

Work Study

The Board met at 5:05 p.m. for a discussion about the Special Education Recovery Plan Update. Board President Suzanne Weaver, Harlan Gallinger, Marnie Maraldo, Anne Moore and Sydne Mullings along with Superintendent Thiele and other members of the ISD administration were present. The session ended at 5:55 p.m.

Please note: Because regular Issaquah School Board meetings are recorded and made available in their entirety, minutes will reflect board action/direction and general topic discussion only.

Call to Order and Pledge of Allegiance – 6:05 p.m.

Board President Suzanne Weaver called the October 14, 2021 meeting of the Issaquah School Board to order in regular session in the boardroom of the Administration Service Center at 6:05 p.m. Present along with Ms. Weaver were Board Directors Harlan Gallinger, Marnie Maraldo, Anne Moore, Sydne Mullings and Superintendent Ron Thiele and ISD Administrators.

The pledge of allegiance was recited.

Student Input – 6:06 p.m.

Danielle Levin, Senior at Issaquah High School
Hannah Chang, Junior at Issaquah High School

Public Input – 6:12 p.m.

- Alaina Sivadasan gave a presentation on Ancestral Land Acknowledgment with collaboration from the Snoqualmie Tribe, and Dawn Harper and Lena Jones in the Teaching and Learning Department

Other Public Input:

- Kristin Miller Re: Middle school discipline
- Tori Bernstein Re: Staff cuts

Approval of Consent Agenda – 6:20 p.m.

Superintendent Thiele brought a Walk-on to the consent agenda and **Ms. Moore moved the Board approve the Personal Services Contract SEPA Responsible Official Services agreement/contract between the Issaquah School District and EA Engineering, Science, and Technology, Inc., PBS, as presented*. Ms. Moore additionally moved the consent agenda be approved, removing EL-3 Personnel and placing it on the regular agenda after EL-8 Communication and Support, as requested by Director Gallinger.** Ms. Maraldo seconded the motion, as amended, and the amended motion passed unanimously.

*The Board received a copy of the SEPA Responsible Office Services Agreement/Contract for review prior to this meeting, see Attachment A.

The regular consent agenda items are as follows:

1. Presented for information only the Budget Status Report for July 2021, as presented;
2. *Monitoring Report EL - 3 Personnel Administration pulled from consent by Dr. Gallinger and placed on the regular agenda after EL-8*
3. Approved the lease and easement agreement between the Issaquah School District and Puget Sound Energy, as presented;
4. Approved for payment General vouchers 417031 through 417827 in the total amount of \$8,303,545.35; Capital Projects vouchers 417136 through 417835 in the total amount of \$15,761,487.43; ASB vouchers 417170 through 417854 in the total amount of \$221,267.02; Payroll vouchers 189153 through 189223 in the total amount of \$3,214,047.08; Electronic Transfer – Payroll in the total amount of \$19,563,256.10; Electronic Transfer – Dept. of Rev in the total amount of \$35,747.33; Electronic Transfer – GF AP in the total amount of \$32,978.17; Electronic Transfer – CPF AP \$1,746.03; Electronic Transfer – ASB AP in the total amount of \$822.21;
5. Approved the Beaver Lake Middle School Change Order #2 from Cornerstone General Contractors, Inc., in the amount of \$59,727.15 plus \$6,032.44 WSST for a total of \$65,759.59, as presented;
6. Approved the Cedar Trails Elementary School/ES #16 Change Order #8 from Cornerstone General Contractors, Inc., in the amount of \$221,944.00 plus \$22,416.34 WSST for a total of \$244,360.34 as presented;
7. Approved the Cougar Mountain MS/MS #6 Change Order #14 from Cornerstone General Contractors, Inc., in the amount of \$1,333,548.28 plus \$134,688.37 WSST for a total of \$1,468,236.65 as presented;
8. Approved the Maple Hills Elementary School Change Order #7 from Cornerstone General Contractors, Inc., in the amount of \$125,733.20 plus \$10,938.78 WSST for a total of \$136,671.98, as presented;
9. Approved the minutes for the September 21 regular board meeting, as presented;
10. Approved the following gifts/donations: 1) \$23,000.00 has been donated for para professional support, 2) \$22,500.00 has been donated for para pro hours, 3) \$7,063.00 has been donated for women's assistant basketball coach, 4) \$8,940.00 worth of equipment has been donated, 5) \$12,955.72 worth of equipment has been donated, as presented;
11. Approved the Certificated Employee Contracts (2021-2022), as presented;*
12. Approved the Supplemental Contracts/Employment Agreements, as presented;*
13. Approved the Classified New Employee Contracts (2021-2022), as presented;*
14. Approved the Classified Resignations (2021-2022), as presented;*
15. Approved the agreement reached with the United Classified Worker of Washington, September 1, 2021 through August 30, 2024, as presented.

