

ULEN-HITTERDAL SCHOOL DISTRICT
 REGULAR SCHOOL BOARD MEETING
 WEDNESDAY, JUNE 12, 2024
 6:00 PM
 BOARD ROOM

<u>Elected</u>	<u>Roll Call</u>	<u>Term Exp.</u>	<u>Elected</u>	<u>Roll Call</u>	<u>Term Exp.</u>
2021	___ Mindy Bakke	2025			
2021	___ Bob Klemetson	2025	2023	___ Donna Jacob	2027
2021	___ Nolan Braseth	2025	2023	___ Laura Tweten	2027
2023	___ Jennie Wibe-Bjerke	2027	2024	___ Troy Amundson	2025

AGENDA

- I. Call to Order – Pledge of Allegiance
- II. Open Mic: (The Open Mic. segment is the agenda item that allows members of the public to address the Board on any issues they deem appropriate. Speaking time is limited to two minutes per person. It is requested by the Board that visitors refrain from addressing the Board during the Action Agenda unless invited to do so by the Board or Superintendent.)
- III. Special Reports:
- IV. Good News: Ted Critchley
 - A. State Music Award Winners
 - B. Spring Music Programs
 - C. FFA Chapter Banquet
 - D. End of Year Celebrations
 - E. Graduation
- V. Approval of Minutes
- VI. Approval of Claims and Liquid Transfers
- VII. Reports:
 - A. Special Ed/Title Program – Laura Tweten
 - B. ECFE/Community Ed – Mindy Bakke
 - C. Student & Minority Liaison – Toy Amundson, Jennie Wibe-Bjerke, Laura Tweten
 - D. Negotiations – Nolan Braseth, Mindy Bakke, Laura Tweten
 - E. Meet & Confer – Bob Klemetson, Jennie Wibe-Bjerke, Laura Tweten
 - F. Technology/Vocational – Troy Amundson, Mindy Bakke, Donna Jacob
 - G. Marketing/Co-Curricular – Troy Amundson, Jennie Wibe-Bjerke, Bob Klemetson
 - H. Facilities/Finance/Personnel – Jenne Wibe-Bjerke, Nolan Braseth, Donna Jacob
 - I. Food Service/Wellness – Troy Amundson, Mindy Bakke
 - J. MSHSL – Bob Klemetson
 - K. Worlds Best Workforce – Laura Tweten, Donna Jacob
- VIII. Dean of Students Report: Ted Critchley

- A. Graduation
- B. Credit Recovery
- C. ILT

IX. AD Report:

- A. Spring Sports Wrap-up

X. Superintendent Report: Dustin Flaten

- A. 2024-2025 Preliminary Budget
- B. Roofing Update
- C. Staffing Update
- D. Titan Town Childcare

XI. Approval of Agenda

XII. Action Agenda:

- A. Recommendation to hire Ted Critchley as our Indian Education Director. (Enclosed)
- B. Recommendation to hire Emily Jacobson as a 5th grade teacher at BA, Step 0, for the 2024-2025 school year. (Enclosed)
- C. Recommendation to hire Hailey Swiers as a 3rd grade teacher at MA, Step 8, for the 2024-2025 school year. (Enclosed)
- D. Recommendation to approve the medical leave of Amanda Thorsvig for Quarter 1 of the 2024-2025 school year. (Enclosed)
- E. Recommendation to approve the 2024-2025 preliminary budget.
- F. Recommendation to accept the MSBA membership dues. (Enclosed)
- G. Recommendation to approve the annual Adult Education Agreement with Detroit Lakes Public Schools. (Enclosed)
- H. Recommendation to approve the lane change of Julie Mies from BA +30 to MA +10. (Enclosed)
- I. Recommendation to approve the 2-year agreement with Clay County Public Health for school nurse services and trainings. (Enclosed)

XIII. Upcoming Meetings and Special Events: Regular School Board Meeting to be held on Wednesday, July 10th.

XIV. Adjourn

Ulen-Hitterdal Schools Indian Education Director Agreement

The independent school district of Ulen-Hitterdal #914 does hereby enter into a work agreement with Ted Critchley to perform the duties of Indian Education Director beginning on July 1, 2024 through June 30, 2025.

