

Meeting Packet

SPECIAL BOARD MEETING

Friday, September 23, 2022

12:00 PM



SPECIAL BOARD MEETING

District Administration Office
1500 Grant Ave
Prosser, WA 99350

Zoom Meeting Link: [Click Here](#)

Meeting ID: 880 7672 7688

Password: mustang

For a non-video call-in option dial: 253-215-8782

Meeting ID: 880 7672 7688

Password: 5749345

Friday, September 23, 2022 12:00 PM

1. Call to Order

- a. Pledge of Allegiance
- b. Approval of Agenda

[September 23, 2022 - Agenda \(Spanish\).pdf \(p. 3\)](#)

2. Action Item

- a. Haring Center Agreement
- b. Stepping Stones Speech and Language Pathologist

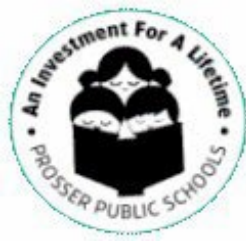
[Haring Center Agreement.pdf \(p. 4\)](#)

[Stepping Stones.pdf \(p. 13\)](#)

3. Future Meetings

Regular Board Meeting, September 28, 2022, Prosser High School Library Workroom, 6:00 p.m.

4. Adjournment



REUNIÓN ESPECIAL DE LA JUNTA DIRECTIVA

Oficina de Administración del Distrito
1500 Grant Ave.
Prosser, WA 99350

Enlace a la reunión por Zoom: Haga clic aquí

ID de reunión: 880 7672 7688

Contraseña: mustang

Para una opción que no sea de videollamada, marque: 253-215-8782

ID de reunión: 880 7672 7688

Contraseña: 5749345

viernes, septiembre 23, 2022 12:00 PM

1. Convocatoria a la Reunión

- a. Juramento de Lealtad
- b. Aprobación de la Agenda

2. Elemento de Acción

- a. Acuerdo del Centro de Haring
[Acuerdo del Centro de Haring.pdf](#)
- b. Patólogo del habla y el lenguaje Stepping Stones
[Stepping Stones SLP.pdf](#)

3. Reuniones Futuras

Reunión regular de la Junta, 28 de septiembre de 2022, Sala de trabajo en la Biblioteca de la Escuela Secundaria Prosser, 6:00 p.m.

4. Aplazamiento

BOARD PACKET

TO: Board of Directors
SUBJECT: Haring Center Agreement
AGENDA: Action
DATE: September 23, 2022
PREPARED BY: Dr. Synthia Parish-Duehn

Information:

The Life-skills classroom at KRV has a high number of autistic students in need of targeted and specific supports. To ensure this room is providing the appropriate supports we would like to bring in the Haring Center, out of the University of Washington, to evaluate the room needs, train staff, continue to monitor and guide the program to meet the needs of the students.

Organizations that work with the Haring Center benefit from the Center's extensive knowledge and experience in the field of inclusion. The Haring Center's professional development team uses a comprehensive, research-based framework to guide their work with schools who seek to build inclusive educational programs and use best-practices in their classrooms. Their professional development specializes in the use of strategies for children who need highly individualized teaching or specific behavior supports.

(see the following proposal)

Recommendation:

Consider approving the request to bring the Haring Center in to work with the Life-skills classroom staff.

This interagency Training Agreement (“Agreement”) is made as of the last day of signature or the first day of training of professional development, (the “Effective Date”) by and between the Haring Center of the University of Washington, a public institution of higher education and agency of the State of Washington having administrative offices at 222 Miller Hall, Seattle, WA 98195 (“HC”) and Prosser School District (“the Client”), having administrative offices at 1109 Meade Avenue, Prosser, WA 99350, each individually a “Party” and together the “Parties.” HC and the Client agree as follows:

Background

- 1.1. HC develops and delivers high-quality educational programs and training services to national and international audiences in a variety of fields.
- 1.2. The Client desires to obtain professional development from HC for the Client’s employees in Haring Center – Training and Coaching as specified in Exhibit A (the “Program”).

