

**ABERDEEN SCHOOL DISTRICT NO. 5
ABERDEEN, WASHINGTON**

Regular Meeting of the Board of Directors
Community Room, Aberdeen High School
July 11, 2023, 6 p.m.

AGENDA

6:00 p.m. Call to Order

Flag Salute

Consent Agenda

1. Minutes
2. Accounts Payable

Comments from Board Members

Presentations / Comments from the Public

Comment on agenda items is welcome at this time. Please sign up on the sheet provided at the entrance to the meeting and specify the agenda item you wish to address. Please limit your comments to three minutes. Comment on all matters is welcome via email to schoolboard@asd5.org.

Old Business

Superintendent's Report

Financial Services

1. [2023-2024 Budget Presentation](#)

Athletics and Activities

1. [Digital Ticket Agreement](#)

New Business

1. [Washington State School for the Blind Agreements](#)
2. [2023-2024 ECEAP Contract](#)
3. [GEAR UP Services Agreement](#)
4. [2023-2024 Soliant Agreement](#)
5. [Soliant Service Providers](#)
6. [Residential Placement Agreement](#)
7. [Hopkins Flooring Bid](#)
8. [A.J. West Flooring Bid](#)

Board Meeting Agenda
July 11, 2023

9. [Stewart Building Painting Project](#)
10. Next Meeting

Executive Session / Closed Session

Personnel Matters

1. [Personnel Report](#)
2. [Assignment Exceptions](#)

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5
BOARD INFORMATION AND BACKGROUND

July 11, 2023, 6 p.m.

Call to Order

Flag Salute

Consent Agenda – [Enclosure 1](#)

1. Minutes – The minutes from the regular meeting on June 20, 2023, are enclosed for your review and approval.
2. Accounts Payable – Accounts payable for June are enclosed for your review and approval.

Comments from the Board

Comments from the Public

The Board welcomes public comment on agenda items at this time. Please sign up on the sheet provided at the entrance to the meeting and indicate the agenda item you wish to address. Please limit your comments to three minutes.

Written public comment on both agenda and non-agenda matters is also welcome via email. Comments should be submitted to schoolboard@asd5.org before noon on the day of the meeting and will be included in the public record.

Individual student matters or complaints against employees should not be brought forward at a public meeting. The Superintendent's Office or board president should be contacted directly.

Old Business

Superintendent's Report

Financial Services

1. Budget Presentation – Executive Director of Business and Operations Elyssa Louderback will present an overview of the draft 2023-2024 budget for the Board's information and discussion.

Athletic and Activities

2. Digital Ticket Agreement – An agreement with Huddle to offer digital ticket sales for events through its GoFan site is presented for your consideration and approval.
[Enclosure 2](#)

New Business

1. WSSB Agreements – Two agreements with the Washington State School for the Blind are presented for your review and approval.
 - a. An agreement for WSSB to provide an orientation and mobility instructor serving blind and low-vision students and provide training for staff. [Enclosure 3](#)
 - b. An agreement for WSSB to provide a teacher to serve students with visual impairments. [Enclosure 4](#)
2. ECEAP Contract – An agreement with the state Department of Children, Youth and Families for the District to provide the Early Childhood Education and Assistance Program (ECEAP). [Enclosure 5](#)
3. GEAR UP Services Contract – A personal services contract with Ann Taylor to provide consulting and planning services under the GEAR UP grant is presented for your review and approval. [Enclosure 6](#)
4. Soliant Agreement – An agreement with Soliant to provide special services professionals during the 2023-2024 school year is presented for your review and approval. [Enclosure 7](#)
5. Soliant Providers – Agreements for the placement of two Soliant employees in the District are presented below for your review and approval: [Enclosure 8](#)
 - a. Laura Land as a speech language pathologist.
 - b. Andria Hainey as a certified occupational therapy assistant.
6. Devereux Agreement – An agreement with Devereux Advanced Behavioral Health for the residential placement of two students in 2023-2024 is presented for your review and approval. [Enclosure 9](#)
7. Hopkins Flooring Bid – The low bid from the Beresford Company of Seattle to install new flooring at the Hopkins Building is presented for your review and approval. [Enclosure 10](#)
8. A.J. West Flooring Bid – A bid from the Beresford Company of Seattle to install new flooring at A.J. West Elementary School is presented for your review and approval. [Enclosure 11](#)
9. Stewart Building Painting Project – A bid from the Alba Painting and Coatings company of Edmonds to paint the Stewart Building is presented for your review and approval. [Enclosure 12](#)
10. Next Meeting – The next regular meeting is scheduled for Tuesday, July 25, and will include a public hearing on the 2023-2024 budget in the Community Room at Aberdeen High School.

Executive Session / Closed Session

At this time the meeting will recess for an executive session expected to last 30 minutes under RCW 42.30.110 (g): To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

1. Personnel Report [Enclosure 13](#)
2. Assignment Exceptions [Enclosures 14](#)
 - a. Mark Borgens
 - b. William Rabung
 - c. Robert Sutlovich

ABERDEEN SCHOOL DISTRICT NO. 5

Minutes of the Regular Meeting of the
Board of Directors – June 20, 2023

Vice President Suzy Ritter convened the regular meeting of the Aberdeen School District Board of Directors at 6:00 p.m. Tuesday, June 20, 2023, in the Community Room at Aberdeen High School. In attendance were Annica Mizin, and Jeremy Wright, along with Superintendent Jeffrey Thake and 21 patrons and staff. Directors Jennifer Durney and Jessica Jurasin were excused.

The meeting began with the flag salute.

On a motion by Annica Mizin and seconded by Jeremy Wright, the Board approved the Consent Agenda, which included the minutes from the regular meeting on June 6, 2023, May payroll vouchers 834561 through 834590 totaling \$4,137,308.42, General Fund vouchers 834560, 834591, 834616, 834618 through 834712 and 834714 totaling \$993,946.78; ASB Fund vouchers 834595 through 834615, 834617 and 834715 totaling \$50,945.23; Transportation Fund vouchers 834593 through 834594 totaling \$231,406.69; a Capital Projects Fund voucher 834713 in the amount of \$2,705.00 and a Private Purpose Trust Fund voucher 834592 in the amount of \$100.00, and correspondence from the Port of Grays Harbor regarding creation of a new Tax Improvement District and from OSPI and the Washington State Patrol praising the district’s safety and maintenance of its bus fleet.

The Board discussed the graduation ceremonies for Aberdeen High School and the Harbor Learning Center.

Conner Otey, an MTSS assistant at Miller Junior High School, along with two students, presented a request from the Associated Student Body seeking approval to start a club featuring the tabletop roleplaying game Dungeons and Dragons. Discussion centered on the social-emotional aspects of table-top games. The Board tabled the matter to the July 25 meeting when all members should be present.

Superintendent Thake commented that graduation was very well done and noted that a budget workshop is planned for 6 p.m. Tuesday, July 11.

Superintendent Thake reported on the research and discussions taking place on whether to continue using Yondr pouches for cell phones at the high school. He said he’s undecided on how best to keep cell phones from being a disruption at school, but is asking the high school administration for their thoughts and planning on how to foster better digital citizenship.

Superintendent Thake presented the Fiscal Status Report for May. With 75 percent of the year elapsed, the District has received 64.12 percent of budgeted revenue and is at 74.74 percent of expenditures. He reported ending fund

CALL TO ORDER

CONSENT AGENDA

COMMENTS FROM
BOARD MEMBERS

NEW CLUB AT
MILLER

SUPERINTENDENT
REPORT

23-24 BUDGET
UPDATE

FISCAL STATUS
REPORT

balances of \$2,035,464.73 in the General Fund, \$470,753.11 in the Capital Projects Fund, \$2,589,889.87 in the Debt Service Fund, \$371,993.71 in the Associated Student Body Fund and \$426,044.65 in the Transportation Vehicle Fund. Under enrollment, he reported that the average annual FTE for June came in at 3142.05, which is 57.05 more than budgeted.

On a motion by Annica Mizin and seconded by Jeremy Wright, the Board approved the 2023 summer sports offerings.

Human Resources Director Christi Sayres provided information about the implementation of Policy 5515 Workforce Traumatic Stress, which is a new policy intended to support the well-being of staff.

On a motion by Annica Mizin and seconded by Jeremy Wright, the Board authorized the District to take part in the Washington Guaranteed Admissions Program.

On a motion by Jeremy Wright and seconded by Annica Mizin, the Board approved an agreement with Grays Harbor College to continue the Bachelor of Applied Science in Teacher Education program in 2023-2024.

On a motion by Annica Mizin and seconded by Jeremy Wright, the Board approved an agreement with Harbor Regional Health for Rehab Visions to serve students in 2023-2024.

On a motion by Jeremy Wright and seconded by Annica Mizin, the Board approved renewal of the agreement with South Sound Parent-to-Parent to work with families of special needs children Birth to 2 years old.

On a motion by Annica Mizin and seconded by Jeremy Wright, the Board approved the purchase of 200 Chromebooks from Zones LLC of Dallas, Texas.

On a motion by Jeremy Wright and seconded by Annica Mizin, the Board awarded the contract to paint Robert Gray Elementary School to Alba Painting & Coatings of Edmonds, Washington.

On a motion by Annica Mizin and seconded by Jeremy Wright, the Board approved a recommendation from the Business Office declaring itemized equipment and other items as surplus and no longer needed for an educational purpose.

The next meeting of the Board is scheduled for 6 p.m. Tuesday, July 11, in the Community Room at Aberdeen High School. The agenda will include a budget presentation and discussion.

SUMMER SPORTS

POLICY 5515
WORKFORCE
TRAMATIC STRESS

WA GAP PROGRAM

GRAYS HARBOR
COLLEGE MOU

REHABILITATION
SERVICES

SSP2P AGREEMENT

CHROMEBOOK
PURCHASE

ROBERT GRAY
PAINT BID

SURPLUS
EQUIPMENT

NEXT MEETING

At 6:32 p.m., Vice President Ritter recessed the meeting for an executive session expected to last 30 minutes under RCW 42.30.110 (g) (to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. The meeting reconvened in regular session at 7:02 p.m.

EXECUTIVE
SESSION

On a motion by Jeremy Wright and seconded by Annica Mizin, the Board voted to approved the Personnel Report. Under administrative matters, the Board approved the hiring of Darby Carroll as the principal (.2 fte) at Hopkins Preschool effective July 1.

PERSONNEL
REPORT

Under certificated matters, the Board approved the hiring of Jeremy Corman as the French teacher (.2 fte), Eric Jackson as the online teacher, and James Martin as the PE/Health teacher at Aberdeen High School effective August 30; approved the hiring of Darby Carroll as the preschool coordinator (.8 fte) at the Hopkins Building effective August 30; approved the hiring of Todd Bridge and Rick Stallo as Social Studies teachers for summer school at Aberdeen High School effective June 20, Robert Sutlovich as the Online teacher for summer school at Grays Harbor Academy effective June 20, and Linda Hayes as the Special Education teacher for summer school at the Detention Center effective June 16; and accepted the resignation of Karen Ellingson as a teacher at Harbor High School at St. Mary's School effective June 15.

CERTIFICATED

Under classified matters, the Board approved the hiring of Kristin Hansen as the Human Resources assistant effective July 1, Ryan McGraw as the GEAR UP secretary at Aberdeen High School effective August 30, Liza Glowaki and Paula Raynor as para-educators at Miller Junior High School effective August 30, Michael Goings and Shanna Lynch as para-educators at McDermoth Elementary School effective August 30, and Jacqueline Clemens, Judith Marti and Kelli Rohr as para-educators at Robert Gray Elementary School effective August 30; approved assignment changes for Troy Kaufman from custodian at Aberdeen High School to McDermoth Elementary School effective June 20 and Jonathan Lawrence from custodian at McDermoth Elementary School to Miller Junior High School effective June 20; Kathryn Boyer as a Food Service worker for summer school effective June 16 and Jacqueline Clemens as a STEM Camp para-educator for summer school effective June 9, Angie Evans and Casey Summers as Food Service worker/drivers for summer school effective June 19, and Leslie Lujan as a cook effective June 16; approved a change in the retirement date for Doris Daly, the administrative assistant in the Business Office, to be effective December 31; approved the retirement of Machel Tikka as a para-educator at McDermoth Elementary School effective August 15; accepted resignations from Batseba Arevalo as a Student Family Support Assistant at Aberdeen High School effective August 29, Ann Hile as a para-educator at Miller Junior High School effective May 9, Abby Jennings as a para-educator at A.J. West Elementary School effective August 15 and Danayeli Juarez as a Student Family Support Assistant at the Hopkins Building effective August 18.

CLASSIFIED

Aberdeen School Board Minutes
June 20, 2023

On a motion by Jeremy Wright and seconded by Annica Mizin, the Board approved a 2023-2026 contract for Superintendent Jeffrey Thake.

SUPERINTENDENT
CONTRACT

There being no further business, the regular meeting was adjourned at 7:02 p.m.