The Indian Education Director shall be paid an annual salary of \$21,000 in 2024-2025.

In Witness Whereof, I have subscribed
my signature

This _____ day of _____, _____

Indian Education Director

In Witness Whereof, we have
subscribed our signatures

This _____ day of _____, _____

Chairperson

Clerk

2024-2025
Teacher Contract
Independent School District No. 914
Ulen-Hitterdal Public Schools

The School Board of Independent School District No. 914 of the State of Minnesota, Ulen, Minnesota, enters into this agreement, pursuant to M.S. 122A.40, as amended, with **Emily Jacobson**, a legally qualified and licensed teacher who agrees to teach in the public schools of said district as a **Teacher, BA, Step 0**, for the school year **2024 to 2025**.

The Following Provisions Shall Apply and Are a Part of This Contract:

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach in the schools of said district as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This contract is subject to the provisions of M.S. 122A.40 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40.
3. **Duty Year:** The teacher's duty year and vacation days shall be as adopted by the school board, and teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. **Additional services:** The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this contract or by letter assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's continuing contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. **Reference:** This contract shall be subject to the agreement between the school district and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. **Special Provisions:** (Insert here any other contractual provisions).
7. **In Consideration Thereof**, the School Board agrees to pay said teacher the following annual salary:

\$45,026.00

For Basic Teaching Services
For additional services as set forth in paragraph 4 and
Found on extra-curricular extra duties contract.

\$45,026.00

Total Salary, Exclusive of Fringe

In Witness Whereof, I have subscribed this ____ day of _____, 20_____.

Teacher _____

In Witness Whereof, We have subscribed our signature this ____ day of _____, 20_____.

Chairperson _____ Clerk _____

2024-2025
Teacher Contract
Independent School District No. 914
Ulen-Hitterdal Public Schools

The School Board of Independent School District No. 914 of the State of Minnesota, Ulen, Minnesota, enters into this agreement, pursuant to M.S. 122A.40, as amended, with **Hailey Swiers**, a legally qualified and licensed teacher who agrees to teach in the public schools of said district as a **Teacher, MA, Step 8**, for the school year **2024 to 2025**.

The Following Provisions Shall Apply and Are a Part of This Contract:

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach in the schools of said district as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This contract is subject to the provisions of M.S. 122A.40 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40.
3. **Duty Year:** The teacher's duty year and vacation days shall be as adopted by the school board, and teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. **Additional services:** The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this contract or by letter assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's continuing contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. **Reference:** This contract shall be subject to the agreement between the school district and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. **Special Provisions:** (Insert here any other contractual provisions).
7. **In Consideration Thereof**, the School Board agrees to pay said teacher the following annual salary:

\$59,920.00

For Basic Teaching Services
For additional services as set forth in paragraph 4 and
Found on extra-curricular extra duties contract.

\$59,920.00

Total Salary, Exclusive of Fringe

In Witness Whereof, I have subscribed this 4th day of June, 2024.

Teacher Hailey Swiers

In Witness Whereof, We have subscribed our signature this _____ day of _____, 20____.

Chairperson _____

Clerk _____

May 24th, 2024

Superintendent Flaten
Ulen-Hitterdal School Board
27 2nd Street NW
Ulen, MN 56585

This letter is to inform you of my submission for maternity leave. I plan to fulfill most of the duties of my summer contract, unless unforeseen circumstances arise. I will be utilizing 42 days of my bank for this leave, for the student contact days of first quarter. If my pregnancy and subsequent time progresses as planned, I will be returning after first quarter, November 4th.

The FFA events that may need a chaperone in addition to teaching duties are listed below. This is a tentative list. I will obtain the schedule as soon as we have the Region Advisors meeting in June.

September - Fall Rally

October - CDE at Barnesville

October - National FFA Convention @ Indianapolis Indiana

Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Amanda Thorsvig". The signature is fluid and cursive, written over a white background.