*personnel listings are available by clicking on the appropriate item on the electronic agenda for this meeting.

Establishment of the Agenda – 6:30 p.m.

As described during the consent agenda discussion, Dr. Gallinger pulled EL-3 Personnel off of the consent agenda and it was placed on the regular agenda after EL-8.

Summary of the Work Study- 6:30 p.m.

5:00 p.m. Work Study on the Special Education Recovery Update - recap
Present were Board President Suzanne Weaver, Directors Harlan Gallinger, Marnie Maraldo, Anne Moore and Sydne Mullings along with Superintendent Thiele and other members of the ISD administration. The session ended at 5:58 p.m. The Board recapped this session for the public.

Report Out on the Town Hall- 6:38 p.m.

The Board held a Town Hall meeting on September 30th at the IHS Performing Arts Center and reviewed this event for the public.

Report Out on the WSSDA Regional Meeting – 6:45 pm

All Board members attended the Washington State School Directors' Association (WSSDA) Regional Conference at the Puget Sound Educational Service District in Renton on October 6. They gave a brief summary for the public.

School Operations and COVID-19 Mitigation Updates – 6:55 p.m

Superintendent Thiele and other ISD Administrators gave an update on School Operations and COVID-19 Mitigation in the ISD, followed by Board discussion.

EL- 8 Communications and Support – 8:13 p.m.

Ms. Moore moved the Board accept the monitoring report EL-8 Communications and Support, as presented. Ms. Maraldo seconded the motion and the motion passed unanimously.

The Board and Administration discussed EL-8 prior to the motion and vote.

EL-3 Personnel – 8:52 p.m.

Ms. Moore moved the Board accept the annual internal monitoring report for EL-3 Personnel Administration, as presented. Ms. Maraldo seconded the motion. After Board discussion Ms. Maraldo laid the question on the table. This item will return on the October 28 regular board meeting agenda.

Dr. Gallinger requested this item be pulled from the consent agenda and discussed during the regular meeting. After discussion, it was decided that additional data will be provided with regard to the Danielson Framework and evaluations, and the data with regard to complaints and concerns will be checked. EL-3 will come back on the regular agenda during the October 28 board meeting.

Legislative Matters – 9:26 p.m.

Dr. Gallinger brought forward items regarding legislation as it pertains to education.

Ms. Maraldo spoke about a letter the National School Board Association recently wrote to President Biden regarding the treatment of public volunteer school board directors.

Works in Progress – 9:51 p.m.

Superintendent Thiele gave a brief report on current events in the ISD.

Announcements and Correspondence – 9:56 p.m.

This list represents correspondence received collectively by the Board Directors since the last board meeting:

- | | |
|-------------------|--|
| • L. Gaffney | Re: Outdoor lunch volunteer support |
| • L. Campbell | Re: Jake Kuper Facebook post |
| • C. Pittman | Re: LHS lunchtime/parking & garbage issues |
| • K. Bennett | Re: Substitute teacher shortage |
| • P. Charbonneau | Re: Invitation to NAMI Eastside 2021 Gala |
| • F. Thoreson (2) | Re: Dyslexia |
| • J. McAleer | Re: Busses |
| • C. May | Re: Board/Teacher Listening Session |
| • K. Shriber | Re: Dyslexia |
| • K. Shriber | Re: Town Hall |
| • K. Minnaar | Re: Dyslexia |
| • S. Porter | Re: Dyslexia |
| • T. Anderson | Re: Dyslexia |
| • A. Hall | Re: Sammamish Police Chief – meeting |
| • S. Campbell | Re: Teacher Listening session feedback |
| • K. Harmon | Re: Challenges this school year |
| • A. Korb | Re: 6 th grade PE |
| • D. Miller | Re: Middle school discipline |
| • Issaquah PTSA | Various emails regarding meetings |

The following emails were reported by individual Board Directors:

- | | |
|----------------|--|
| • P. Maier | Re: State School Board election |
| • S. Karr | Re: ISD COVID-19 Dashboard |
| • M. Negrila | Re: City of Issaquah Hispanic Poetry Night |
| • M. Wilkinson | Re: Thank you for info on class size |
| • M. Saxon | Re: ISD Board candidate forums |

Calendar and Future Agenda Items – 9:57 p.m.