ADJOURN

Jeffrey Thake, Secretary

Jennifer Durney, President

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of July 11, 2023, the board, by a _____ vote, approves payments, totaling \$2,136,748.86. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE:
Warrant Numbers 834716 through 834716, totaling \$2,136,748.86

Secretary _____ Board Member _____
Board Member _____ Board Member _____
Board Member _____

Check Nbr	Vendor Name	Check Date	Check Amount
834716	1ST SECURITY BANK PAYROLL/PERS	06/29/2023	2,136,748.86
1	Computer	Check(s) For a Total of	2,136,748.86

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of July 11, 2023, the board, by a _____ vote, approves payments, totaling \$2,148,006.97. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE:
Warrant Numbers 834717 through 834745, totaling \$2,148,006.97

Secretary _____ Board Member _____
Board Member _____ Board Member _____
Board Member _____

Check Nbr	Vendor Name	Check Date	Check Amount
834717	1st Security Bank-Child Suppo	06/30/2023	1,441.00
834718	Aberdeen High School-AHS Schol	06/30/2023	80.00
834719	Aberdeen School District-SERS	06/30/2023	167,245.48
834720	Aberdeen School District-TRS	06/30/2023	454,094.53
834721	Aberdeen School District Defer	06/30/2023	29,667.00
834722	AUTOMATED ACCOUNTS	06/30/2023	291.32
834723	Bank Of The Pacific	06/30/2023	746,292.49
834724	Cnty/city Mun Ees	06/30/2023	3,335.32
834725	Dynamic Collectors	06/30/2023	2,459.73
834726	E.S.D.#113 Unemployment Coop	06/30/2023	19,686.19
834727	Ed.Serv.Dist.#113	06/30/2023	30,818.68
834728	Employment Security	06/30/2023	24,471.70
834729	First Choice Health	06/30/2023	1,408.00
834730	GESA	06/30/2023	5,885.00
834731	Grimm Collections	06/30/2023	868.68
834732	HCA-SEBB BENEFITS-600D01	06/30/2023	588,982.00
834733	HCA-SEBB FLEX SPEND-600D01	06/30/2023	2,655.26
834734	Legal Shield	06/30/2023	63.80
834735	Pse Of Wa	06/30/2023	5,705.82
834736	The Standard Insurance Company	06/30/2023	6,774.81
834737	Tsa Consulting Group Inc	06/30/2023	15,552.00
834738	Twin Star Credit Union	06/30/2023	260.00
834739	Twin Star Scholarship Acct	06/30/2023	61.50
834740	Twinstar Pse Local Dues	06/30/2023	61.00
834741	United Way	06/30/2023	347.38
834742	Veba Contributions-Y1286.001	06/30/2023	15,030.36
834743	Wa State School Ret Assn	06/30/2023	70.00
834744	Wea Chinook	06/30/2023	40.80
834745	Wea Payroll Deductions	06/30/2023	24,357.12

29 Computer Check(s) For a Total of 2,148,006.97

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of July 11, 2023, the board, by a _____ vote, approves payments, totaling \$589.58. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: PRIVATE PURPOSE TRUST Warrant Numbers 834746 through 834746, totaling \$589.58

Secretary _____ Board Member _____
Board Member _____ Board Member _____
Board Member _____

Check Nbr	Vendor Name	Check Date	Check Amount
834746	Harbor Awards & Engraving	07/12/2023	589.58
1	Computer	Check(s) For a Total of	589.58

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of July 11, 2023, the board, by a _____ vote, approves payments, totaling \$22,943.99. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: ASB FUND
Warrant Numbers 834747 through 834759, totaling \$22,943.99

Secretary _____ Board Member _____
Board Member _____ Board Member _____
Board Member _____

Check Nbr	Vendor Name	Check Date	Check Amount
834747	2A Evergreen Conference	07/12/2023	7,597.75
834748	Aberdeen S.D.#5	07/12/2023	1.14
834749	Aberdeen School District #5 -	07/12/2023	200.00
834750	Aberdeen School District #5	07/12/2023	979.31
834751	Aberdeen High School (asb)	07/12/2023	340.00
834752	Harbor Awards & Engraving	07/12/2023	1,350.64
834753	Harbor Blooms & Gifts	07/12/2023	148.34
834754	Hoquiam High School	07/12/2023	300.00
834755	Instrumentalist Awards, LLC -	07/12/2023	370.00
834756	Opal Art Glass Llc	07/12/2023	599.50
834757	Shelton High School-ASB	07/12/2023	190.00
834758	TAYLOR PUBLISHING CO/DBA BALFO	07/12/2023	1,215.31
834759	Washington Officials Associati	07/12/2023	9,652.00
13	Computer	Check(s) For a Total of	22,943.99

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of July 11, 2023, the board, by a _____ vote, approves payments, totaling \$83,270.80. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE:
Warrant Numbers 834760 through 834762, totaling \$83,270.80

Secretary _____ Board Member _____
Board Member _____ Board Member _____
Board Member _____

Check Nbr	Vendor Name	Check Date	Check Amount
834760	Payroll Warrant	07/03/2023	4,532.65
834761	1ST SECURITY BANK PC	07/12/2023	61,145.89
834762	1ST SECURITY BANK PC	07/12/2023	17,592.26
3	Computer	Check(s) For a Total of	83,270.80

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of July 11, 2023, the board, by a _____ vote, approves payments, totaling \$403,675.21. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: GENERAL FUND
Warrant Numbers 834763 through 834810, totaling \$403,675.21

Secretary _____ Board Member _____
Board Member _____ Board Member _____
Board Member _____

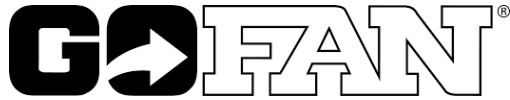
Check Nbr	Vendor Name	Check Date	Check Amount
834763	ACHETYPE INNOVATIONS LLC	07/12/2023	2,200.00
834764	Airgas Usa, Llc	07/12/2023	3.00
834765	Alba Paintings & Coatings	07/12/2023	85,082.40
834766	Amazon Capital Services	07/12/2023	7,826.35
834767	Apple Computer Inc	07/12/2023	1,089.71
834768	Aramark Uniform Services	07/12/2023	29.01
834769	ASCAP	07/12/2023	779.00
834770	Bsn Sports	07/12/2023	2,626.08
834771	Cascade Natural Gas	07/12/2023	7,131.01
834772	CHARLIES PRODUCE	07/12/2023	2,103.93
834773	Cintas Corporation	07/12/2023	1,850.51
834774	Dairy Fresh Farms	07/12/2023	3,523.53
834775	Dell Usa Lp	07/12/2023	2,752.09
834776	Dept Of Labor & Indus-Elevator	07/12/2023	835.80
834777	Ferrellgas	07/12/2023	1,728.04
834778	Franz Family Bakeries	07/12/2023	877.09
834779	Grays Harbor Community Hospita	07/12/2023	14,445.66
834780	hand2mind, Inc.	07/12/2023	933.97
834781	Harbor Auto & Truck Parts	07/12/2023	3,201.81
834782	HB Portables	07/12/2023	57.19
834783	Home Depot	07/12/2023	2,511.04
834784	Home Depot Pro Institutional	07/12/2023	2,118.94
834785	James Bennett DBA Olympic Pen	07/12/2023	150.00
834786	Jostens Inc	07/12/2023	33.70
834787	KCDA Purchasing Coop.	07/12/2023	546.13
834788	Kds Environmental Inc	07/12/2023	700.00
834789	Lemay Inc	07/12/2023	258.46
834790	Liminex Inc DBA GoGuardian	07/12/2023	19,023.55
834791	MinuteMan Press	07/12/2023	5.72
834792	MONSAM ENTERPRISES INC	07/12/2023	3,839.00
834793	Ocosta School Dst #172	07/12/2023	57,375.00
834794	Pacifica Law Group LLP	07/12/2023	12,384.00
834795	Pbs Engineering And Enviroment	07/12/2023	14,107.08

Check Nbr	Vendor Name	Check Date	Check Amount
834796	Pearson Assessments	07/12/2023	6,719.11
834797	Pioneer Healthcare Services LL	07/12/2023	19,368.00
834798	RAPALO, EDGARDO	07/12/2023	961.74
834799	Riddell/all American	07/12/2023	3,692.84
834800	Sierra Pacific Industries	07/12/2023	1,242.25
834801	Soliant Health	07/12/2023	13,155.82
834802	Sound Publishing, Inc.	07/12/2023	210.83
834803	Staples Business Advantage	07/12/2023	7,982.91
834804	The Hello Foundation	07/12/2023	31,555.00
834805	United Schools Insurance Progr	07/12/2023	1,094.08
834806	US Foods - Seattle	07/12/2023	10,998.54
834807	Us Postal Service (cmrs-Fp)	07/12/2023	2,000.00
834808	Valley Greens	07/12/2023	1,680.00
834809	Verizon Wireless	07/12/2023	2,922.92
834810	YMCA	07/12/2023	47,962.37
48	Computer	Check(s) For a Total of	403,675.21



DIGITAL TICKETS SALES AGREEMENT PRODUCT OVERVIEW

GoFan Overview	Offers free digital ticketing, fundraising and concessions platforms for school districts. Product offerings include: <ul style="list-style-type: none">• Single-Event Tickets (general admission and reserved seating)• Season Tickets and Passes• On-site payment equipment• Concessions• Fundraising										
Fan Requirements	GoFan accepts all major debit and credit cards, Apple Pay and Google Pay. GoFan only requires email address during the purchase process. The GoFan system is browser-based and no app is required. Optional iOS and Android Apps are available.										
School Requirements	No equipment is required to successfully and securely redeem GoFan tickets or passes at an event. GoFan provides optional equipment to allow schools to accept walk-up credit card payments.										
Key Integrations	GoFan integrates with the following systems to create a robust event management ecosystem. Integrations are at no-cost to schools and districts and can be leveraged at the discretion of the school. <ul style="list-style-type: none">• ArbiterSports• NFHS Network• VNN SportsHub site										
Platform Fees	GoFan is a no-cost platform for schools and school districts. No platform or licensing fees will be charged to the Customer. GoFan covers all credit card and dispute/chargeback fees.										
Purchaser Fees	<table><thead><tr><th><u>Type</u></th><th><u>Fee</u></th></tr></thead><tbody><tr><td>General Admission Tickets</td><td>3% + \$1.00 (Per Ticket)</td></tr><tr><td>Season / Full-Year Tickets</td><td>5% + \$2.00 (Per Ticket or Pass)</td></tr><tr><td>Concessions</td><td>3% + \$.30 (Per Order)</td></tr><tr><td>Free Tickets or Passes</td><td>\$0</td></tr></tbody></table>	<u>Type</u>	<u>Fee</u>	General Admission Tickets	3% + \$1.00 (Per Ticket)	Season / Full-Year Tickets	5% + \$2.00 (Per Ticket or Pass)	Concessions	3% + \$.30 (Per Order)	Free Tickets or Passes	\$0
<u>Type</u>	<u>Fee</u>										
General Admission Tickets	3% + \$1.00 (Per Ticket)										
Season / Full-Year Tickets	5% + \$2.00 (Per Ticket or Pass)										
Concessions	3% + \$.30 (Per Order)										
Free Tickets or Passes	\$0										
Payment	GoFan provides daily, electronic transfer of ticket sales revenue to the provided district/school bank account.										
Customer Service	Each school has a dedicated Customer Success Manager. GoFan also provides customer service to both schools and ticket buyers Monday – Saturday, 7am-9pm PST.										



DIGITAL TICKETS SALES AGREEMENT

This Digital Ticket Sales Agreement (the “**Agreement**”) is entered into as of August 1, 2023 (the “**Effective Date**”) by and between

Huddle Tickets, LLC dba GoFan, a Georgia limited liability company having its principal place of business at 5900 Windward Parkway, Suite 250, Alpharetta, GA 30005 (“**Company**”),

and

Aberdeen School District a [Washington] local government entity having its principal office at 216 North G Street, Aberdeen, WA 98520 (“**Customer**”).

Each of Company and Customer a “**Party**” and collectively the “**Parties**.”

1. DEFINITIONS. Capitalized terms not otherwise defined herein, shall have the meanings set forth below.

“**Authorized Users**” means individuals who are authorized by Customer to use the GoFan® Solution. Authorized Users may include but are not limited to Customer’s employees, consultants or contractors.

“**Confidential Information**” means any non-public information, material, or data relating to a Party that such disclosing Party treats as proprietary or confidential, and is marked as “confidential” or “proprietary” or that, given the circumstances, should be reasonably apparent that such information is of a confidential or proprietary nature. Without limiting the foregoing, (i) the GoFan® Solution and all IP Rights associated therewith shall constitute Confidential Information of Company, (ii) Customer Data shall constitute Confidential Information of Customer; and (iii) all software and any databases (including any data models, structures, non-Customer specific data and Customer specific data and aggregated statistical data contained therein) disclosed by a Party shall constitute Confidential Information of the disclosing Party.

“**Customer**” means the school district indicated in the opening paragraph of this Agreement, and the term includes any Customer School listed in an Order Form for the purposes of the Services contracted under that particular Order Form.

“**Customer Data**” means any data, regardless of whether in printed or electronic form, that is (i) provided to Company by Customer in order for Company to perform its obligations under this Agreement, including without limitation, the Customer Materials, (ii) provided to Company by Authorized Users and/or Patrons, and (iii) derived from Customer’s and Patrons’ use of the GoFan® Solution. Customer Data expressly excludes any Aggregated Data as defined in Section 7.1.

“**Customer Materials**” means any and all data and information uploaded or transmitted to the GoFan® Solution or otherwise delivered to Company hereunder for providing the Services (including, without limitation, Customer’s Marks, Event Listings, information related to Non-ticketed Items, database lists, images, photographs, illustrations, graphics, audio clips, video clips, text, colors, mascot images, and the like).

“**Digital Tickets**” mean electronic tickets for Events that are purchased by Patrons through the GoFan® Solution.

“**Documentation**” means the technical documentation provided by Company to Customer in connection with the GoFan® Solution, expressed in any medium or format.