Amanda Thorsvig
Ulen Hitterdal Agricultural Education Instructor
& FFA Advisor
27 2nd Street N
Ulen, MN 56585
(218) 596-8854 ext 1013
athorsvig@ulenhitterdal.k12.mn.us



Minnesota School Boards Association
1900 West Jefferson Avenue
St. Peter, MN 56082-3015
507-934-2450 or 800-324-4459

Invoice	INV-10618-T8R0L4
Date	7/1/2024
Amount Due	\$3,640.00
Date Due	8/15/2024

Ulen-Hitterdal
 PO Box 389
 Ulen, MN 56585-0389

Customer Name	Purchase Order No.		
Ulen-Hitterdal			
Description	Quantity	Unit Price	Ext. Price
Policy Services Subscription - Ulen-Hitterdal	1	\$750.00	\$750.00
ISD Membership - Ulen-Hitterdal	1	\$2,890.00	\$2,890.00

COPY

Dues for your district are based on "Average Daily Membership of Students Served" for the fiscal year ended June 30, 2023, as provided by the Minnesota Department of Education.

MSBA is not able to accept Credit, Debit, or Procurement Cards as a method of payment of your 2024-2025 Dues Invoice. Please remit payment of this invoice to MSBA by CHECK. Thank you for your cooperation.

In accordance with IRS Code Sec. 6113, contributions or gifts (including membership dues) to MSBA are not deductible as charitable contributions for Federal income tax purposes.

Subtotal	\$3,640.00
Total	\$3,640.00



Where Minnesota School Boards Learn to Lead

June 2024

Dear Superintendent:

Thank you for your membership in the Minnesota School Boards Association for the past year. MSBA's Board and staff have worked hard to become your go-to organization. MSBA will always go the extra mile for our members:

- Our dedicated staff prides itself on anticipating member needs through engagement, analyzing national and state directives, working with other educational organizations, and providing training to build high-performing boards that are focused on student success.
- Membership feedback has been a helpful guide as we build a stronger and responsive strategic vision for your Association over the next years.
- Your MSBA staff is solution-driven. We will find the answer promptly or get you to someone with the answer. In all our interactions, we strive to build a high-performing board that can meet the high expectations of your staff, students, and community.
- Legal and legislative advocacy are essential services to representing your voice at the state and federal level. As a statewide organization and a leading advocate for public education, we pride ourselves in finding a path forward that benefits all our school districts, regardless of shape and size.
- Like you, we care deeply about the success of all Minnesota's public school students. Through our collective, member-driven mission, our mission is to build strong school boards for a stronger Minnesota.

Our Association is stronger when our members are stronger. Now is the time to continue investing in your future. Your dues invoice, along with a renewal notice for those districts in MSBA's Policy Services and/or BoardBook Premier, is included with this letter.

We wish you a successful 2024-2025 school year and hope to continue as your valued and trusted Association. If you have any questions, please contact me.

Sincerely,

Kirk Schneidawind, Executive Director
kschneidawind@mnmsba.org

Linda Leiding, President

MINNESOTA SCHOOL BOARDS ASSOCIATION

1900 West Jefferson Avenue, St. Peter, MN 56082-3015 Phone: 507-934-2450 or 800-324-4459
www.mnmsba.org



VALUE OF MEMBERSHIP



BOARD DEVELOPMENT



- Helping boards choose leaders who focus on student success.
- Offering conferences to connect board members across Minnesota.
- Facilitating webinars that give tips on dealing with current school board concerns.
- Leading strategic planning sessions aligned to board goals.



LEGAL & POLICY GUIDANCE



- Responding to phone calls and emails to help answer school district concerns.
- Providing updated policies to keep districts in line with changing laws and court rulings.
- Participating in regional superintendent and service cooperative meetings.
- Writing amicus curiae briefs to support school boards with legal challenges.



ADVOCACY FOR PUBLIC EDUCATION



- Hearing school board concerns at Delegate Assembly and advocating for you.
- Bringing top K-12 issues to legislators at our Day at the Capitol.
- Championing education bills through the Legislature.
- Tweaking legislation so it works best for school districts.