- **Ms. Moore moved the Board change the October 28, 2021 board meeting start time from 6:00 p.m. to 6:30 p.m. with the work study starting at 5:00 p.m.** Ms. Maraldo seconded the motion and the motion passed unanimously.

- **Ms. Moore moved the November 9 regular board meeting be changed to November 15, beginning at 6:00 p.m.** Ms. Maraldo seconded the motion and the motion passed unanimously.
- 10/21, 10:00 a.m. via Zoom, meeting with Senator Wellman and Rep. Thai, Director Gallinger, Director Maraldo and Superintendent Thiele
- 10/28, 1:00 p.m. via Zoom, meeting with Rep. Senn, Director Gallinger, Director Weaver and Superintendent Thiele
- Dr. Gallinger plans to represent the Board at the NSBA Advocacy Conference in January of 2022.
- **Board Town Hall – Liberty Attendance Area**
Ms. Moore moved the Board hold a Town Hall on November 30 from 7:00 to 8:30 p.m. in the Liberty attendance area. Ms. Maraldo seconded the motion and the motion passed unanimously.

If available, the Board would like to hold the Town Hall at the LHS Theater.

Adjournment - 10:05 p.m.

These minutes were approved as presented during the October 28, 2021 board meeting.

Attachment A

**PERSONAL SERVICES CONTRACT
SEPA RESPONSIBLE OFFICIAL SERVICES**

THIS CONTRACT (the "Agreement" or "Contract") is made and entered into by and between ISSAQUAH SCHOOL DISTRICT NO. 411, a political subdivision of the State of Washington (the "District"), and EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC., PBC, licensed in Washington as a foreign profit corporation ("EA") (collectively, the "Parties").

WHEREAS, the District has adopted Regulation 6890, State Environmental Policy Act Compliance, consistent with and to implement chapter 43.21C RCW and chapter 197-11 WAC (the "SEPA Laws"); and

WHEREAS, consistent with the SEPA Laws, the District acts as Lead Agency for certain project and nonproject actions initiated by the District; and

WHEREAS, Section 3 of Regulation 6890 designates the District's Superintendent or his/her designee as the District's SEPA Responsible Official, and adopts by reference the definition of Responsible Official in WAC 197-11-788 and the designation of the Responsible Official set forth in WAC 197-11-910; and

WHEREAS, EA provides professional environmental, compliance, natural resources and infrastructure engineering and management solutions to a wide range of public and private sector clients across the State of Washington and nationally; and

WHEREAS, EA regularly advises public entities on both project and nonproject land use planning actions;

WHEREAS, EA's Manager of Planning and Environmental Review, Rich Schipanski, has over thirty years of land use assessment, environmental analysis, permitting, and project management/coordination experience for a wide range of public and private sector projects; and

WHEREAS, a significant portion of Rich Schipanski's work includes assisting SEPA lead agencies in the environmental review process including advising as to the SEPA Threshold Determination and preparing SEPA compliance documents; and

WHEREAS, the District desires to contract with EA, with Rich Schipanski as its primary contact, to perform SEPA Responsible Official duties for the District's High School No. 4 and Elementary No. 17 project (the "School Project"); and

WHEREAS, the District and EA desire to enter into this Agreement for the District to retain and EA to provide professional services including delegated authority, advice, technical analysis, recommendations, and opinions as further described herein.

NOW, THEREFORE, the District and EA agree as follows:

I. Scope of Services. EA agrees to provide professional planning services related to the School Project as the contracted and designated SEPA Responsible Official. EA's performance of such SEPA Responsible Official services shall include without limitation working with District staff, legal counsel, and the various consultants contacted by the District or the School Project architect to provide professional discipline services in the planning and design of the School Project, all in a manner to be informed and to make threshold determinations including mitigating measures as applicable, supervise scoping and preparation of any required environmental impact statements, and perform any and all other functions assigned to the "lead agency" or the "responsible official" by those sections of the SEPA Laws adopted by reference in Regulation 6890 (collectively, the "Services"). Without limiting the foregoing, EA understands and agrees that the Services may include participating in litigation relating to the School Project including defense of the SEPA Responsible Official's duties and the threshold determination.

For purposes of the School Project, the Superintendent hereby formally designates EA, acting by and through Rich Schipanski, as the District's SEPA Responsible Official as of the Effective Date.