“**Event**” is an activity held or celebrated at or related to a Customer or a Customer’s venue (including Schools’ venues or grounds) and for which Patrons may purchase Digital Tickets to attend, access to, or participate in.

“**Event Listings**” means the schedule of Events, ticket pricing, promotions, fulfillment method (QR code, mobile only, both), and other related information reasonably requested by Company for each Event for which a Digital Ticket is made available through the Services.

“**GoFan® Solution**” means the online web-based and mobile applications and platform provided by Company, as described in the Documentation, that is contracted by Customer under an Order Form, excluding all Third-Party Services.

“**IP Rights**” means any and all intellectual property rights of any type, recognized in any country or jurisdiction throughout the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation, all: (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions; (iii) copyrights and works of authorship, or (iv) trade secrets and know-how.

“**Marks**” means any one or more of the trademarks, service marks, trade names, trade dress, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned and/or in use by a Party as of the Effective Date, or which are acquired and/or used by such Party thereafter.

“**Non-ticketed Items**” are goods and items other than Digital Tickets that Patrons may purchase electronically through the GoFan® Solution, including but not limited to, merchandise (e.g. apparel, spirit wear), memorabilia, food, registrations (camps, activities, etc.), annual passes for certain Events, club memberships, fundraising, and donations.

“**Order Form(s)**” means one or more ordering documents for contracting the GoFan® Solution and purchasing related Services that are executed by Customer and Company from time to time under this Agreement. Order Forms are incorporated herein by reference.

“**Patron**” means an individual buyer or potential buyer of Digital Tickets and/or Non-ticketed Digital Items.

“**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device.

“Professional Services” means, in each instance, the implementation, integration, configuration, training, consulting or other professional services provided by Company pursuant to an Order Form for Services under this Agreement.

“Schools” means, collectively, those institution(s) where instruction is given to students, or an organization whose primary purpose is the support of those institutions, such as Booster Clubs, Event Organizers, or State Associations (each a **“School”**), which are, by virtue of their relationship with Customer, authorized to receive Services and which can be listed as a **“Customer School”** in an Order Form. **Exhibit A** includes the list of Schools approved to receive Services under this Agreement.

“Services” means, collectively, the services identified on the Order Form, and provided by Company under this Agreement.

“Technology” means all software, designs, formulas, algorithms, processes, and programs that are owned by Company or its licensors and that are used to provide the GoFan® Solution and any Website.

“Term” means the Initial Term plus all Renewal Terms, as further set forth in Section 11.1.

“Third-Party Services” means software products and services that are provided by third parties but may be configured to interoperate with the GoFan® Solution, Technology and Website. Third-Party Services include, without limitation, the payment processing services provided by Stripe, Inc. (**“Stripe”**).

“Website” means any website that is configured and hosted by Company for Customer’s benefit under a URL agreed by the Parties and set forth in the applicable Order Form.

“Work Product” means any expression of Company’s findings, developments, inventions, analyses, conclusions, opinions, recommendations, ideas, techniques, designs, programs, enhancements, modifications, interfaces, source code, object code and other technical information resulting from the performance of Professional Services, support services, or any other Services performed for the benefit of Customer.

2. SERVICES AND THE GOFAN® SOLUTION

2.1. Scope. Company is in the business of providing Digital Tickets (and managing reservations, certificates, admissions, and/or confirmations) that allow Patrons’ attendance at, access to, or participation in, Events as well as purchases of Non-ticketed Items provided by Customer, through the GoFan® Solution, a cloud based technology platform and managed service.

2.2. Provision of the GoFan® Solution and Services. Subject to the terms of this Agreement and pursuant to the applicable Order Form, Company agrees to provide to Customer (which term, as indicated in an Order Form, may include specific Customer School(s)) the Services identified on the Order Form and to make the GoFan® Solution available to Customer during the Term. Company may provide the GoFan® Solution and host the Technology and Website on its own infrastructure or using a third party cloud computing services provider. Customer’s purchase of the Services and access to the GoFan® Solution are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Company regarding future functionality or features. Company may, in its sole discretion, modify, enhance and/or expand the GoFan® Solution at no additional cost to Customer. Company may also modify, enhance or expand the GoFan® Solution by providing additional features or functionality, which may, but are not required to be, added by Customer to this Agreement at additional cost. Such additional cost features and functionality may be added by mutual written agreement of the Parties. The Parties agree that as of the Effective Date, **Exhibit A** includes the list of Customer Schools approved to receive Services under this Agreement. The Parties agree to update such **Exhibit A** by mutual written agreement from time to time, as needed.

2.3. Additional Orders. At any time, following Customer’s execution of the initial Order Form, Customer may subscribe to or purchase additional products or services offered by Company, or otherwise expand the scope of the GoFan® Solution provided to Customer, upon Company’s receipt and acceptance of an amendment to an existing Order Form or additional Order Forms. The GoFan® Solution is subject to any usage limits that are specified in the Order Forms.

2.4. License Grant. Subject to Customer’s compliance with all of the terms and conditions of this Agreement, Company hereby grants Customer a limited, revocable, non-exclusive, non-transferable right during the Term to access/use the Technology and the Website(s), solely in connection with Customer’s use of the GoFan® Solution under this Agreement. Customer agrees and understands that access to and/or use of the GoFan® Solution requires acceptance of the GoFan® Terms of Use available at <https://gofan.co/terms-of-use> and the GoFan® Privacy Policy available at <https://gofan.co/privacy-policy>.

2.5. Website. As part of the GoFan® Solution, Company may provide a co-branded personalized website page and online platform for digital ticketing at no additional cost to Customer, which shall include a **“Powered by GoFan®”** brand designation. For purposes of the foregoing, Customer hereby grants to Company a non-exclusive, non-sublicenseable, non-transferable right and license to configure Customer’s branding elements in the Website including displaying Customer’s Marks and Customer Materials solely as part of the personalized Website feature of the GoFan® Solution.

3. RESPONSIBILITIES OF THE PARTIES

3.1. Company Responsibilities. As part of the GoFan® Solution and related Services, Company will (a) display Customer’s Event Listings; (b) accept and process on-line orders for purchases of Digital Tickets to Customer’s Events and of Non-Ticketed Items, and process all payments for said purchases; (c) provide an accounting to Customer of any fees and charges for each sale in accordance with Section 5 below; (d) provide Customer with Company’s standard support for the GoFan® Solution at no additional charge, and/or upgraded support if purchased for any applicable additional fee(s), and (e) use commercially reasonable efforts to make the GoFan® Solution available 24 hours a day, 7 days a week, except for any unavailability caused by scheduled maintenance or by circumstances beyond Company’s reasonable control, including, for example, an act of God, act of government, national emergency, pandemic, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, failure or delay of service from any third party cloud computing services provider, or denial of service attack. Company will provide support services and service level commitments in accordance with its standard policies, as in effect from time-to-time. Company shall use commercially reasonable efforts to ensure that the GoFan® Solution is available to Customers with an availability of at least 99.5% as measured on a monthly basis during the Term. Customer acknowledges and agrees that downtime attributable to scheduled maintenance or failures in Customer’s systems, failure of network or data availability at a venue, Patron’s access to their mobile data due to network connectivity, and so forth, shall not count against the foregoing availability requirement. Company reserves the right to modify its maintenance and support services documentation from time-to-time and, other than immaterial changes and corrections, will give Customer reasonable notice of modifications thereto.

3.2. Customer Responsibilities. Customer shall (a) be responsible for its own and its Authorized Users’ compliance with this Agreement, (b) be solely responsible for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the GoFan® Solution, and notify Company promptly of any such unauthorized access or use, (d) use the GoFan® Solution only in accordance with the Documentation and applicable laws and government regulations, and (e) provide Company with assistance, information and the Customer Materials that are reasonably requested as necessary to effectively provide the GoFan® Solution. Customer represents that, as the Event organizer, is solely

authorized to provide access to such Events. Customer shall appoint a primary contact and a main financial contact (“**Customer Contacts**”) to facilitate implementation and management of the GoFan® Solution and agrees to provide to Company updated and accurate information regarding Customer’s Contacts at all times. Customer represents that these Customer Contacts have the authority to make decisions on Customer’s behalf, including receiving legal notifications and communications from Company.

3.3. License to Company. In addition to the license granted in Section 2.5, Customer hereby grants Company a worldwide right and license to (a) display the Marks of each Customer (including Schools) and reformat the branding as necessary in connection with the Services, including without limitation, for display of the Non-Ticketed Items; (b) post on the social media channels of each Customer (including Schools) for the purpose of promoting the Services; (c) manage online searches and activities for each Customer (including Schools) for the purpose of promoting the Services, and (d) offer the Services listed on the Order Form to Patrons.

3.4. Restrictions. Customer will not, directly or indirectly, do any of the following: (a) make the GoFan® Solution available to, or use the GoFan® Solution for the benefit of, anyone other than Customer, or its Authorized Users and Patrons; (b) sell, resell, license, sublicense, distribute, rent or lease any of the Services, or include the GoFan® Solution in a service bureau or outsourcing offering; (c) use the GoFan® Solution to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the GoFan® Solution to store or transmit code, files, scripts, agents or programs intended to do harm (including, for example, viruses, worms, time bombs and Trojan horses); (e) interfere with or disrupt the integrity or performance of the GoFan® Solution or any content contained therein; (f) attempt to gain unauthorized access to the GoFan® Solution or the Technology; (g) permit direct or indirect access to or use of the GoFan® Solution or Technology in a way that circumvents a contractual usage limit, (h) copy any part, feature, function or user interface of the GoFan® Solution; (i) access the GoFan® Solution or Technology in order to build a competitive product or service; or (j) reverse engineer, disassemble or decompile any portion of the Technology.

3.4. Personal Information. With respect to any Personal Information collected or received from or on behalf of Customer, Company (a) shall only process such Personal Information for the purpose of providing the GoFan® Solution and related Services; (b) shall not retain, use, or disclose (including outside of the direct business relationship between Company and Customer) Personal Information except for the purpose of providing the GoFan® Solution; (c) shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate such Personal Information to any third party for monetary or other valuable consideration; and (d) certifies that it understands the restrictions on Company’s processing such Personal Information as set forth herein and will comply with them. For clarity, Company may disclose Customer Personal Information to Company’s service providers in connection with such service providers providing services to Company, and Company may permit such service providers to process Customer Personal Information as necessary for Company to provide the GoFan® Solution to Customer.

3.5. Security. Company has implemented industry standard technical and organizational measures designed to secure the GoFan® Solution and Customer Data from accidental loss and unauthorized access, use, alteration or disclosure; however, Company cannot guarantee that unauthorized third-parties will never be able to defeat those measures to gain access to the GoFan® Solution, and as such, Customer understands that its use of the GoFan® Solution is at Customer’s own risk. Notwithstanding the foregoing, each party shall take, and hereby represents that it has taken, all steps to ensure the reliability and security of its systems; and that it will comply with their respective systems, network and data security policies.

4. PROFESSIONAL SERVICES

4.1. Professional Services. The Parties may, but are under no obligation to, enter one or more Order Forms for Professional Services to be performed by Company. No Professional Services shall be furnished to Customer by virtue of this Agreement alone, but shall require the execution of an Order Form for Professional Services by both Parties. An “**Order Form for Professional Services**” means an ordering document for the purchase of Professional Services executed by Customer and Company (from time to time) under this Agreement and that contains, at a minimum, the following information: (i) the scope of the Professional Services to be provided; (ii) applicable rates and fees; (iii) responsibilities and dependencies of each Party; (iv) agreed upon Work Product and specific deliverables, if any; and (v) signatures of authorized representative of both Parties.

4.2. Scope Modifications. Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular Order Form by making a written request to Company specifying the desired modifications. Company shall submit an estimate of the cost for such modifications and a revised estimate of the time for performance pursuant to the applicable Order Form. Modifications in any Order Form for Professional Services shall become effective only when a written change request is executed by authorized representatives of both Parties.

4.3. Company Personnel. Company shall be responsible for securing, managing, scheduling, coordinating and supervising Company personnel, including its subcontractors, performing the Professional Services.

4.4. Cooperation. Customer will provide all reasonably requested assistance to Company as may be reasonably necessary to enable Company to perform its obligations hereunder, including, without limitation, any obligations with respect to the Professional Services.

5. FEES AND PAYMENTS

5.1. Fees. In consideration for the rights granted to Customer and the performance of Company’s obligations under the Agreement and the applicable Order Form, Customer shall pay to Company, without offset or deduction, the fees referenced in such applicable Order Form. Company reserves the right to modify and/or update its pricing from time to time, and in any event no less than once a year. Unless otherwise specified in the applicable Order Form and subject to Company’s then-current pricing, Company shall be entitled to assess and receive (a) charges and fees in the amounts set forth in the Order Form, all of which charges and fees shall be assessed against Digital Ticket and Non-ticketed Item sales (the “**Transaction Fees**”), and (b) the license fees, if applicable, for use of the GoFan® Solution and pre-packaged Services, as set forth on the Order Form, which shall be assessed annually against Customer (the “**Platform Fee**”). Except as otherwise specified in an Order Form, fees for any and all Professional Services shall be based on then-current hourly rates.