2. HC Program

2.1 Description. Under the terms defined herein, HC will provide the Program as outlined in Exhibit A. Exhibit A may be altered to meet specific needs of the Client. Written amendment will be required when services rendered exceed deliverable total and upon mutual agreement of the Parties.

3. HC Obligations

3.1 HC Program Administrator. The HC Partner Manager for all issues related to HC’s role in the development and delivery of the Program under this Agreement will be:

Name: Ariane Gauvreau
Address: University of Washington, College of Education
Box 357925, Seattle, WA 98195
Telephone: 206-669-2420
Email: ariane@uw.edu

Additional Contact: Alison Winfield, avw@uw.edu

3.2 HC Instructors. The HC will provide the Instructors who are approved by the UW College of Education. Under this Agreement, the UW’s instructors are not a Client’s employee and the UW employee is not eligible for the Client’s employee benefits, including but not limited to, pension, medical insurance, life insurance, vacation or sick leave benefit’s, or worker’s compensation. In case of illness or other emergency of an HC Instructor, the classes will be rescheduled, or another HC Instructor will be chosen by mutual agreement of the Parties.

3.3 HC Academic Unit Approval. The Program content and Instructors are approved by the UW College of Education.

3.4 Location/Facilities. All classes for the Program will be held at locations/facilities provided by the Client. HC shall have the use of these locations/facilities, at no cost to HC, for the HC’s delivery of the Program.

3.5 Seminar Handouts. HC will provide handouts and materials for each session.

3.6 Sessions, Instruction Hours, and Dates. The days and times for activities in Exhibit A will be agreed upon by the Parties.

3.7 Pluralism. UW provides equal opportunity in education without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or status as a disabled veteran or a Vietnam era veteran in accordance with UW policy and applicable federal and state statutes and regulations.

3.8. Travel. All travel costs are included in the fees in Exhibit B.

4. Client obligations

4.1 Client Program Administrator. The Client Program Administrator responsible for all issues related to the Client's role in the development and delivery of the Program under this agreement will be:

Name: Synthia Duehn
Address: 1109 Meade Avenue, Prosser, WA 99350
Email: Syndi.Duehn@prosserschools.org

4.2 Participant Recruitment. The Client shall recruit Participants for the Program from the Client's organization, and the Client shall inform prospective Participants of the Program's requirements.

4.3 Recruitment, Marketing, and Coordination Costs. The Client shall be responsible for any costs associated with the Client's recruitment of Participants, marketing, and coordination of the Program.

4.4. Disability Accommodations. In compliance with the *Americans with Disability Act of 1990*, the Client agrees to arrange for special accommodations upon request to qualified individuals with disabilities participating in the Program. HC shall not be responsible for any costs resulting from this compliance.

5. Financial Considerations

5.1 Payment. The Client shall pay the HC the fees listed in Exhibit B.

6. Intellectual Property

6.1 Ownership and Control. The HC owns or controls all intellectual property related to the Program. Videotaping or audio taping of the seminar sessions is prohibited without the prior written permission of the HC, the Instructor and the Client.

6.2 No Transfer of Ownership. The Parties shall not, by performance under this Agreement, obtain any ownership interest in copyright, trademark rights or any other proprietary rights or information of the other Party, its officers, inventors, employees, students or agents.

7. Representation and Risk

7.1 Right to Enter Agreement. Each Party represents that it has the right to accept its respective obligations as set forth in this Agreement.

7.2 No Third-Party Obligations. Each Party represents, to the best of its knowledge, that it is under no obligation to any third party which could interfere with its own ability to enter into or perform its obligations under this agreement.

7.3 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement shall be deemed to create any association, partnership, joint venture, employment relationship, or agency relationship between the Client and the HC with respect to the HC Program or otherwise.

7.4 Indemnification. The Parties agree to defend, indemnify, and hold each other harmless from and against any loss, claim, or damage arising from the negligent acts or omission of their respective officers, employees, students or agents in the performance of their duties this Agreement. This indemnification clause shall survive the expiration or termination of this Agreement.

8. Term and Termination

8.1 Term. The Term of this agreement shall commence on the Effective Date and shall continue until **June 30, 2023** unless sooner terminated in accordance with the provisions set forth in this Agreement.

