 04/30/2026	DATE:
SIGNATURE: Juliana Rosenhave	SIGNATURE:

Sounds of Success
EDUCATIONAL STAFFING

Sounds of Success, LLC
(541) 228-7600
admin@sucesswithsos.com

ADDENDUM A

RATE SCHEDULE FOR 2026-2027 SCHOOL YEAR (WASHINGTON STATE)

Rates are determined based on the fair market value of professional services, the cost of living in the surrounding area, the therapist's level of experience, the languages they speak, the service delivery model, and administrative expenses. The rates cover:

- Direct therapy services provided by therapists
- Comprehensive liability insurance coverage
- Payroll processing and applicable taxes
- Efficient onboarding and orientation procedures
- Ongoing school and therapist support, including training, mentorship, and resources
- Teletherapy platform access and virtual assessment tools
- Activity boxes for facilitators to enhance engagement
- A secure platform for obtaining teletherapy consent signatures
- HR administration, recruitment, and targeted marketing efforts

Rate	Discipline
$104- $112	Speech-Language Pathologist
$106- $117	Occupational Therapist

Additional hours require approval from District Department Director. Work beyond 40 hours in one week is considered overtime and will be billed at time and one half (1.5x) hourly rate.

Sounds of Success
EDUCATIONAL STAFFING

Sounds of Success, LLC
(541) 228-7600
admin@sucesswithsos.com

ADDENDUM B

THERAPIST ASSIGNMENT CONFIRMATION AGREEMENT

This Therapist Assignment Confirmation Agreement is entered into on 04/30/2026 by and between Sounds of Success, LLC (Contractor) and Centralia School District (District) collectively referred to herein as "the Parties." The Parties agree to the below:

Therapist Name:	**Elise Rosenhave**
Discipline:	Speech-Language Pathologist
Languages Spoken:	English and Spanish
Assignment Start Date:	Commencing September 1, 2026, or earlier at Therapist's discretion through participation in preparatory professional development days or district training.
Assignment End Date:	Concluding at the end of the 2026–2027 school year.
Weekly Hours:	This arrangement equates to 1.0 Full-Time Equivalent (FTE) based on a 37.5-hour workweek standard. 37.50 hours per week/ Monday to Friday with a 30-minute unpaid lunch break. Up to 40 hours in a specific week may be worked only if approved ahead of time by District Department Director.
Bill Rate:	$111
# of Sites Served:	1-3
Caseload:	The Therapist's maximum caseload of students receiving direct therapy services shall not exceed 60 students if serving two sites or 55 if serving three sites. Should the Therapist's caseload approach or exceed the limits established, Contractor is responsible for promptly notifying the District in writing to explore alternative solutions, such as reassigning students or adjusting services to comply with the agreed-upon caseload cap.

Sounds of Success, LLC (Contractor)

PRINTED NAME: Juliana Rosenhave

TITLE: Co-Founder/ Business Manager

DATE: 05/01/2026

SIGNATURE:

Centralia School District (District)

PRINTED NAME: Tammie Jensen-Tabor

TITLE: Executive Director of Spec Serv

DATE:

SIGNATURE:

Coversheet

Consideration of Approval of CTE Surplus Request

Section:	VII. New Business
Item:	K. Consideration of Approval of CTE Surplus Request
Purpose:	
Submitted by:	
Related Material:	CTE Surplus Request.pdf

CENTRALIA SCHOOL DISTRICT

Prioritizing Students · Upholding High Expectations · Championing Hope · Cultivating Collaboration

Dr. Lisa Grant
Superintendent

Tammie Jensen-Tabor
Executive Director of
Special Services

Joe Vetter
Executive Director of
Fiscal Services

Dr. Jeff Broome
Executive Director of
Teaching & Learning

Samantha Mitchell
Executive Director of
Human Resources

07/01/2026

Attn: Lisa Grant, Superintendent

From: Carissa Folgner, CTE Director

The Career & Technical Education Department recommends that the following items be marked for surplus:

- 12 Kenmore ranges
    - 6 @ CMS
    - 6 @ CHS

Thank you,

Carissa Folgner
CTE Director

Administration Office
P.O. Box 610
Centralia
WA 98531-0610

Tel: 360-330-7600
Fax: 360-807-2888
www.centraliaschooldistrict.org

Our Vision: All Students Achieve Academic and Personal Excellence

Coversheet

Consideration of Approval of Security Camera Replacements

Section:	VII. New Business
Item:	L. Consideration of Approval of Security Camera Replacements
Purpose:	
Submitted by:	
Related Material:	Summary Sheet Security Camera Repairs.pdf

Centralia School District 401

Regular School Board Meeting

AGENDA ITEM DETAILS

SUBJECT: Security camera and access repairs ________

BACKGROUND:

Security camera replacement is needed at Fords Prairie Elementary, Jefferson Lincoln Elementary, and Centralia High School. Fords Prairie and Jefferson Lincoln have lost camera coverage throughout their buildings and require Full camera replacements Not the full systems just the cameras. Centralia High School requires replacement of the cameras covering one complete corridor.

Oakview Elementary also has a critical access-control issue at its main entrance. When any access card is swiped, all entrance doors unlock instead of only the appropriate door based on the user's assigned permissions. This creates a security concern and requires immediate repair to restore normal door-by-door access and card permissions. This also addressed in this request to separate the doors and create standalone profiles for them act as single points of entry instead of a combined door access.

FISCAL IMPACT:

Oakview – $11,066.53
Jefferson Lincloln – $ 66,438.10
Fords Prairie – $ 70,140.34
CHS – $27,117.75

Total costs for all three repairs - $174,762.72

BUDGET SOURCE:

Capitol Projects

SUBMITTED BY: Jim Bringman

RECOMMENDED ACTION:

Approval of the Agreement