5.2. Payment Terms. When Company process and collects payment for sales of Digital Tickets or Non-ticketed Items, Company will collect all fees and charges on behalf of Customer from the Patron(s) and deduct all applicable Transaction/ Convenience Fees from the fees passed along to Customer. To ensure transparency to the Customer and meet the intent of RCW 43.09.240, WAC 392-138-115 and WAC 392-138-205; the Transaction/Convenience itemization will display to the customer with a disclaimer related to the remittance of this specific fee directly to the Company. Company will make all payments to Customer (Digital Tickets and/or Non-ticketed Items sales fees minus applicable Transaction/ Convenience Fees due to Company), using the payment method and frequency agreed between the Parties in the applicable Order Form. Company will submit payment within 24 hours.

5.3. Refunds and Canceled Events. Customer agrees and understands that all sales processed by Company are final and non-refundable, except in case of full cancellation of an Event by Customer. It is Customer’s responsibility to communicate Customer’s refund policy to Patrons in the event of a canceled Event. Customer shall ensure that its refund policy is consistent with the terms of this Agreement, the payment and refund processes included in the Services, and all applicable legal,

regulatory and other governmental requirements. All communications or disputes regarding refunds are between Customer and the Patron, and Company will not be liable for any decision to issue or not issue refunds. No payments shall be made to Customer from Company with respect to any Event that is cancelled and for which the Customer authorizes a refund. If an Event is canceled, a refund shall be issued to Patrons. Except as otherwise provided herein, any credit card fees or convenience fees paid to Company by Patron(s) are non-refundable.

5.4. **No Minimum Sales.** It is agreed and understood that neither Company nor Customer guarantees or will guarantee that any minimum or fixed number of Digital Tickets or Non-Ticketed Items will be sold or available for sale through the GoFan® Solution for any Event.

5.5. **Taxes.** If applicable, Customer will, within thirty (30) days of the effective date of the Order Form, provide Company with applicable sales tax exemption certificate(s). Unless the applicable tax-exempt certificate is provided, Customer shall be responsible for, all taxes, duties, and assessments imposed on Customer in connection with fees paid under the provisions of this Agreement, including without limitation, all sales, use, excise or other taxes and duties, and Company will include all such taxes, duties and assessments on each applicable invoice. If Company believes that Company is obligated to obtain tax information and Customer does not provide this information to Company after Company has requested it, Company may withhold Customer's payments until Customer provides this information or otherwise satisfies Company that Customer is not a person or entity from whom Company is required to obtain tax information. Company reserves the right to offset any amounts due to Company hereunder in the event Company is found to be liable for any tax or withholding tax in connection with the Services.

5.6. **Expenses.** Customer shall reimburse Company for any reasonable, actual out-of-pocket expenses incurred and approved by Customer, including travel expenses and related costs, incurred by Company employees and subcontractors, provided that such expense and costs are consistent with Customer's own travel policies and approved in advance by Customer.

5.7. **Customer Information.** Customer will provide complete and accurate billing and contact information to Company and promptly notify Company of any changes to such information. Any bank fees related to returned or cancelled payments due to a contact or payment information error or omission may be deducted from any newly issued payment.

5.8. **Disputed Charges.** Customer must notify Company in writing of any dispute or disagreement with invoiced charges within thirty (30) calendar days after the date of receipt of the applicable invoice by Customer. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced. Payment shall be calculated solely based on records maintained by Company. No other measurements or statistics of any kind shall be accepted by Company or have any effect under this Agreement.

5.9. **Suspension.** If any amount owing by Customer under this Agreement is thirty (30) or more days past due, Company may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend the GoFan® Solution, the Services and/or Professional Services to Customer until such amounts are paid in full. Company will give Customer at least ten (10) days' prior notice that Customer's account is overdue before implementing any such suspension.

6. CONFIDENTIAL INFORMATION

6.1. **Access.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain Confidential Information of the other Party or Confidential Information of third parties that the disclosing Party is required to maintain as confidential.

6.2. **Mutual Obligations.** Except as may be expressly set forth in this Agreement, each Party that receives Confidential Information of the other Party agrees during the term of this Agreement and thereafter, to: (a) use the Confidential Information only for the purposes of performing this Agreement; (b) hold the Confidential Information of the other Party in confidence and restrict it from dissemination to, and use by, any third party; (c) protect the confidentiality of the other Party's Confidential Information using the same degree of care, but no less than reasonable degree of care, as the receiving Party uses to protect its own Confidential Information; (d) not create any derivative work from Confidential Information of the other Party; and (e) restrict access to the Confidential Information of the other Party to such of its personnel, subcontractors, and/or consultants who have a need to have access to such Confidential Information, who have been advised of the confidential nature of such information, and who have agreed in writing to terms no less protective than the terms set forth in this Agreement with respect to the treatment of such Confidential Information.

6.3. **Confidentiality Exceptions.** Section 6.2 shall not apply to Confidential Information that is: (a) publicly available or in the public domain at the time disclosed; (b) publicly available, becomes publicly available or enters the public domain through no fault of the recipient; (c) rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) independently developed by the recipient without use of or reference to the disclosing Party's Confidential Information and by employees or other authorized agents of the receiving Party who have not been exposed to the disclosing Party's Confidential Information; or (f) approved for release or disclosure in writing by the disclosing Party.

6.4. **Compelled Disclosure.** Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to the limited extent required to: (a) comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall, to the extent allowed by law, first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

6.5. **Equitable Relief.** The Parties acknowledge and agree that money damages would not be a sufficient remedy for breaches of this Section 6, and that each Party may seek injunctive relief, specific performance, or other equitable relief as a remedy for any such breach.

7. INTELLECTUAL PROPERTY/PROPRIETARY RIGHTS

7.1. **Company.** As between the Parties, Company and its licensors own all right, title and interest, including all IP Rights, in and to all Company Confidential Information, the Technology, the GoFan® Solution, Company Marks and Aggregated Data including, without limitation, all modifications, improvements, upgrades, derivative works, and feedback related thereto, and any third party software provided by Company, and all software, associated documentation, hardware, materials, information, processes or subject matter that is proprietary to Company and is provided under this Agreement. "Aggregated Data" is anonymous, statistical, analytical and other aggregated data that is collected automatically from use of the GoFan® Solution and that does not personally identify Customer, an Authorized User, Patron, or visitor to the Website. Company expressly reserves all rights not expressly granted to Customer under this Agreement and all executed Order Forms. Customer shall not knowingly engage in any act or omission that would impair the IP Rights of Company or its licensors. In no event shall Customer obtain any ownership rights in or to the Confidential Information of Company, the GoFan® Solution, the Company Marks, or any IP Rights of Company.

7.2. Customer. Customer and its licensors own all right, title and interest, including all IP Rights, in and to Customer Marks, the Customer Data and all Confidential Information disclosed by Customer. Company shall not knowingly engage in any act or omission that would impair Customer's IP Rights or Confidential Information. In no event shall Company obtain any ownership rights in or to the Confidential Information of Customer, the Customer Data, Customer Marks or Customer's IP Rights.

7.3. Customer Data; License. As between Company and Customer, Customer exclusively owns all rights, title, and interest in and to all of the Customer Data. Customer hereby grants Company a worldwide, limited-term license to host, copy, transmit and display Customer Data, as necessary for Company to provide the GoFan® Solution in accordance with this Agreement. Subject to the limited licenses granted herein, Company acquires no right, title or interest from Customer under this Agreement in or to Customer Data. Customer hereby grants to Company a perpetual, non-exclusive, royalty-free license to (a) use Customer Data in order to provide, monitor and improve the GoFan® Solution to Customer and (b) use all of Customer Data that is anonymous and does not personally identify Customer, or an Authorized User, Patron, or visitor to the Website for statistical, analytical and other aggregate use. Customer represents and warrants to Company that it owns all right, title and interest in, or otherwise has full and sufficient authority to use in the manner contemplated by this Agreement, any Customer Data furnished by Customer to Company for purposes of this Agreement.

7.5. Work Product. Unless otherwise specified in the applicable Statement of Work, all Work Product created under this Agreement, including all IP Rights related thereto, shall be owned by Company. Regarding all Work Product created under this Agreement that is owned by Company and is made available to Customer to enable Customer's use of the GoFan® Solution pursuant to the terms of this Agreement, Company hereby grants Customer a worldwide, non-exclusive, non-transferrable, non-sublicensable right and license to use the Work Product, solely in connection with Customer's use of the GoFan® Solution. Unless otherwise specified in an applicable Order Form, to the extent Customer acquires any rights in the Work Product, Customer hereby assigns such rights to Company. Customer shall give Company all reasonable assistance and execute all documents necessary to assist or enable Company to perfect, preserve, register and/or record such assignment and Company's rights in any Work Product.

8. REPRESENTATIONS AND WARRANTIES

8.1. General. Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including any confidentiality obligations.

8.2. GoFan® Solution Warranties. Company warrants that: (a) the GoFan® Solution shall perform materially in accordance with the Documentation, and (b) subject to Section 8.3 (Third-Party Services), the functionality of the GoFan® Solution will not be materially decreased during a Term. For any breach of either such warranty, Customer's exclusive remedy shall be as provided in Section 11.2 (Termination for Breach). Customer acknowledges that availability of the GoFan® Solution depends upon the availability of the Internet and any third-party cloud computing services provider and that Company has no control over such availability. Accordingly, Company makes no representations, warranties, or covenants regarding the availability of the GoFan® Solution to the extent that such availability depends upon the availability of the Internet or any third-party cloud computing services provider.

8.3. Third Party Services. The GoFan® Solution is designed to work with, and may integrate, certain Third-Party Services. Customer's use of Third-Party Services is governed entirely by the terms of Customer's agreement with the relevant third party. Nothing in this Agreement creates any rights or obligations on the part of Company with respect to such Third-Party Services nor should this Agreement be construed as creating any rights or obligations on the part of any third party providing Third-Party Services with respect to the GoFan® Solution provided by Company. Company reserves the right to terminate any Third-Party Services provided to Customer. In such event, any pre-paid Services fees applicable to the unexpired term of the terminated Third-Party Services and all other fees paid by Customer to Company for the affected Third-Party Services will be promptly refunded to Customer. *Company makes no warranties for the Third-Party Services or any hardware or software used in connection with or otherwise related thereto.* Any warranties provided by the Third-Party Services provider directly to Customer exclusively apply. To the extent expressly permitted by a Third-Party Services provider, Company shall pass through to Customer for Customer's benefit any applicable warranties that the Third-Party Services provider provides directly to Company. Customer warrants to Company that Customer will use the Third-Party Services in accordance with all applicable laws and regulations and any underlying Third-Party Service agreement.

8.4. Customer Warranties. Customer agrees to (a) provide accurate and current information during the registration process and to update such information to maintain its accuracy and completeness, and (b) not disclose Customer's login credentials to any third party. Customer is solely responsible for any activities or actions under Customer's Company account, whether or not Customer has authorized such activities or actions. Customer will immediately notify Company of any unauthorized use or access to Customer's Company account. Customer represents and warrants that: (i) it has all the requisite corporate power and authority to execute and perform its obligations under the Agreement and to grant the rights set forth herein; (ii) no approval, authorization or consent is required in order for it to enter into and perform its obligations under the Agreement, (iii) it will comply with all applicable laws, rules, regulations, ordinances and tax requirements in connection with this Agreement, its use of the Services, any Events that are related to the Digital Tickets offered under this Agreement, and the fulfillment of any Non-Ticketed Digital Items, including without limitation, donations or fundraising, (iv) it will not infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights; (v) it will not interfere with or damage the Services or Third-Party Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (vi) it will not use the Services in connection with the distribution of unsolicited commercial email ("spam"); (vii) it will not offer any Digital Tickets for Events not sponsored by a Customer; (viii) it will not use automated scripts to collect information or otherwise interact with the Services; (ix) it will not submit any information to Company or any Third-Party Services provider with false or misleading information, or submit any Event Listing with a price, service or activity that Customer does not intend to honor; (x) it will not use, display, mirror or frame the GoFan® Solution or the Services, or any individual element within the Services, Company's name, Company Marks or other proprietary information, without Company's express written consent; (xi) it will not access, tamper with, or use non-public areas of the GoFan® Solution or the Services; (xii) it will not attempt to probe, scan, or test the vulnerability of any Company system or network or breach any security or authentication measures; (xiii) it will not avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Company, or any Third-Party Services provider; (xiv) it will only offer Non-Ticketed Items in connection with Customer(s); and (xx) it will not advocate, encourage, or assist any third party in doing any of the foregoing.

8.5. Professional Services Warranty; Exclusive Remedy. Company warrants the Professional Services performed hereunder will be performed in a professional and workmanlike manner, using sound principles, accepted industry practices and competent personnel ("**Professional Services Warranty**"). The Professional Services Warranty shall not apply if the Work Product is implemented, customized, modified, enhanced or altered by Customer or any third party that is not specifically retained by Company as a contractor for such purposes. Customer's sole and exclusive remedy, and Company's sole obligation, in the event of a breach of the Professional Services Warranty is for Company, at its expense, to re-perform the Professional Services which were not as warranted, provided Company has received

notice from Customer within thirty (30) calendar days of the completion of the Professional Services that Customer alleges were not performed consistent with the Professional Services Warranty. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION 8.5 SETS FORTH COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE PROFESSIONAL SERVICES WARRANTY.

8.6. Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY, AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. NO WARRANTY IS MADE BY COMPANY ON THE BASIS OF TRADE USAGE OR COURSE OF DEALING. COMPANY DOES NOT WARRANT THAT THE GOFAN® SOLUTION, TECHNOLOGY, WEBSITE OR ANY OTHER INFORMATION, MATERIALS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S OR PATRON'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

9. LIMITATIONS OF LIABILITY

9.1. EXCEPT FOR DAMAGES ARISING OUT OF (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S IP RIGHTS, OR (III) WHERE A CLAIM RESULTS FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, OR COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, EVEN IF THE PARTY FROM WHOM SUCH DAMAGES ARE SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED.