The District may, from time to time, request EA's services as SEPA Responsible Official for other project or nonproject actions for which the District is lead agency. Any such request shall be formalized in a written amendment to this Agreement.

II. Term of Agreement. EA shall provide the Services commencing on the Effective Date and continuing thereafter through October 30, 2024 (the "Term") unless this Agreement is terminated earlier as provided herein; provided that, the Parties may mutually agree to extend the Term by written amendment to this Agreement.

III. Reporting and Management of SEPA Responsible Official Services. For purpose of performing under this Agreement, EA shall be responsible to the Superintendent, who at all times retains the right to control the details of EA's work in providing the Services. The Superintendent shall be responsible for monitoring EA's performance to ensure compliance with all provisions under this Agreement and for authorizing all work.

IV. Performance Standards; Subcontracting. EA's Services shall be performed in accordance with generally accepted professional standards and the terms and conditions of this Agreement. The Services shall be performed in a time-sensitive and discrete manner. EA shall be solely responsible for the safety of its own personnel, equipment, agents, independent contractors, and subcontractors, and shall be solely responsible for general public health, safety, and welfare related to or arising from its acts or omissions. EA understands and agrees that it shall abide by all federal, state, and local laws and requirements, including without limitation those related to the SEPA Laws and Regulation 6890. Notwithstanding any term contained herein, EA shall not use subcontractors to perform any portion of the Services unless written approval is provided by the District, and in no case may the role of SEPA Responsible Official be performed by a subcontractor. In the event that any subcontractor is so approved, the subcontractor shall be deemed an agent of EA for all purposes hereunder.

V. Independent Contractor. This Agreement is entered into by the Parties with the

understanding that EA is entering into this Agreement as an independent contractor and the Agreement is not subject to fringe benefits or withholding of any kind. Although EA remains at all times an independent contractor of the District, the Parties further understand that in providing the Services under this Agreement, EA is serving as the designated SEPA Responsible Official and performing services that otherwise would have been performed by a District officer or employee. Thus, this Agreement is further entered into by the Parties with the understanding that, in performing the Services, EA is serving as a functional equivalent of a District employee and as an agent of the District. All terms and conditions governing this Agreement are contained within this written Agreement and the Exhibit(s) attached hereto and there are no other conditions, oral or written, which have been made by either party in connection with this Agreement.

VI. Compensation.

A. EA shall bill on an hourly basis for the Services performed hereunder, using the billing rates identified in Exhibit A attached hereto and incorporated herein by this reference. On a monthly basis, EA shall provide the District with a detailed invoice of Services performed in the prior month. The District shall, upon receipt and verification, process invoices for payment within thirty (30) days of receipt. The District shall not be required to pay any other amount for the Services.

B. EA shall be responsible and liable for any and all federal, state and local income and excise taxes due on the part of EA as a result of EA's performance under this Agreement. EA agrees to provide the District with EA's Federal Tax Identification Number and Washington Business License Number. EA also agrees to be responsible for collection and remittance of any applicable sales taxes due on the part of EA to the Washington Department of Revenue as a result of EA's performance of this Agreement. EA shall maintain its own workers' compensation coverage. The District shall not be responsible for any workers' compensation maintenance or coverage related to EA or any of its agents, servants, students, employees or volunteers.

VII. Records and Deliverables; Proprietary Information and Confidentiality.

A. All data, reports, deliverables of any kind, and/or work products shared or created as a result of the performance of this Agreement shall be considered the sole property of the District. All information gathered, compiled, or reviewed by EA, shall be considered proprietary information of the District. EA shall at all times keep District proprietary information strictly confidential. No reports, information, or data shall be published, disseminated, divulged, or otherwise made available to outside third parties without written permission from the District's Superintendent. Without limiting the foregoing, the District shall have access to and, upon request, copies of all records, including electronic files, of EA related to the Services.

B. In the event the District learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by EA pursuant to this Agreement may be of evidentiary value, the District may issue written notice to EA of such circumstance and direct EA to "hold" such records. In the event EA receives such written notice, EA shall abide by all directions therein whether or not such written notice is received at a time when a contract between the District and EA is in force.

C. EA acknowledges that the District a governmental entity and as such is subject to the requirements of the Public Records Act, chapter 42.56 RCW. Accordingly, EA understands that to the extent a proper request is made, the District may be required by virtue of the Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the District by EA that EA might regard as confidential or proprietary. To the extent that EA provides any records to the District that it reasonably believes or regards as confidential or proprietary, it agrees to conspicuously mark the records as such. EA also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of the District's release of records covered by the Public Records Act. The District agrees to take all reasonable steps to notify EA in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by EA as confidential or proprietary, so that EA may seek a judicial order of protection if necessary.