UNIFYING VOICE FOR PUBLIC EDUCATION



- Conveying our belief that public education is the best choice for students.
- Telling public education stories of how schools help children to succeed.
- Showing how public education really does do the public good.
- Highlighting the history of how public education in Minnesota made this state great.

**DETROIT LAKES ADULT BASIC EDUCATION – SCHOOL DISTRICT #22
COMMUNITY EDUCATION**

THIS AGREEMENT by and between Ulen-Hitterdal ISD #914, 27 2nd Street NW, Ulen MN 56585 and the Detroit Lakes Literacy Consortium, 900 Hwy 34 East, Detroit Lakes, MN 56501 for the period of July 1st, 2024 to June 30th, 2025.

WHEREAS ISD #914 wishes to enter into an agreement to provide funds in partial support of area Adult Basic Education (ABE) programming through base funding available for the program year 2024-2025.

WHEREAS, Detroit Lakes Literacy Consortium, the State-approved ABE provider for this area, wishes to enter into an agreement to supplement these same aforementioned funds to provide ABE programming in the ISD's area. This will accommodate ISD #914 and Detroit Lakes' obligation to provide the community with local ABE which is accessible and appropriate for area needs.

NOW, THEREFORE, the parties agree as follows:

As a member of the consortium, ISD #914 agrees to:

1. Provide funding in accordance with base funding to be contributed towards the local area's Adult Basic Education consortium. These funds will be used to supplement ABE instructor wage and fringe, skills workshops, administrative costs, materials, supplies, printing/advertising, instructor training, mileage and participant supportive services. This contribution will meet obligation for the 2024-2025 program year.
2. Publicize the ABE program in school district and community education newsletters and assist with other effective program marketing.
3. Provide space for the ABE classes to be held.

As the consortium fiscal agent, Detroit Lakes agrees to:

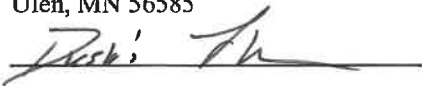
1. Remain the employer of records for the ABE staff. Detroit Lakes will be responsible for providing fringe benefits (TRA) to the ABE staff through the Agency's in-place plans.
2. Collect and compile student data from MARCS forms.
3. Submit required performance reports and fiscal reports to MDE.
4. Receive state ABE aid under Section 124.531 for Adult Basic Education programming delivered by the consortium.
5. Allocate state ABE aid to members of the consortium according to this agreement.

This Agreement represents a collaborative effort to encourage the delivery of Adult Basic Education programs to local school districts by way of the consortium concept in a cost-effective manner. The agreement may be modified, revised or terminated by either ISD #914 or Detroit Lakes by providing the other party with a thirty (30) day written notice.

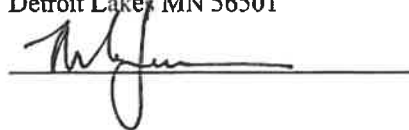
IN WITNESS WHERE OF ISD #914 and Detroit Lakes have executed this agreement this 1st day of July, 2024.

ISD #914
27 2nd Street Northwest
Ulen, MN 56585

Dustin Flaten
Ulen-Hitterdal School District
27 2nd Street NW
Ulen, MN 56585



Mark Jenson - Superintendent
ISD #22
702 Lake Ave
Detroit Lake, MN 56501



REQUEST FOR LANE CHANGE

(Please list all courses and attach transcript)

Staff Member: Julie Mies

Employee Number: 1014

Present Lane: DA+30/45

Present Step: 14

Lane Requested: MA+10

Date Supt. Approval	Course Title	Course Number	# Quarter Hours	Letter Grade	Grad	Under Grad	OFFICIAL NOTICE OF COMPLETION Grade Sheet
	Assessment Strategies	SPed 563	3	A+	X		
	Ed Pl Adapt. Probs	SPed 564	3	A	Y		
	SLD Strategies	575	3	A	X		
	Emot / Beh Disord	573	3	A	Y		
	Secund. Pract: MD	567	3	P	Y		
	Instr. Strategies	513	3	A	X		
	Beh / Inv. Mgmt	571	3	A	X		
	Percept / Policies	620	3	A	Y		
	Theory / Process	664	2	A	X		

Effective Date: Individual teaching contracts will be modified to reflect qualified lane changes twice every year, once on September 15 and once on January 15, providing a transcript of qualified credits is submitted to this Superintendent's office no later than 15 days prior to the dates specified.