9.2. EXCEPT FOR DAMAGES ARISING OUT OF (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S IP RIGHTS, OR (III) WHERE A CLAIM RESULTS FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY BEFORE ANY EVENT GIVING RISE TO A CLAIM BY THE OTHER PARTY HEREUNDER. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION.

9.3. Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

10. INDEMNIFICATION

10.1. Infringement Claim.

10.1.1. Company shall indemnify, defend and hold harmless Customer from and against all losses, liabilities, damages, claims, costs and reasonable expenses (including reasonable attorneys' fees) arising out of or related to a third party claim that Customer's use of, or access to, the GoFan® Solution or Technology infringes a United States patent, copyright or trademark or misappropriates any third party trade secrets (an "**Infringement Claim**"); provided that, Customer must give Company: (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Company may reasonably request, at Company's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Company shall not, without the prior written consent of Customer, settle any third-party claim against Customer unless (i) such settlement completely and forever releases Customer with respect thereto or (ii) does not involve any financial obligation on the part of Customer. In any action for which Company provides defense on behalf of Customer, Customer may participate in such defense at its own expense by counsel of its choice.

10.1.2. Upon the occurrence of any Infringement Claim for which indemnity is or may be due under this Section 10.1.1, or in the event that Company believes that such a claim is likely, (Company will, at its option: (a) appropriately modify the GoFan® Solution, GoFan® Solution or Technology to be non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) if the remedies set forth in clauses (a) and (b) above are not commercially feasible, as determined by Company in its sole discretion, Company may terminate this Agreement on written notice to Customer and refund any pre-paid fees for services that have not been provided. THE PROVISIONS OF THIS SECTION 10.1 STATES THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF COMPANY TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

10.2. Mutual Indemnity. Except as prohibited by applicable law, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, directors, shareholders, members, managers, employees, and agents (each, an "Indemnified Party") against any claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentionally willful acts or omissions of the Indemnifying Party, its employees or agents, while performing its obligations pursuant to this Agreement or any act or omission which results in death, bodily injury or tangible property damage. The Indemnified Party must give the Indemnifying Party: (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as the Indemnifying Party may reasonably request, at the Indemnifying Party's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle any third-party claim against the Indemnified Party unless (i) such settlement completely and forever releases the Indemnified Party with respect thereto or (ii) does not involve any financial obligation on the part of the Indemnified Party. In any action for which the Indemnifying Party provides defense on behalf of the Indemnified Party, the Indemnified Party may participate in such defense at its own expense by counsel of its choice.

11. TERM AND TERMINATION

11.1. Agreement. This Agreement will continue for the duration of the Term unless terminated earlier in accordance with this Agreement. The initial term of this Agreement ("**Initial Term**") will commence on the Effective Date and continue for a period of one (1) years thereafter. Following the Initial Term, this Agreement will automatically renew for successive one year terms (each, a "**Renewal Term**"), unless either party notifies the other, at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party's election not to renew this Agreement, whereupon this Agreement shall terminate on the last day of the Initial Term or the then-current Renewal Term, as the case may be. Notification should be submitted in writing via email to Customer's main point of contact at the Company (Customer Success or Account Manager). Notification should be submitted by the main or financial contact on-file for the Customer's account.

11.2. Termination for Breach. Either Party may, at its option, terminate the Agreement in the event of a material breach by the other Party, provided such Party has provided written notice to the other Party specifically identifying the breach or breaches on which such notice of termination is based. The other Party will have a

right to cure such breach or breaches within thirty (30) days of receipt of such notice, and the Agreement will terminate in the event that such cure is not made within such thirty (30) day period. For purposes of clarity, Customer's non-payment of fees validly due and payable under the Agreement will be deemed a material breach.

11.3. Bankruptcy. This Agreement may be terminated immediately by a Party through written notice if the other Party ceases to carry on business as a going concern, becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.

11.4. Termination Due to Funding Limitations. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Customer's Superintendent or designee may, without advance notice and without liability for damages, terminate the Contract under any such new funding limitations and conditions.

11.5. Accrued Obligations. Termination of this Agreement and/or any particular Order Form shall not release either Party from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Order Form to survive termination.

11.6. Cumulative Remedies. Termination of this Agreement and/or any applicable Order Form, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.

11.7. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately discontinue all use of the GoFan® Solution and promptly pay to Company all amounts due and payable under this Agreement. Upon termination, Company shall inform Customer of the extent to which performance of Services has been completed under any Order Form and shall deliver any collected fees minus any payments owed to Company. In addition, each Party shall: (a) immediately discontinue all use of the other Party's Confidential Information; (b) at the option of the disclosing Party, either return or destroy all Confidential Information of the disclosing Party in its possession; and (c) delete the disclosing Party's Confidential Information from its computer storage or any other media, except for archival copies which may be retained and shall be destroyed in accordance with the party's Record retention policy. Any such retained copies shall remain subject to Section 6 (Confidentiality). Each Party will, on request from the disclosing Party, provide the disclosing Party with a written certification of compliance with this Section 11.6 signed by an officer.

11.8. Survival of Obligations. Those provisions of the Agreement that by their nature or their terms survive termination or expiration of the Agreement shall so survive including but not limited to Sections 1, 6, 7, 8, 9, 10, 11.4 – 11.7, and 12.

12. MISCELLANEOUS

12.1. Applicable Law; Venue and Jurisdiction. Unless otherwise expressly agreed in an Order Form, this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its rules regarding conflicts of laws. THE PARTIES AGREE THAT ANY AND ALL CAUSES OF ACTION BETWEEN THE PARTIES ARISING FROM OR IN RELATION TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED WITHIN GRAYS HARBOR COUNTY, WASHINGTON.

12.2. Order of Precedence. In the event of a conflict between this Agreement and any Order Form, or other document referencing this Agreement that is executed by both Parties, this Agreement shall govern, except to the extent that the applicable Order Form, or other executed document expressly states the intent of the Parties to supersede or change one or more provisions in this Agreement and clearly identifies the provision(s) to be superseded or changed. This Agreement, including each Order Form, shall prevail over any different, conflicting, inconsistent or additional terms contained in any purchase order or like document issued by Customer.

12.3. Force Majeure. If a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example and not limitation, war, riot, fires, floods, acts of God, epidemics, public health emergencies, orders of governmental authorities, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of the Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.4. Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by registered mail, return receipt requested; or (c) sent overnight using an overnight air courier. Notices will be considered to have been given at the time of actual delivery if delivered in person, three (3) business days after posting if sent by mail, or one (1) day after delivery to an overnight air courier service. Notices shall be addressed to each Party's address as set forth below the signature block hereunder, unless otherwise indicated on the Order Form.

12.5. Assignment. Neither Party shall assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement, without requiring such prior consent, in connection with a merger or sale of all or substantially all of its assets, provided that the assignee agrees in writing to assume the assignor's obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of Company and Customer and their successors and permitted assigns.

12.6. Customer Attribution; Marketing. Each Party may use and display the other Party's name, logo, and success stories in its marketing materials. Upon Customer's prior written approval, Company may issue a press release announcing Customer's selection of Company's product and services and/or Customer's successful deployment of the Company products and services. Company may refer to Customer in its marketing and promotional materials, verbally and/or in writing, provided Customer has provided its approval prior to publication thereof.

12.7. General. The Parties are acting as independent contractors in making and performing this Agreement. The relationship arising from this Agreement does not constitute or create any partnership, joint venture, employment relationship or franchise between the Parties. No amendment to this Agreement or any Order Form shall be valid unless it is made in writing and is signed by the authorized representatives of both Parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such

provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

12.8. Entire Agreement. The Agreement (and its Order Forms and other documents incorporated by reference) sets forth the entire agreement and understanding between the Parties with respect to its subject matter and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the parties with respect to its subject matter, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein. Any purchase order issued by Customer is merely for the administrative convenience of Customer and company shall not be bound by any terms, conditions or other provisions of such purchase order.

12.9. NonDiscrimination. The parties shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the Customer. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, pregnancy, or the presence of any sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the Company and its agents under this Contract. Harassment on the basis of any of the foregoing conditions is strictly prohibited. The Company shall notify the Superintendent or designee immediately of any allegations, claims, disputes, or challenges made against it under the Americans with Disabilities Act or the Washington state Law against Discrimination. In the event of the Company's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, canceled or terminated in whole or part, and the Company may be declared ineligible for further Contracts with the District.

12.10. Review. The parties to this Contract have had the opportunity to review it with their respective legal counsel and execute it knowingly and voluntarily with full knowledge of its contents. It shall not be construed more strictly against one party than the other.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

<p>"Company" Huddle Tickets LLC dba GoFan</p>	<p>"Customer" Aberdeen School District</p>
<p>By: _____ Name: <u>B.J. Pilling</u> Title: <u>President</u> Date: _____</p>	<p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>Address for Legal Notices: Huddle Tickets, LLC, 5900 Windward Parkway, Suite 250, Alpharetta, GA 30005, USA <i>Attention:</i> Legal Department. Legal contact email for copies of notices: legal@huddleinc.com.</p>	<p>Address for Legal Notices: <i>Attention:</i> Legal Department. Legal contact email for copies of notices:</p>

ORDER FORM

Term	August 1, 2023 – July 31, 2024 School option for annual renewal								
Digital Ticket Sales	Custom school ticketing page to be used for athletics, performing arts and/or additional school events. - Online Ticket Sales - Season Ticket Sales - Onsite Ticket Sales (Box Office)								
Event Reporting	Real-time online ticket sales status Post event digital ticket sales report Automated for financial tracking and reconciliation								
Payment	Regular, electronic transfer of funds within 1 business day of settled Patron transaction Full documented support for refunds, cancellations and event disruption								
Support	Full on-boarding and training content Access to growing base of user knowledge to share best practices Dedicated account management resource(s)								
Transaction Fees	<table><thead><tr><th><u>Type</u></th><th><u>Fee</u></th></tr></thead><tbody><tr><td>General Admission Tickets</td><td>3% + \$1.00 (Per Ticket)</td></tr><tr><td>Season / Full-Year Tickets</td><td>5% + \$2.00 (Per Ticket or Pass)</td></tr><tr><td>Concessions</td><td>3% + \$.30 (Per Order)</td></tr></tbody></table>	<u>Type</u>	<u>Fee</u>	General Admission Tickets	3% + \$1.00 (Per Ticket)	Season / Full-Year Tickets	5% + \$2.00 (Per Ticket or Pass)	Concessions	3% + \$.30 (Per Order)
<u>Type</u>	<u>Fee</u>								
General Admission Tickets	3% + \$1.00 (Per Ticket)								
Season / Full-Year Tickets	5% + \$2.00 (Per Ticket or Pass)								
Concessions	3% + \$.30 (Per Order)								
Platform Fees	No platform or licensing fees are applicable								
Equipment (Optional)	Aberdeen School District is eligible to receive two (2) complimentary Box Office Packages per high school. Additional units may be purchased at the prices listed below. <table><thead><tr><th><u>Type</u></th><th><u>Fee</u></th></tr></thead><tbody><tr><td>Cashless Preferred Box Office Package - One (1) Tablets - One (1) Readers - Three (3) Years Wireless Connectivity - Six (6) Self-Checkout Signs (22" x 28")</td><td>\$750</td></tr><tr><td>Additional Box Office Units</td><td>\$500 / Each</td></tr></tbody></table>	<u>Type</u>	<u>Fee</u>	Cashless Preferred Box Office Package - One (1) Tablets - One (1) Readers - Three (3) Years Wireless Connectivity - Six (6) Self-Checkout Signs (22" x 28")	\$750	Additional Box Office Units	\$500 / Each		
<u>Type</u>	<u>Fee</u>								
Cashless Preferred Box Office Package - One (1) Tablets - One (1) Readers - Three (3) Years Wireless Connectivity - Six (6) Self-Checkout Signs (22" x 28")	\$750								
Additional Box Office Units	\$500 / Each								

**INTERLOCAL AGREEMENT
ECEAP Services**

THIS CONTRACT is made and entered into by and between the State of Washington, acting by and through the Department of Children, Youth, and Families, a department of Washington State government (hereinafter referred to as "DCYF") and Aberdeen School District #5, a Schools and School Districts, (hereinafter referred to as "Contractor"), located at 1313 Pacific Avenue, Aberdeen WA 98520-5622.

CONTRACTOR BUSINESS ADDRESS

Aberdeen School District #5
1313 Pacific Avenue
Aberdeen WA 98520-5622
TIN: 91-6001546
UBI: 141-005-290

CONTRACTOR CONTRACT MANAGER

Cyndy Mitby
cmitby@asd5.org
Phone:

DCYF ADDRESS

Department of Children, Youth, and Families
PO Box 40970
Olympia WA 98504-0970

DCYF PROGRAM CONTRACT MANAGER

Mindy Untalan
Operations Specialist
mindy.untalan@dcyf.wa.gov
Phone: (509) 429-9538

THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:

- Education - Kindergarten Readiness.
- Health - Child Development.
- Resilience - Parents/caregivers are supported to meet the needs of their children/youth.

THE PURPOSE OF THIS CONTRACT is to provide comprehensive Early Childhood Education and Assistance Program (ECEAP) services to include ECEAP, Early ECEAP, ECLIPSE, and Complex Needs Funding.