8.2 Commitment. The Parties mutually agree to commit the required resources to the successful completion of this Program and not to cancel the Program midstream except in an extreme and unforeseeable circumstance preventing either Party from completing its respective obligations outlined in the Agreement. For the best interest of the Participants, neither Party will consider postponing segments of the Program.

8.3 Termination for Cause. If for any reason, one Party (the “Responsible Party”) does not fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms or conditions herein, the other Party (the “Aggrieved Party”) shall give the Responsible Party written notice of such failure or violation. The Responsible Party shall be given the opportunity to correct the violation or failure with fifteen (15) working days. If the violation or failure is not corrected, this Agreement may be terminated immediately by written notice of the Aggrieved Party to the other.

8.4 Termination by the HC. The HC reserves the right to terminate this Agreement at any time upon notice the Client, if the HC is unable to begin or complete the Program for any reason; and in the event of such voluntary termination by the HC, the HC will not charge the Client a cancellation fee. If the HC terminates this Agreement for cause in accordance with Section 8.3, then the Client shall owe the Total Fee for deliverables to the HC and the HC shall make no refunds to the Client.

8.5 Termination by the Client for Trainings.

- a. If cancelled prior to 30 days of the scheduled date(s) of service then Client will have no obligation to pay for the day(s) of service including the daily rate, travel, project management and overhead.
- b. If cancelled between 14-30 days of the scheduled date(s) of service then Client will be obligated to pay for 50% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
- c. If cancelled within 14 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 100% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.

9. General

9.1 Governing Law and Venue. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington without giving effect to Washington’s conflict of laws provisions. The Parties accept the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Court.

9.2 Severability. If any provision of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality, enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

9.3 Waiver of Breach. No omission or delay of either Party hereto in requiring due and punctual fulfillment of the obligations of the other Party hereto shall be deemed to constitute a waiver by such Party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder.

9.4 Amendments. No amendment or modification hereof shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement, and is signed by duly authorized representatives of the Parties.

9.5 Exhibits. The Parties agree and acknowledge that all Exhibits referred to in this Agreement are incorporated in this Agreement by reference.

9.6 Assignment. This Agreement and the rights and benefits covered by each Party upon the other Party hereunder may not be assigned, delegated, or transferred by either Party.

9.7 Force Majeure. In the event either Party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires, or any other cause whatsoever beyond the reasonable control of the non-performing Party, the non-performing Party shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. Lack of funds shall not be considered a force majeure event.

9.8 Headings. The headings of the several sections of this Agreement are inserted for convenience and reference only, and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

9.9 Entire Understanding. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either written or oral, between the Parties relating to the subject matter of this Agreement.

9.10 Conflict Resolution. In the event of a dispute between the Parties relating to the terms and conditions of this Agreement or the performance of the Parties hereunder, the Parties shall first attempt to resolve the dispute by initiating a discussion in good faith between the contacts listed in Section 10. In the event the Parties are unable to resolve any such dispute within fifteen (15) business days (or other such time period to which both Parties may mutually agree in writing), then each Party may take such action as it deems appropriate in its sole discretion.

10. Notices

10.1 Delivery and Addresses. Any notice or other communication required or permitted to be given by either Party shall be deemed to have been properly given and delivered, if delivered in writing to the respective addresses set forth above, or to such other address as either party shall designate by written notice given to the other Party, on the dates as follows: (i) two business days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one business day after being sent via reputable nationwide overnight courier service, guaranteeing next business day delivery, (iii) three business days after deposit in the United States Postal Service if sent by first class mail, properly addressed; or (iv) immediately after being sent by email and confirmed by prompt delivery of the hardcopy original.

IN WITENSS WHEREOF, the HC and the Client have executed this Agreement, by their respective duly authorized officers, on the dates listed below.