I certify that the above information is accurate to the best of my knowledge and belief.

Julie Mies
Signature

2/26/24
Date

Date received by Superintendent: 2/26/24

Date of Superintendent recommendation to Board: 6-6-24

[Signature]
Superintendent Signature

**AGREEMENT BETWEEN
CLAY COUNTY PUBLIC HEALTH
AND
ULEN-HITTERDAL SCHOOL DISTRICT**

The Ulen-Hitterdal School District, hereinafter referred to as the "School" and Clay County Public Health, Moorhead, Minnesota hereinafter referred to as the "Provider" enter into this agreement for the period July 1, 2024, through June 30, 2026. These dates allow the school district to cover the fiscal year. Provider services will be requested starting two weeks prior to the first day of classes, throughout the school academic year and lasting two weeks after the last day of classes.

Whereas the Provider is a certified health care provider in Clay County and; whereas the Provider has authorized the development of school health services and; whereas the School wishes to purchase such services from the Provider; Now, therefore, in consideration of the mutual understandings and agreements set forth, the School and Provider agree as follows:

I. PROVIDER RESPONSIBILITIES:

1. Hearing and vision screening and rescreening as recommended by the Minnesota Department of Health or as requested by the School. Hearing and vision screening for new students. Individualized student follow-up as appropriate.
2. Teach "Growing Up Classes" to 4th grade girls and 5th grade boys and girls.
3. Assistance with immunization clinics and appropriate follow-up as necessary to meet requirements of the State Immunization Law and as time allows. Coordination of the professional and paraprofessional staff to support the school based immunization clinics.
4. The Public Health Nurse will be notified throughout the school year of new students who enroll into the school district, will review the new student's health and immunization records, and will notify the School Principal if the student's immunization records are not in compliance with the Minnesota School Immunization Law.
5. The Public Health Nurse will be notified of the following:
 - student hospitalization
 - new medication or changes in medication
 - any MD order that is received
 - new health/medical condition (e.g. asthma, diabetes, seizures, etc.)
6. Assistance with communicable disease control (lice, measles, scabies) as requested by the School and as time allows.
7. Health screening of students as requested by School and as time allows and as determined by the provider.
8. The public health nurse will provide the above basic services to the school district. The day of the week and the length of the time spent in the school may vary according to the activity planned and individual arrangements made with the school.
9. The public health nurse will be available for consultation and monitoring of plan with the individualized student health plan relating to the medically fragile student.
10. Students who require rescreening for a component of the Early Childhood Screening will be referred to the public health nurse for the appropriate follow-up.
11. Appropriate on-going training and supervision will be provided by the public health nurse to individuals giving medication.
12. Review student health files to identify students with ongoing health needs and/or students who may require individualized health plan, including back-to-school night for those students with health and medication needs.

II. SCHOOL RESPONSIBILITIES:

1. The School will appoint a health service aide who is qualified and appropriately trained in first-aid, CPR, and universal precautions in each building to assist the public health nurse. The aide will, at all times, remain the employee and agent of the School. The School will cooperate with all reasonable requests of the Provider in connection with the delivery of the above services.
2. The School will provide ample space for the public health nurse to care for students. The space will be appropriate for the activity provided.
3. The School district will assure the accurate and safe administration of student's medication.
4. The School will assist the public health nurse with screenings and clinics by procuring volunteers, space and equipment as requested by the nurse. The School will assist Clay County by providing input on school health program development and evaluation.
5. No person or persons shall on the ground of race, color, national origin, handicap, age, sex or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program service or benefit advocated, authorized, or provided by this Department.
6. The school district reserves the right to add additional hours during the school year as needed and agreed upon with the provider.