THEREFORE, IT IS MUTUALLY AGREED THAT:**1. CONTRACT MANAGEMENT****a. Contract Managers**

- (1) The Contract Manager as shown on page 1 for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.
- (2) Each party shall provide the other party with written notice of any changes of the name and contact information regarding either party's designated Contract Manager. The written notice shall not be effective until fourteen business days from the date of mailing. The requirements contained in the Section titled Contractor Staff of exhibit D shall apply to this Section (Section 1.a).

b. Notices

- (1) Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either emailed, delivered in person or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the addresses listed in Section 1.a.

- (2) Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice address as provided herein may be changed by written notice given as provided on page 1.

2. EXHIBITS AND ATTACHMENTS

Attached hereto and incorporated herein as though set forth in full are the following exhibits and attachments:

- Exhibit A - Statement of Work
- Exhibit B - Budget Report
- Exhibit C - Deliverables Report
- Exhibit D - General Terms and Conditions
- Exhibit E - 2023-24 ECEAP Performance Standards
- Attachment 1 - Confidentiality and Non-Disclosure Agreement
- Attachment 2 - Certification of Data Disposition

The parties agree that the exhibits and attachments listed in this paragraph shall be enforceable against the parties and are a part of this Contract.

3. STATEMENT OF WORK

The Contractor shall perform the activities and obligations as set forth and described in Exhibit A. The Contractor shall also furnish the necessary personnel, equipment material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work as set forth and described in Exhibit A. The Contractor shall provide the services, goods, products and activities at the costs set forth in this Contract.

4. PERIOD OF PERFORMANCE

The effective date of this contract, shall commence on July 1, 2023 and must be completed on or before June 30, 2024. Performance on this Contract shall not begin before the effective date.

5. COMPENSATION

The cost of accomplishing the work described in this Contract shall not exceed \$2,164,525.00. Any additional authorized expenditures, for which reimbursement is sought, must be submitted as written documentation to the DCYF Contract Manager for pre-approval by the DCYF Secretary or the Secretary's delegate as described in this Contract, and established by a written Contract Amendment. Exhibit B is an actual budget of the costs associated with this Contract. If the Contractor reduces its prices for any of its services during the term of this Contract, DCYF shall receive the immediate benefit of such lower prices for services following the price reduction. Compensation for services will be paid upon the timely completion of services as described in Exhibit A and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this Contract.

6. BILLING PROCEDURE

- a. The Contractor shall submit, not more than semi-monthly, properly completed A-19 vouchers (the "voucher") to one of the following:

The Department of Children, Youth, and Families
Attn: Mindy Untalan
PO Box 40970
Olympia WA 98504-0970

Or, email a scan of an original, signed A-19 voucher directly to the DCYF Contract Manager at eceap@dcyf.wa.gov

- b. Payment to the Contractor for approved and completed work shall be made by warrant or Electronic Funds Transfer by DCYF and considered timely if made within 30 days of receipt of a properly completed voucher. Payment shall be sent to the address designated by the Contractor and set forth in this Contract.

- c. Each voucher must clearly reference the DCYF Contract Number and the Contractor's Statewide Payee Registration number assigned by the Office of Financial Management (OFM).
- d. Properly completed vouchers and attachments completed by the Contractor must contain the information described in Exhibit A under the Section titled "DCYF ECEAP PART DAY, SCHOOL DAY, WORKING DAY, 0-3 ECEAP MODELS AND ECLIPSE".
- e. For Statewide Payee Registration: OFM maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct deposit. The Contractor must be registered in the Statewide Payee Registration system, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>, prior to submitting a request for payment under this Contract. No payment shall be made until the Statewide Payee Registration is complete.
- f. Upon the expiration of this Contract, any claim for payment or voucher not already made shall be submitted to DCYF no later than forty-five (45) days following the expiration date of this Contract. In the event the Contractor does not provide to DCYF a claim for payment or voucher within forty-five (45) days following the expiration date of the Contract, DCYF shall have no obligation to pay such claim for payment or voucher even if the service or product has been delivered and/or accepted. The final voucher shall certify that the Contractor has completed all requirements of this Contract.

7. SIGNATURES

THIS CONTRACT, including the exhibits and attachments described in Section 2, is executed by the persons signing below who warrant they have read and understand this Contract, including the exhibits and attachments. The persons signing below further represent they have the authority to execute this Contract.

Aberdeen School District #5

**DEPARTMENT OF CHILDREN,
YOUTH, AND FAMILIES**

Signature

Signature

Elyssa Louderback

Name

Name

Executive Director of Business & Operations

Title

Title

Date

Date

**CONTRACT FOR PERSONAL SERVICES
BETWEEN
ABERDEEN SCHOOL DISTRICT #5**

(hereinafter referred to as ASD #5)

216 North "G" Street
Aberdeen, WA 98520

Ann Taylor
(hereinafter referred to as Consultant)

In consideration of the promises and conditions contained herein, ASD #5 and Consultant do mutually agree as follows:

I. DUTIES OF CONSULTANT

Consultant shall perform the following duties to the satisfactions of ASD #5's designee:

A. The general objectives(s) of this contract shall be as follows:

To assist the Aberdeen School District in implementing the GEAR UP Year 7 Work Plan for the Class of 2024 to meet compliance requirements as set forth for the Washington State GEAR UP Grant for the 2023-2024 school year, specifically from August 30, 2023- December 15, 2023.

B. In order to accomplish the general objectives(s) of this agreement, Consultant shall perform the following specific duties:

- Attend any required GEAR UP professional development or meetings.
- Implement activities in the Aberdeen Year 7 Work Plan to assist with student high school and beyond planning. This may include survey implementation, data collection and analysis, FAFSA support, college application and scholarship support and field trips. This will not include portal data entry or family night requirements.
- Be present at Aberdeen High School for an average of 20 hours per week to work directly with students.
- Establish a data collection method to record all high school and beyond plans of the Class of 2024 students.
- Record all portal data to be shared with other GEAR UP staff for entry.

C. The time schedule for completion of Consultant's duties shall be as follows:

In accordance with the GEAR UP grant timelines for the 2023-2024 grant year, specifically those will occur between August 30, 2023 and December 15, 2023.

II. DUTIES OF ASD #5

In consideration of Consultant's satisfactory performance of the duties set forth herein, ASD #5 shall compensate and / or reimburse the expenses of Consultant as follows:

- A. Consultant shall be compensated in the following amount: **not to exceed \$10,200 dollars.**

Monthly progress payments shall be made, based on invoices submitted by the consultant for hours worked by the 5th of the month in return for the partial performance.

- B. All payments of compensation and expenses to consultant shall be conditioned upon Consultant's:

1. Submission of detailed vouchers which support the performance which as been rendered or expenses incurred for which payment is requested, and
2. Performance to the satisfaction of Superintendent's designee: PROVIDED, that approval shall not be unreasonably withheld.

- C. Except for expressly provided herein, all expenses necessary to the Consultant's satisfactory performance of this agreement shall be borne in full by the Consultant.

- D. Any date specified for payment(s) to Consultant shall be considered extended as necessary to process and deliver an ASD #5 warrant for the amount(s).

III. PROHIBITION AGAINST ASSIGNMENT

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

IV. OWNERSHIP OR WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

All correspondence, papers, documents, reports, files, films, work products (inclusive of intellectual concepts and properties) and all copies thereof, which are received or developed by Consultant and Consultant's employee(s) and agent(s) in the course of performing, or as incident thereto, Consultant's duties pursuant to this agreement shall, immediately upon receipt, preparation, or development, become the exclusive property of ASD #5 in perpetuity for any and all purposes. All items described above shall be provided to and left with ASD #5 upon the termination of this agreement by ASD #5 and upon Consultant's performance, whichever shall occur first.

Consultant and Consultant's employee(s) and agent(s) shall not, without prior written approval of ASD #5, either during the term of this agreement or at any time thereafter, directly or indirectly, disclose or give to any state or federal government, or corporation, agency or political subdivision of any state or federal government, or any educational agency, institution or organization, any portion of the above described items and properties or any information acquired in the course of or as an incident to the performance of Consultant's duties hereunder, for any purpose or reason.

V. INDEPENDENT CONTRACTOR STATUS OF CONSULTANT

Consultant and Consultant's employee(s) and agents(s) shall perform all duties pursuant to this agreement as an independent contractor. Superintendent shall not control or supervise the manner in which this agreement is performed nor withhold or pay taxes in behalf of Consultant or Consultant's employee(s) or agent(s).

VI. INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Consultant's or its employee's(') or agent's(') performance or failure to perform duties pursuant to this agreement, shall be the Consultant's sole obligation and the Consultant shall indemnify and hold harmless the Superintendent in full for any and all such acts or failures to act on the part of Consultant or its employee(s) or agent(s).

VII. TERMINATION

This agreement may be terminated by ASD #5 or any designee thereof, at any time, with or without reason, upon written notification thereof to the Consultant. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Consultant as of midnight of the second day following the date of its posting in the United States mail – addressed as first noted herein in the absence of proof of actual delivery to and receipt by Consultant by mail or other means at an earlier date and / or time.

In the event of termination by ASD #5, Consultant shall be entitled to an equitable portion of the total compensation provided herein for uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination by solely to the extent such expenses are reimbursable pursuant to the provisions of this Agreement.

VIII. VERBAL AGREEMENT

This written Agreement constitutes the mutual agreement of Consultant and ASD #5 in whole. No alteration or variation of the terms of this Agreement and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding,

IX. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Washington.

X. NON-DISCRIMINATION

No person shall, on the ground of race, creed, color, national origin, religion, sex, sexual orientation including gender expression or identity, the presence of any mental or physical disability, marital status, pregnancy, previous arrest (unless a clear and present danger exists) or incarceration be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

XI. CONFLICT OF INTEREST

Neither the Consultant nor Consultant's employee(s) shall perform any duty pursuant to this Agreement in which duty he / she may have participated as an employee of ASD #5.

XII. EFFECTIVE DATE-DURATION

This Agreement shall commence on the 30th day of August, 2023. This agreement shall terminate at midnight on the last day of December, 2023, with the sole exception of Sections IV (Ownership of Work Products and Restriction Against Dissemination) and VI (Indemnification) which shall continue to bind the parties, their heirs and successors.

XIII. FEDERAL BACKUP WITHHOLDING INFORMATION

The consultant certifies to ASD #5 that the Consultant is not subject to backup withholding under Section 3406(a)(1)(c) of the Internal Revenue Code. The Consultant agrees to notify ASD #5 in writing if this information is not true.

IN WITNESS THEREOF, ASD #5 and Consultant have executed this Agreement consisting of five pages.

XIV. CERTIFICATION REGARDING DEBARMENT, SUPERVISION AND ELIGIBILITY

The contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency.

CONSULTANT

The undersigned certifies that he/she is the person duly qualified and authorized to bind the Consultant so identified to the foregoing Agreement and under penalty of perjury,

certifies the Social Security Number or Federal Identification Number provided is Correct.

Signed this _____ day of _____, _____.

Consultant Signature

Social Security Number or Federal ID#

Are you incorporated?

Yes _____ No X

ABERDEEN SCHOOL DISTRICT #5

Signature of Superintendent

Signed this _____ day of _____, _____.



**ABERDEEN SCHOOL DISTRICT
216 NORTH G STREET
ABERDEEN, WASHINGTON**

**SPECIAL SERVICES CONTRACT
Terms and Conditions**

In consideration of the promises and conditions contained herein, Aberdeen School District (the “District”) and Soliant Health, LLC (the “Provider”) mutually agree as follows:

1. Services. The District hereby contracts with the Provider to perform the services identified in paragraph 2 hereof.

2. Description of Services:

(a) Provide School Psychology Services, Occupational Therapy Services, Physical Therapy Services, Speech Language Pathology Services and/or Nursing Services for the 2023-24 school year and/or extended school year as needed.

(b) Such other related services as the District may request. Said services shall be provided in a manner consistent with the accepted practices for other similar services, performed to the District’s satisfaction, within the time period prescribed by the District.

3. Insurance. Contracting agency will maintain (at its expense), a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence covering acts or omissions and general liability which may give rise to liability for services under this Agreement. Provider will provide the District with assurance of this insurance coverage in writing before commencement of services under this Contract. Provider will notify the District within three (3) days in the event of cancellation or modification of such insurance. Provider’s failure to maintain such insurance policies shall be grounds for the District’s immediate termination of this Contract. The provisions of this paragraph shall survive the expiration or termination of this Contract for cause with respect to any event occurring prior to such expiration or termination.

4. Certification and Licensing Requirements. Provider warrants that all individuals providing services under this Agreement (“Service Providers”) meet applicable licensing and certification requirements. Provider must obtain and provide evidence to the District of current appropriate state certification and licensure at least 30 days prior to the beginning of each school year. Providers should have or be able to obtain an NPI number.

5. Background Checks. Pursuant to RCW 28A. 400. 303, any Service Providers under this Contract shall be required to have successfully completed a criminal history record check through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-834 and RCW 10.97.030-050, and through the Federal Bureau of Investigation prior to providing any services under this Agreement. Provider will be responsible for securing these criminal history record checks and payment of all costs for obtaining such background checks. Results of the background checks must be made available to the District prior to a Service Provider providing services to the District.

6. Prohibited Employment. The nature of the work performed under this Contract involves services provided to children and disabled adults. Therefore, no assigned Service Provider shall have pled guilty or been convicted of any felony crime specified under RCW 28A.400.322. Any failure to comply with this paragraph shall be grounds for immediate termination of this Contract for cause.