D. EA shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

VIII. Termination. The District shall have the right to unilaterally terminate this Agreement without cause with thirty (30) days' notice. In the event of such a termination, the District shall pay EA based on Services completed prior to the date of termination, using the fees specified in Exhibit A.

The District may immediately terminate this Agreement for cause, which shall include EA's failure to comply with the terms of this Agreement, EA's failure to perform under this Agreement, and EA's engagement in illegal or similarly prohibited activity in any way related to the performance of this Agreement. In the case of termination for cause, the District will compensate EA for work satisfactorily completed, as determined by the District in its sole discretion, up to the date of notice of termination. Upon receiving notice of termination for cause, EA shall cease immediately from undertaking any further performance under this Agreement. Any expenses or obligations incurred after EA's receipt of notice of termination for cause will be the sole responsibility of EA.

No termination by the District, whether for cause or as otherwise described herein, shall entitle EA to recover for any lost or anticipated profit for services. EA, upon termination by the District, shall only be entitled to recover for actual costs of Services completed at the time of termination. Upon termination, EA shall transfer all information, reports, and data related to or regarding the District or the School Project to the District's Superintendent.

IX. Insurance. Prior to the commencement of this Agreement, and throughout the entire term of this Agreement, EA shall procure and maintain the insurance described below. Such insurance shall be in a form and with insurers acceptable to the District and shall comply with the following minimum requirements.

A. EA shall maintain Professional Liability Insurance or Professional Errors and Omissions coverage appropriate to EA's profession and shall be written subject to limits of not less than \$1,000,000 per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit. The coverage shall apply

to liability for a professional error, act or omission arising out of the scope of EA's Services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of EA's Services or within the scope of EA's Services as defined herein. The policy shall state that coverage is claims made, and state the retroactive date. EA is also required to buy claims made professional liability insurance for a period of 36 months after completion of the Services, which can be satisfied by the continuous purchase of the above-referenced insurance for an extended reporting period.

B. EA shall obtain and maintain a commercial general liability insurance policy with reputable insurers reasonably acceptable to the District with policy limits of not less than \$1,000,000 each occurrence for bodily injury and \$1,000,000 each occurrence for damage to property, or, alternatively, \$2,000,000 combined single limit each occurrence for bodily injury and property damage combined. The policy shall be the "occurrence" form and shall include coverage for premises and operations, contractual liability (including insurable contractual liability assumed in this Agreement), broad form property damage, and products and completed operations.

C. If licensed vehicles will be used by EA during the term of this Agreement, and at all times when such vehicles are operated on the District's property, or on behalf of the District, EA shall maintain automobile liability insurance covering all owned (if any), rented, and non-owned vehicles with policy limits of not less than \$1,000,000 combined single limit for bodily injury and property damage combined, or, if limits are obtained on a per person and per accident basis, not less than \$1,000,000 per person and per accident for bodily injury, and \$500,000 per accident for property damage.

D. EA shall at all times comply fully with applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations, if any. Such workers' compensation and occupational disease requirements shall include coverage for all employees of EA suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement by EA. Except to the extent prohibited by law, EA's program(s) for compliance with workers' compensation and occupational disease laws, statutes, and regulations shall provide for a full waiver of rights of subrogation against the District, its subsidiaries, officers, and employees.

If EA fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations, and the District incurs liability or fines or is required by law to provide benefits to such employees or to obtain coverage for such employees, EA shall indemnify the District for such fines, payment of benefits to EA's employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed to the District by EA pursuant to this indemnity may be deducted from any payments owed by the District to EA for performance of the Agreement.

E. The following general requirements shall be applicable to all coverages referenced in this Section IX:

(1) The above-referenced insurance policies shall be primary and not contributory to any insurance or program of self-insurance maintained by the District.

(2) Any deductible or retention in excess of \$25,000 per occurrence or accident under any of the above required coverages shall be subject to the approval of the District prior to the commencement of the Agreement.

(3) All deductibles and premiums associated with the above coverages shall be the responsibility of EA

(4) The above referenced insurance limits shall not in any way limit the liability of EA or the liability of any EA subcontractor during their performance under this Agreement. Where any subcontractor is retained by EA as may be authorized by the District in writing, EA shall either require such subcontractor to assume the same insurance obligations on behalf of the District as are required of EA herein, or extend its insurance to cover any subcontractor retained by EA.