<p>Signature of the HC:</p> <p>By: _____</p> <p>Ariane Gauvreau Haring Center, Senior Director of Professional Development and Training University of Washington, College of Education</p> <p>Date: _____</p>	<p>Signature of the Client:</p> <p>By: _____</p> <p>Name: Synthia Duehn Title: Special Services Director, 504 Coordinator, HIB Compliance Officer, ADA Compliance Officer Organization: Prosser School District</p> <p>Date: _____</p>
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EXHIBIT A: PROGRAM AND SCHEDULE

A.1 Description: Haring Center – Professional Development

Haring Center and Prosser School District

Fall 2022

Prosser School District (PSD) would like to partner with the Haring Center for Inclusive Education for professional development and coaching related to the support of an identified student. These activities will enable PSD to support students with learning differences. The Haring Center provides professional development and support for schools and organizations who provide inclusive and equitable education to learners, families, and communities. We seek to partner with schools and agencies to create sustainable systems and implement evidence-based practices that meet the needs of all learners and support all educators. The Haring Center’s professional development staff have expertise in supporting learners with and without disabilities birth - transition, with backgrounds in early intervention, special, and general education.

Partnership Goals

- Enable the Prosser School District team to support a student with highly complex needs.
 - Regular meetings with the leadership team to review progress and develop plans for the identified student and team.
 - Training on evidence-based practices to support a student engaging in high rates of behaviors that are challenging for teachers
 - Observation and document review to ensure the Haring Center is aware of the history, previous interventions, and current plans for the identified student.
 - In-person and virtual coaching sessions, to support the team in implementing these practices with fidelity.

Contract Start & End Date: 10/15/22 – 6/30/23

Activity	Description
Activity 1	Leadership Consultation
Activity 2	Observation & Documentation Review (IEP, IEE, Parent Report, Current Clinical notes and data on last year’s placement)
Activity 3	Training on Evidence Based Practices to Support Students with Complex Needs
Activity 4	One in person coaching session
Activity 4	Three Virtual Coaching Sessions
Total Cost:	<p>\$11,550 + 2 nights in a hotel and 2 days of per diem at \$105/day</p> <p>The proposed activities above total 66 hours of work. Please note the Haring Center only bills for hours used. The Haring Center bills for preparation, coaching & consultation, follow-up, supervision and travel.</p>

Key Contacts

Contacts	Name	Email Address
Prosser School District	Synthia Duehn	Syndi.Duehn@prosserschools.org
Haring Center, Contract Contact	Alison Winfield	avw@uw.edu
Haring Center, Fiscal Contact	Serianna Bock	seribock@uw.edu

EXHIBIT B: FEES

B.1 Fees Paid. The Client will pay the HC based on the number of hours of work performed (direct contact hours, preparation, follow-up, travel, etc.) each month.

TOTAL DELIVERABLES (not to exceed)	
Haring Center - Professional Development	
<hr/>	
Eleven Thousand Five Hundred Fifty US Dollars + Travel	\$11,550 + 2 nights in a hotel and 2 days of per diem at \$105/day

B.2 Payment and Payment Terms. The HC will send invoices for the services provided in Exhibit A.1 to the Client Program Administrator listed in Section 4.1. The invoice payment is due to the HC within thirty (30) days of the Invoice Date.

B.3 Cancellation and Refunds. For the avoidance of doubt, the HC shall make no refunds to the Client for the withdrawal of individual Participants, or if fewer than the maximum number of Participants attend the Program, or if the Client cancels individual sessions, or if the Client cancels the Program or terminates this Agreement on or after the Program Start Date (i.e. the day of the first session.) If the Client cancels the Program or terminates this Agreement prior to the Program Start Date, then the Client shall owe the HC a Cancellation Fee of Ten Percent (10%) of the Total Fixed-Cost Program Fee, and the HC shall return to the Client any prepayment that the HC received for the Program, less the Cancellation Fee. The HC shall make no refunds except in accordance with this Section B.3 and Section 8.4.

B.4. Disability Accommodations. If requested in writing by the Client with sufficient advanced notice to the HC, or otherwise required by law, the HC will provide reasonable accommodations, entirely at the expense of the Client, for Participants with disabilities who will be attending the Program. The Client agrees to pay any costs associated with such accommodations, which will be billed the Client as a direct expense, due and payable on the day invoiced and to be received by the HC within thirty (30) days.