III. STAFF:

The Provider will make every reasonable effort to maintain sufficient staff, facilities and equipment to deliver the services. The Provider will notify the School if ever the Provider will be unable to provide the required quality or quantity of purchased services. Upon notification, School and Provider will determine whether such inability will require a modification or cancellation of the contract. The Provider will supply additional staff to the school, above the contract hours, if requested by the School.

IV. RECORDS:

1. Individual school health records will be maintained by the school health aide and kept on file in the School in accordance with school policy.
2. Necessary health forms will be provided by the School.
3. The School is responsible for complying with the Data Practices Act which includes notification of data collected, release of information and safeguarding the record.

Health Insurance Portability and Accountability Act of 1996:

School and Provider agree to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Agreement.
3. Prohibition of Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of Agency, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by Agency. Business Associate shall comply with: (a) Title

45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR; and (c) Agency's health information privacy and security policies and procedures.

4. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from Agency only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
 - a. The disclosure is required by law; or
 - b. Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
 - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - (ii) Notify Business Associate (who shall in turn promptly notify Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
5. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosures of any PHI received from or on behalf of Agency.
6. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.
7. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of Agency, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Agency that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).
8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of Agency to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.
9. Access to PHI. Business Associate shall provide access, at the request of Agency, to PHI in a Designated Record Set, to Agency or, as directed by Agency, to an Individual in order to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable State law. Business Associate

shall provide access in the time and manner set forth in Agency's health information privacy and security policies and procedures.

10. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Agency directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Agency or an Individual, and in the time and manner set forth in Agency's health information privacy and security policies and procedures.
11. Accounting of Disclosures of PHI.
 - a. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
 - b. Business Associate agrees to provide Agency or an Individual, in time and manner set forth in Agency's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
12. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Agency available to Agency and to DHHS or its designee for the purpose of determining Agency's compliance with the Privacy Rule.
13. Reporting. Business Associate shall report to Agency any use or disclosure of PHI not authorized by the Agreement or in writing by Agency. Business Associate shall make the report to Agency's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by Agency's Privacy Official.
14. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
15. Termination for Cause. Upon Agency's knowledge of a material breach by Business Associate, Agency shall:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by Agency.
 - b. Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible.
 - c. If neither termination nor cure is feasible, Agency shall report the violation to the Secretary.
16. Return or Destruction of Health Information.
 - a. Except as provided in Section 16(b) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall

apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- b. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Agency notification of the conditions that make return or destruction infeasible. Upon verification by Agency that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

- 17. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

V. COST OF SERVICES:

July 1, 2024 through June 20, 2025: The School agrees to pay the Provider, upon receipt of the bill, \$47.00 per hour spent by the public health nurse in preparation for and delivery of the above services. The 24-25 school year total will be 140 hours for a cost of \$6,580.00. The cost of specific supplies will be in addition to the hourly rate. The Provider will bill the School monthly specifying the dates, number of service hours and type of service delivered.

July 1, 2024 through June 20, 2025: The School agrees to pay the Provider, upon receipt of the bill, \$50.00 per hour spent by the public health nurse in preparation for and delivery of the above services. The 25-26 school year total will be 140 hours for a cost of \$7,000.00. The cost of specific supplies will be in addition to the hourly rate. The Provider will bill the School monthly specifying the dates, number of service hours and type of service delivered.

VI. INDEMNIFICATION:

The School hereby agrees, to the extent permitted by law, to at all times indemnify provider against any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorney fees, and against all liability, losses, and damages of any nature whatever, that provider shall or any at any time sustain or be put to by reason of the performance by provider of its obligations under this agreement, with the exception of any claims, suits, actions, debts, damages, costs, charges, expenses, liability and/or losses arising out of or caused by the bad faith or misconduct, and/or negligence of the provider, its officers, employees and agents.

School Superintendent Date

Chair, School Board Date

Director, Clay County Public Health Date

Chair, Clay County Board of Commissioners

Date