7. Failure to Report. Service Providers will inform Provider and the District of any inability to provide services no later than one (1) hour prior to reporting time. The District will notify Provider as soon as possible should any Service Provider assigned to the District fail to report to work as scheduled. Provider shall be responsible for providing substitute coverage without a lapse in service to the District for Service Providers who are absent for more than 5 consecutive days.

8. Contemporaneous Log of Service Time. Each Service Provider shall complete a log of the names (or initials) of the students served and the amount of time for each student. Any deviation from the amount of service time shall be noted and explained. Such log shall be submitted weekly (or monthly as agreed upon) via email to the District's Special Education Director.

9. Record Access. Provider and Service Providers shall be responsible for maintaining and securing any records or logs necessary to justify, support, and document the services provided under this Contract. Provider shall retain such records for not less than the period prescribed by law. All duly authorized auditors of Provider and the District shall have access to examine said records.

10. Confidentiality. In providing services under this Contract, Provider and Service Providers may have access to personally identifiable education records and confidential information regarding District students, parents/guardians, or staff (collectively referred to as "Confidential Information"). Provider agrees that it and its Service Providers will maintain the confidentiality of Confidential Information. The use or disclosure of any Confidential Information for any purpose not directly connected to Provider's services under this Contract is strictly prohibited except where required or authorized by law.

Provider and Service Providers agree to maintain the confidentiality of student records and provide access to the parents/guardians and students of such records in accordance with the Family Education Rights and Privacy Act (FERPA) and the Health Information Privacy and Accountability Act (HIPAA).

11. Independent Contractor. The Provider shall perform all duties pursuant to this Contract as an independent contractor. The District shall not control or supervise the manner in which this Contract is performed, except as expressly provided herein. Nothing in this Contract shall be construed to create a partnership, agency relationship, or employer-employee relationship between the District and Provider or its personnel. Neither party may incur debts or make commitments for the other party. Provider and its personnel shall not represent himself, herself, or itself as an employee, representative, or spokesperson for the District.

12. Provider and Service Providers Not Employees of District. Employees of Provider shall not be entitled to any rights or privileges of District employment. Provider assumes exclusive responsibility for any and all acts or omissions of its agents, officers, or employees. Provider will maintain direct responsibility as the employer of Service Providers for payment of wages, benefits, and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance. Provider acknowledges that the District is not withholding federal income tax or FICA (Social Security) tax from Provider's payment or paying Washington State unemployment, industrial insurance, or any other taxes on behalf of Provider or Provider's personnel. Provider shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

13. Conversion. The District will make no attempt to recruit employees from the provider. However, should an employee of the provider decide to apply for a position with the district for the following year, the provider will not charge the district a conversion fee.

14. Quality of or Need for Services. If the District's Special Education Director determines that the services of Provider's personnel is unable to perform or has failed to perform the services required by the District in a manner satisfactory to the District within the first sixty (60) days of service, the Director will communicate any concerns with the Provider. The Provider will work with the District's Special Education Director to facilitate improvement. If improvement is not made in the noted time period, the District will notify Provider and such assignment will end immediately. The District's obligation to compensate for such Service Provider's services will be limited to the number of hours actually worked.

15. Orientation. Provider will cooperate with the District to provide Service Providers with an adequate and timely orientation to the assigned school(s).

16. Billing, Payment, and Accounting. Provider will submit invoices to the District's Business Office. Each invoice must identify the District purchase order number. Provider will be paid based on the rate sheet attached as Addendum A. Payment shall be made on a monthly basis after the District's Business Office receives Provider's billing statement in the form specified by the District, which statement shall include the services performed, the dates such services were rendered, and the name(s) and location(s) of the Provider's personnel performing such services. Each such billing statement must be approved before submission to the District's Business Office by the District's Special Education Director.

Invoices must be submitted one (1) time per month by the 5th of each month and payments will be made after the second school board meeting of the following month. The District will send all payments to the address printed on acceptable invoices.

Upon request, Provider shall provide to the District with an accounting of services, which shall detail the services performed on each invoice and such other information as the District may reasonably request. Upon request, Provider shall provide the District with access to the books and records related to the services of Provider for inspection, audit, and reproduction.

17. Nondiscrimination. By entering into this Contract, Provider assures the District that Provider complies with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation including gender expression or identity, age, marital status, veterans' status, disability, or use of a trained guide dog or service animal by a person with a disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this Contract.

18. Indemnification and Hold Harmless. Each party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other party and such other parties officers, directors, employees, agents and contractors (the "Indemnified Parties") from and against any and all liabilities, claims, losses, costs, judgments, penalties, fines, damages and expenses arising from or connected with any act or omissions of the Indemnifying Party, its officers, directors, agents, employees or contractors. Additionally, and notwithstanding the previous sentence, the District shall indemnify the Provider for all costs incurred and associated with any suits or other causes or action brought by an HCP against the District.

19. Debarment and Suspension. Provider certifies that to the best of its knowledge and belief, its principals and assigned service providers are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded for the award of contracts by a federal government agency or department. Further, Provider certifies that it is not presently indicted for and has not within three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against it for commission of performing a public transaction or contract. If it is later determined that Provider knowingly rendered an erroneous certification, in addition to any other remedies available to the District, the District may terminate this Contract for cause.

20. Contract Default. Provider's failure to provide the services as indicated in this Contract in accordance with the terms and conditions of this Contract will constitute contract default, and, after due written notification, allows the District to terminate the Agreement for cause.

When Provider fails to furnish services in accordance with the terms and conditions of this Contract and the District must purchase replacement services at a price greater than the contract price, the difference may be charged to Provider. The District may exercise this charge as a credit against invoices due Provider.

21. Termination. In addition to the District's other rights under this Agreement, either party may terminate this Agreement for cause upon thirty (30) days' written notice the other party, in which case the District shall pay Provider for all services performed through the effective date of the termination less any costs incurred by the District resulting from the breach(es). Either party may terminate this Agreement for its convenience upon thirty (30) days' written notice to the other party, in which case the District shall pay Provider for all services performed through the effective date of the termination. In the event that earmarked funding is withdrawn, reduced, or limited after the effective date of this contract but prior to completion, the District may terminate the Agreement without the required notice.

In no event shall either party be liable in any manner for incidental, special or consequential damages, expressly excluding claims based on its breach of confidentiality obligations, willful misconduct, or indemnification obligations for third party claims. Further, in no event shall either party's aggregate liability with respect to any claim or liability arising out of or relating to the agreement exceed the amounts actually paid to contractor for the provision of services hereunder during the 12 months preceding the incident giving rise to the claim.

22. Compliance with Rules and Laws. Provider agrees to comply with all applicable laws, orders, rules, regulations and ordinances of governmental bodies applicable to this Contract as well as applicable District policies and procedures. All services provided will be in accordance with local, state and federal laws and regulations.

23. Severability. Each numbered clause of this Contract stands independent of all other numbered clauses. If any clause of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any clause be adjudged invalid, that judgment shall not invalidate the total Contract; only clauses judged invalid shall not be enforced.

24. Term. Unless terminated earlier pursuant to provisions stated herein, this Contract shall commence on **August 1, 2023 and shall terminate on July 31, 2024** or the completion of the services identified in paragraph 2 hereof, whichever should first occur. This contract may be renewed annually by the District for up to three additional years.

25. Assignment. This Agreement may not be assigned without written authorization by the other party.

26. Licenses, Permits, and Warranty. Provider warrants that it and its personnel have the requisite training, skill, and experience necessary to provide the services under this Contract and are appropriately accredited and licensed by all applicable agencies and governmental entities. Provider shall be responsible for maintaining any and all licenses, permits, or other requirements for doing business or providing services under this Contract.

27. Entire Agreement and Modification. This written Contract constitutes the entire agreement between Provider and the District. No alterations or variations of the terms of this Contract shall be effective unless reduced to writing and signed by both parties.

28. Governing Law. The terms of this Contract shall be governed by the laws of the State of Washington. In the event that a dispute arises under the terms and conditions of this Contract, the parties agree to mediate the dispute prior to taking any formal legal action. In the event that legal action is commenced to resolve a dispute arising out of this Contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

29. Limited Liability. In no event shall either party be liable in any manner for incidental, special or consequential damages, expressly excluding claims based on its breach of confidentiality obligations, willful misconduct, or indemnification obligations for third party claims. Further, in no event shall either party's aggregate liability with respect to any claim or liability arising out of or relating to the agreement exceed the amounts actually paid to contractor for the provision of services hereunder during the 12 months preceding the incident giving rise to the claim.

Executed this ____ day of _____, 20____.

ABERDEEN SCHOOL DISTRICT

PROVIDER

Signature _____

Signature Israel Childs

Title _____

Title Managing Director



CLIENT ASSIGNMENT CONFIRMATION

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

ASSIGNMENT DETAILS

CLIENT NAME: Aberdeen School District PID: -
Consultant: Lauren Land Position: SLP
Assignment Start Date: 08/30/2023 Assignment End Date: 06/13/2024
Bill Rate per hour: \$76.00 Overtime Bill Rate per hour: \$114.00
Minimum Hours: 37.5
Miscellaneous: Start and end date are tentative and subject to change

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

DESIGNATED APPROVERS District Personnel designated by Client to approve Timesheets. If not applicable, respond with N/A.

Table with 3 columns: Approver 1, Approver 2, Approver 3. Rows include Name, Title, Phone, and Email.

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.
Option of virtual services will be offered by Soliant in lieu of onsite services.
All precautions will be taken by the Client to create a safe and healthy environment.

Account Representative Contact Information: Sean Vere
sean.ver@soliant.com
770.325.0310

By: 164683 - Aberdeen School District
Print Name:
Title:
Date:

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



CLIENT ASSIGNMENT CONFIRMATION

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

ASSIGNMENT DETAILS

CLIENT NAME: Aberdeen School District PID: -
Consultant: Andria Hainey Position: COTA
Assignment Start Date: 06/22/2023 Assignment End Date: 06/13/2024
Bill Rate per hour: \$70.30 Overtime Bill Rate per hour: \$105.45
Minimum Hours: 37.5
Miscellaneous: Start and end date are tentative and subject to change

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

DESIGNATED APPROVERS District Personnel designated by Client to approve Timesheets. If not applicable, respond with N/A.

Table with 3 columns: Approver 1, Approver 2, Approver 3. Rows: Name, Title, Phone, Email.

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.
Option of virtual services will be offered by Soliant in lieu of onsite services.
All precautions will be taken by the Client to create a safe and healthy environment.

Account Representative Contact Information: Sean Vere
sean.ver@soliant.com
770.325.0310

By: 164683 - Aberdeen School District
Print Name:
Title:
Date:

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

RESIDENTIAL PLACEMENT AGREEMENT

This Residential Placement Agreement (“**Agreement**”) is entered into between the Devereux Foundation, a Pennsylvania non-profit corporation with its principal place of business at 2012 Renaissance Blvd., King of Prussia, PA 19406 and its local affiliate the Devereux Advanced Behavioral Health Texas, 1150 Devereux Drive, League City, Texas 77573 (“**Devereux**”), and the Aberdeen School District (“**District**”), located in Aberdeen, Washington. Devereux and the District are collectively referred to as the “Parties.”

Whereas, the District has determined that Devereux is able to meet the residential treatment and special education needs of [REDACTED] (“**Student**”), a student enrolled in the District, and

Whereas, the District desires to place Student at Devereux, and

Whereas, the District represents that Student’s parents have agreed that Devereux is able to meet Student’s special education needs,

Now, therefore, in consideration of the terms set forth below, the Parties agree as follows:

1. Term and Renewal. This Agreement will be effective from July 1, 2023 through June 30, 2024, unless the Agreement is terminated earlier by either party, and may be renewed annually on July 1 of subsequent years.
2. Devereux Services. Devereux will provide Student with basic psychiatric intervention, psychological services, room and board, mental health related services, and education as called for in the Student’s individual treatment plan, which will be developed by Devereux.
3. Evaluations and Individualized Education Programs (“IEPs”). The District is responsible for preparing IEPs, convening IEP meetings, and initiating annual IEP reviews. The District is also responsible for reevaluations, as determined appropriate by Student’s IEP team. Devereux will participate in IEP team meetings and assist in preparation of IEP documentation by providing written present levels, written goals, transition plans, and behavior plans as needed. Evaluation and IEP team meetings will be scheduled at a time and place convenient for both parties. Devereux is responsible for implementing Student’s IEPs.
4. Compensation. The District shall pay to Devereux a fee for services per Attachment “A.” If Student is admitted or discharged during a payment period, the fee shall be prorated. The District is responsible for payment-in-full of fees for any and all days that the Student is enrolled in Devereux’s program. Payment is due no later than thirty (30) calendar days from the date of invoice. The District is not responsible for any costs not specifically set forth in this Agreement.

The fee does not cover, and Devereux shall not be responsible for Student's medical, pharmacy, dental, vision, medical insurance premiums, personal and clothing expenses, transportation to and from Devereux and other expenses generally considered as being personal to an individual in residential placement. Devereux will provide or obtain transportation for Student to a hospital and/or physician's office when needed.

5. Records and Progress Reporting. Devereux will keep records or logs of the services provided to Student under this Agreement. Devereux will also take data on the goals and objectives in Student's IEP and provide periodic reports on Student's progress on those goals and objectives in accordance with his IEP. Devereux will provide the District with access to Student's records, logs, and data upon request. If Devereux requires written authorization from Student's parents to provide the District with records and information related to Student, Devereux will promptly obtain that written authorization from Student's parents.