B.5 Payment Method and Address. All payments to the HC required under this Agreement shall cite this Agreement, and shall be made in U.S. dollars by check, money order, or wire transfer to the “University of Washington” and delivered to:

For checks or money orders:
University of Washington Haring Center
Box 357925
Seattle, WA 98195-7925
Attn: Fiscal Department

BOARD PACKET

TO: Board of Directors
SUBJECT: Stepping Stones Speech and Language Pathologist
AGENDA: Action
DATE: September 23, 2022
PREPARED BY: Dr. Synthia Parish-Duehn

Information:

No qualified candidates have applied for our current speech and Language Pathologist opening. ESD 123 has been actively looking on our behalf and three other districts with no luck at this point.

Contracting companies vary in price and in the clauses within their contracts. Stepping Stones is on the low end of contracting costs, they allow for the direct interviewing of their candidates, and the contract can be canceled by the client with 30 days notice.

It is imperative that we get services in place at Prosser Heights Elementary so that we remain in compliance.

See attached contract

Recommendation:

Consider approving the request to enter into a contract with Stepping Stones for Speech and Language Pathologist services

AGREEMENT

This Agreement is made and entered on September 2, 2022, by and between The Stepping Stones Group LLC, 123 N Wacker Drive, Chicago, IL 60606 hereinafter referred to as “Contractor” and Prosser School District, 1500 Grant Ave, Prosser, WA 99350 hereinafter referred to as “School District.” It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor’s employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

TRAVEL TIME & MILEAGE: To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys’ fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.

REMITTANCE DETAILS: School District will make payments to Contractor at the following address:

PO Box 6280
Carol Stream, IL 60197

If School District prefers to make payments via electronic ACH, instructions can be obtained from the Contractor representative.

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including workers' compensation, general liability, and professional liability insurance coverage (with policy limits and deductibles that are appropriate for similarly situated school districts).

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that if School District breaches this no solicitation covenant, direct and indirect damages may be assessed and recovered by Contractor, and Contractor shall be entitled to seek and obtain specific performance.

CONFIDENTIALITY: School District agrees not to provide any information pertaining to the contents of this Agreement to any individual or any entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement, including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients in connection with the parties' performance of services under this Agreement. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

Contractor agrees that it is subject to, and shall comply with, all federal and state laws and School District policies relating to the confidentiality of student information, including, without limitation, compliance with the Family Educational Rights and Privacy Act (FERPA).

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on July 31, 2023, and may continue beyond this point by mutual consent. School District agrees not to terminate the Agreement until the end of the Term unless (a) Contractor's employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible unethical or unprofessional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of Contractor's receipt of such notice prior to School District delivering notice of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement. School District can terminate this Agreement within thirty (30) days notice should School District hire a direct employee in place of Contractor's employee assigned to School District.

NONDISCRIMINATION: Contractor represents and warrants that it does not discriminate in hiring and employment practices regarding race, color, religion, disability, sex, age, national origin, ancestry, marital status, pregnancy, or sexual orientation.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its equity holders, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

Except as expressly set forth herein, neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict

liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

NOTICES: Notices to Contractor shall be sent to:

The Stepping Stones Group
184 High Street, Suite 701
Boston, MA 02110

AND

K12ops.contracts@ssg-healthcare.com

Notices to School District shall be sent to:

Prosser School District
1500 Grant Ave
Prosser, WA 99350

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Washington. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Washington. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

BILLING DETAILS FOR SCHOOL DISTRICT:

Billing Contact Name/Title: _____

Billing Email/Phone: _____

Mailing Address (for invoice): _____

Special Billing Instructions: _____

Signed for Contractor:

Signature:  _____

Name: Allison Mitcham

Title: Client Services Manager

Date: September 15, 2022

Signed for School District:

Signature: _____

Name: _____

Title: _____

Date: _____

Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service for the are listed below:

<u>Specialty</u>	<u>Hourly Rate</u>
Speech Language Pathologist	\$85 per hour