F. Prior to the inception of this Agreement, EA shall provide to the District certificates of insurance with endorsements attached evidencing full compliance with the insurance requirements contained herein. Such certificates shall be kept current throughout the entire period of the Agreement, and shall provide that the carrier will endeavor to provide at least thirty (30) days advance notice to the District if the coverage is to be canceled or materially altered so as not to comply with the foregoing requirements. Where such insurance is to waive rights of subrogation, the certificate shall expressly reflect in writing the insurers' acceptance of such requirements. Failure by EA to furnish certificates of insurance with endorsements attached or failure by the District to request the same shall not constitute a waiver by the District of the insurance requirements set forth herein. In the event of such failure on the part of EA, the District expressly reserves the right to enforce these requirements.

X. Hold Harmless. EA agrees to hold harmless, pay the defense costs of and indemnify the District, and its directors, officers, and employees, from and against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable attorney's fees and expenses associated therewith or with successfully establishing the right to indemnification hereunder, for bodily injury or death to any person (and including specifically bodily injury or death to any employee of EA or any subcontractor thereof), or damage to property of any person that arises out of or is in any way connected with the work to be performed under this Agreement, except to the comparative extent such claims, suits, actions, proceedings or liabilities result from the negligence or willful acts of the District.

EA shall further hold harmless, pay the defense costs of and indemnify the District from and against any and all suits, claims, actions, or liabilities whatsoever, including reasonable attorney's fees and expenses incurred in connection therewith or with successfully establishing the right to indemnification hereunder, which arises out of the breach or default by EA in the performance of any obligation to be fulfilled by EA under this Agreement, except to the comparative extent such claims, suits, actions, proceedings or liabilities result from the negligence or willful acts of the District.

The indemnities set forth in this Section X shall survive and shall be enforceable beyond the termination or completion of this Agreement.

XI. Dispute Resolution. In the event any dispute regarding this Agreement cannot be resolved by informal methods, then prior to commencing litigation or taking any administrative action, the aggrieved party shall notify the other party's representative in writing of the particulars of the grievance, and the other party shall reply in writing within ten (10) working days, setting forth its position and stating what, if any, action it will take with respect to the grievance. The aggrieved party shall respond in writing, indicating its satisfaction or dissatisfaction, as the case may be; in the event the aggrieved party is dissatisfied, the Parties shall then meet in person and confer in good faith to resolve their differences before litigation is commenced.

XII. Notice. All communication, notices, coordination, and other aspects of this Agreement shall be managed by the Parties' representatives. Either party may change or substitute its representative at any time during the term of this Agreement by providing written notice to the other party.

District's representative:

Ron Thiele
Superintendent
Issaquah School District No. 411
5150 220th Ave SE
Issaquah, WA 98029
Phone: 425-837-7000
Email: thieler@issaquah.wednet.edu

EA's representative:

Rich Schipanski
Manager, Planning and Environmental Review
EA Engineering
2200 6th Avenue, Suite 707
Seattle, WA 98121
Phone: 206-452-5345
Email: rschipanski@eaest.com

XIII. Miscellaneous.

A. This Agreement is not assignable or delegable without written consent from all Parties.

B. This Agreement expresses the Parties' complete and integrated agreement and understanding of the Agreement terms. Other terms, conditions, or duties, oral or written, not incorporated within this writing, will not be considered a part of the Parties' agreement and will be ineffective.

C. This Agreement may not be amended or modified unless the Parties agree in a separate writing, signed by both Parties, and the amendment is incorporated by reference as an additional attachment to this Agreement.

D. This Agreement is made under and shall be governed by the laws of the State of Washington. King County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the venue for any such litigation shall be the King County Superior Court in Seattle, Washington.

E. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall

not be affected, and the Parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

F. This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together, shall constitute the entire instrument. The Effective Date shall be the date of the last signature below.

SIGNATURES FOLLOW

ISSAQUAH SCHOOL DISTRICT NO. 411

By: _____

Ron Thiele, Superintendent

Date: _____

EA ENGINEERING, SCIENCE, AND
TECHNOLOGY, INC., PBC

By: _____

Tim McCormack, NW Operations Manager

Date: _____

Exhibit A: Billing Rates

EXHIBIT A
EA BILLING RATES

Name	Rate
Rich Schipanski, Planner VI	\$215
Michele Sarlitto, Planner IV	\$175
Jeff Ding, Planner IV	\$140