6. Observations. Devereux agrees that District representatives or appropriate staff members and Student's parents may visit and observe Devereux's program, facilities, and Student's receipt of the services provided by Devereux at any reasonable time. They may also meet with Devereux staff who are working with Student.

7. Records Maintenance. Devereux must maintain Student's records in compliance with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, ("FERPA"); 34 C.F.R. Part 99; and WAC 392-172A- 05180 through 392-172A-05245, and in accordance with record retention laws, the Public Schools (K-12) Records Retention Schedule from Office of the Secretary of State, Washington State Archives, and District record retention policies. Devereux must cooperate with the District regarding requests for records regarding Student, including, but not limited to, requests under FERPA, the Washington Public Records Act, or the IDEA.

8. Records Audit or Review. Devereux must maintain and have available for audit or review by the District and/or state or federal agencies documentation of attendance, hours of services provided to Student, personnel data, and financial data, including all revenues and expenditures pertaining to this Agreement.

9. Individuals with Disabilities Education Act. Devereux agrees that its provision of services under this Agreement will comply with the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 *et seq.*; its implementing federal regulations, 34 C.F.R. 300 *et seq.*; RCW Chapter 28A.155; and implementing state regulations, WAC Chapter 392-172A (collectively referred to as the "IDEA").

10. Prohibition against Sectarian or Religious Control. Services provided under this Agreement must be free of sectarian or religious influence or control.

11. Compliance with Law. Devereux and its employees must comply, and ensure Devereux's services comply, with all applicable laws, ordinances, rules, regulations, and other requirements applicable to the services provided by Devereux under this Agreement, in effect at the time the services are provided. Devereux will provide any documentation that may be required to evidence compliance with this section. Failure to comply with this Section is grounds for the District to immediately terminate this Agreement.

12. Crimes against Children. Pursuant to RCW 28A.400.330, Devereux must prohibit any employee of Devereux from providing services under this Agreement if the employee has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. Devereux must provide documentation, prior to providing the services described in this Agreement, that any employees who will provide the services have not pled guilty to, or been convicted of, any felony crime in RCW 28A.400.322. Failure of Devereux to comply with this Section is grounds for the District to immediately terminate this Agreement.

13. Policies and Regulations. Devereux will ensure that all of its employees who provide services under this Agreement comply with all applicable District Policies and Regulations. This includes, without limitation, complying with the following requirements:

- a. Confidentiality: Devereux and its employees, volunteers, agents, and subcontractors are required to comply with FERPA, 34 C.F.R. Part 99, and all other applicable federal and state laws regarding the confidentiality of student information and educational records.
- b. Child Abuse: Devereux will comply with the duty to report any suspected abuse or neglect of a child, as required by RCW 26.44.020. Devereux will notify the District immediately of any such reports.
- c. Non-discrimination: Devereux will comply with applicable local, state, and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, including gender expression or identity, marital status, age or the presence of any sensory, mental or physical handicap.

14. Debarment and Suspension. Devereux, by signing this Agreement, certifies that it is not presently debarred, suspended, declared ineligible, or voluntarily excluded from participating in federal programs or being eligible to receive federal funds by any local, state, or federal department or agency. Devereux will maintain evidence of compliance in its files.

15. Release and Indemnification. All activities performed by Devereux are performed at its own risk. Devereux must indemnify, defend, and hold the District, including its agents, board members, employees, directors, and officers, harmless from any liability, claim, loss, damages, injuries, or expenses, including, but not limited to, attorney's fees, arising out of or related to Devereux's performance of its obligations under this Agreement.

16. Independent Contractor. Devereux, including its agents, officers, and employees, will at all times be an independent contractor and not an employee, partner, agent, or representative of the District with respect to its performance of the services described in this Agreement. Devereux may not represent that it is, or hold itself out as, an agent or representative of the District.

17. Rights, Benefits, and Workers' Compensation. As an independent contractor, Devereux is not entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Devereux is responsible for providing at Devereux' own expense, disability, unemployment, worker's compensation, and other insurance, training permits, and licenses for Devereux and for Devereux' employees, as required by law. Devereux expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits, or liability payable by Devereux) that might otherwise be afforded Devereux under any industrial insurance, worker's compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington). By executing this Agreement, Devereux acknowledges that the foregoing waiver has been mutually negotiated by the parties. Devereux' waiver of immunity in this paragraph extends only to claims against Devereux by the District and does not include claims by Devereux' employees directly against Devereux.

18. Termination. The District may terminate this Agreement at any time for material breach by Devereux, by providing written notice, in which case Devereux will be liable for the direct and incidental damages suffered by the District for such breach, as determined by a court of competent jurisdiction located in Washington state. In addition, either party may terminate this Agreement by providing thirty (30) days written notice to the other party. In the event of termination, the District shall pay for, and Devereux shall provide services through the date of termination, unless the parties agree otherwise. In the event that Devereux loses its license to operate Student's program, this Agreement shall terminate immediately. This Agreement will no longer be active once Student has been discharged.

19. Taxes. Devereux is responsible for paying all taxes, including estimated taxes and sales taxes, incurred as a result of the compensation paid by the District to Devereux for services provided under this Agreement.

20. Insurance. Devereux must provide the District with evidence of Professional Liability insurance in the amount of at least one million dollars (\$1,000,000.00).

21. Authority. All Parties to this Agreement represent and warrant that they have full authority to enter into and be bound by this Agreement. The Parties further represent and warrant that the individual signing this Agreement has the necessary authority to execute this Agreement.

22. Governing Law. This Agreement is entered into, and must be construed and interpreted in accordance with, the laws of the state of Washington and the United States.

23. Entire Agreement. This Agreement is the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written agreement signed by both Parties.

24. Assignment. Devereux will not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written approval of the District.

25. Interpretation. The language of all paragraphs of this Agreement must be construed as a whole, according to its fair meaning. This Agreement must be construed and interpreted in a neutral manner.

26. Severability. If a court of competent jurisdiction finds any provision in this Agreement to be invalid or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

Each party's signature below indicates agreement with the terms of this Agreement.

For: **Aberdeen School District**

For: **Devereux Advanced Behavioral Health
Texas**

By: _____

By: _____

Name: Dr. Jeffrey Thake

Name: Pamela E. Reed

Title: Superintendent

Title: Executive Director

Date: _____

Date: _____

Devereux Advanced Behavioral Health Texas
Devereux Texas Treatment Network
Attachment “A”
Rates Effective Through 6/30/24

<u>Program</u>	<u>Daily Rate</u>
Autism Intensive Residential Services	
Room and Board	\$ 315.67 per day
Mental Health / Behavioral Health	\$ 767.89 per day
Special Education (250 day cal)	<u>\$ 263.50</u> per school day
Full Daily Rate	\$1,264.00

Inclusive of Applied Behavioral Analysis, Nursing, and Recreation.

Services not included in the above rate:

Additional Staff Support / One-to-One Aide	\$38.00 per hour
Speech and Language	at local provider cost
Occupational / Physical Therapy	at local provider cost
Evaluations / Assessments	at local provider cost

Devereux Texas Treatment Network
1150 Devereux Drive
League City, Texas 77573
281-335-1000

FIN: 23-1390618
NPI: 1235212895

Remittance Address:
P.O. Box 74292
Cleveland, OH 44194-0002

Hopkins/HLC Flooring Project Title Bids for RFQ-06-2023-5330/0210

Bidders Invited: June 12, 2023 by email
Bids Due: 2:00 pm , Jun 29, 2023 by email
Bids Opened: 8:30 am, July 5, 2023
Bid Award:

BIDDER	BID PER SPECS YES/NO	BID AMOUNT	TAX	TOTAL BID AMOUNT	DOWN PAYMENT REQUESTED
Great Floors	Y	\$26,891.64	\$2,441.76	\$29,333.40	\$ 0
Beresford Company	Y	\$18,510.60	\$1,680.76	\$20,191.36	\$ 0

Recommendation: Multiple bidders were invited from the MRSC Roster. 2 bidders submitted quotes. Quotes were reviewed by Elyssa Louderback, Michael Pauley and Amber Diel. The team recommends that the board award the bid for the Project Title to Beresford Company. If a down payment is requested, the Board authorizes the down payment amount to the successful bidder.

Action:

AJ West Flooring Bids for 2022-2023

Bidders Invited: June 14, 2023 by email
Bids Due: 2:00 p.m., June 29, 2023
Bids Opened: 8:30 a.m., July 5, 2023
Bid Award:

BIDDER	BID PER SPECS YES/NO	BID AMOUNT	TAX	TOTAL BID AMOUNT	DOWN PAYMENT REQUESTED
Great Floors	Y	\$ 91,909.10	\$ 8,345.35	\$ 100,254.45	\$ 0
Beresford Company	Y	\$ 69,894.90	\$ 6,346.46	\$ 76,241.36	\$ 0

Recommendation: Multiple bidders were invited from the MRSC Roster. 2 bidders submitted quotes. Quotes were reviewed by Elyssa Louderback, Michael Pauley and Amber Diel. The team recommends that the board award the bid for the AJ West Flooring Bid to Beresford Company. If a down payment is requested, the Board authorizes the down payment amount to the successful bidder.

Action:

Painting Bids for Stewart Building 2022-2023

Bidders Invited: June 21, 2023 by email
Bids Due: 2:00 p.m., Wednesday, June 30, 2023
Bids Opened: 8:00 a.m., Wednesday, July 5, 2023
Bid Award:

BIDDER	BID PER SPECS YES/NO	BID AMOUNT	TAX	TOTAL BID AMOUNT	Down payment requested
Alba Painting & Coating	Yes	\$135,000.00	\$12,258.00	\$147,258.00	\$58,903.20
Long Painting Company	No	N/A	N/A	N/A	N/A
Roadrunner's Painting	Yes	\$201,100.00	\$18,259.88.06	\$219,359.88	\$0

Recommendation: Multiple bidders were invited from the MRSC Roster. 3 bidders submitted quotes. Quotes were reviewed by Elyssa Louderback, Michael Pauley and Amber Diel. The team recommends that the board award the bid for the Stewart Painting Project to Alba Painting & Coating and to authorize the 40% down payment amount of \$54,000 (plus sales tax) to Alba Painting & Coating.

Action:

ADMINISTRATION

HIRE: We recommend the Board approve the following administrator hire:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Ruth Erwin-Svoboda	Central Park Elementary	Principal	08/04/23

CERTIFICATED

HIRE: We recommend the Board approve the following certificated hire:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Kyle Guggisberg	Aberdeen High School	Choral Teacher	08/30/23

SUMMER SCHOOL HIRES: We recommend the Board approve the following certificated summer school hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Kelly Hamblin	District	STEM Camp Teacher	08/07/23
Jason Dore	Aberdeen High School	ELA Teacher: 2 nd Session	07/10/23
Stacy Swinhart	Aberdeen High School	ELA Teacher	06/20/23
Anne Eisele	Miller Junior High	Lead Teacher	06/20/23

CLASSIFIED

HIRES: We recommend the Board approve the following classified hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Wade Watkins	Aberdeen High School	Custodian	07/24/23
Nathaniel Iseminger	MJH/Stevens	Custodian	TBD
Shilo Todd	McDermoth Elementary	21 st Century Site Coordinator .5 FTE	08/15/23
Emma-Leigh Wimberly	McDermoth Elementary	21 st Century Site Coordinator .5 FTE	08/15/23
Kyle Miller	Maintenance	Maintenance Summer Help	06/21/23
Luke Niemi	Maintenance	Maintenance Summer Help	06/21/23
Cole Revel	Maintenance	Maintenance Summer Help	06/22/23
Madelyn Williamson	Maintenance	Maintenance Summer Help	06/21/23

CHANGE OF ASSIGNMENTS: We recommend the Board approve the following classified change of assignments:

<u>Name</u>	<u>Location:</u>	<u>Position To:</u>	<u>Position From:</u>	<u>Effective Date</u>
Sherri Frafjord	Stevens Elementary	MTSS Assistant	Paraeducator	08/30/23
Tim Clinton	Maintenance	Lead Custodian	Maintenance Worker	08/01/23

CHANGE OF ASSIGNMENTS: We recommend the Board approve the following classified change of assignments:

<u>Name</u>	<u>Position:</u>	<u>Location To:</u>	<u>Location From:</u>	<u>Effective Date</u>
Maria Ruiz-Garcia	MTSS Assistant	Stevens Elementary	Miller Junior High	08/30/23
Glenda Smith	Custodian	Miller Junior High	Hopkins	07/10/23

SUMMER SCHOOL HIRE: We recommend the Board approve the following classified summer school hire:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Mason Campeau	Aberdeen High School	Paraeducator – Session 2	07/10/23

CLASSIFIED (Cont'd)

EXTRA-CURRICULAR HIRES: We recommend the Board approve the following extra-curricular hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Todd Bridge	Aberdeen High School	Summer Conditioning/Weight Training Coach	06/19/23
Dan Brown	Aberdeen High School	Assistant Girls' Basketball Coach	11/13/23
Robert King	Aberdeen High School	Assistant Football Coach .5 FTE	08/16/23

EXTRA-CURRICULAR RESIGNATIONS: We recommend the Board approve the following extra-curricular resignations:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Iliana Mercado-George	Aberdeen High School	Assistant Bowling Coach	06/23/23
Erin Pehl	Aberdeen High School	Assistant Girls' Basketball Coach	06/27/23



To: Aberdeen School District Board Members
From: Dr. Jeffrey Thake, Superintendent
Re: **Request for Assignment Exception
WAC 181-82-110**
Date: July 11, 2023

Assignment Exception Requested:

Assign Mark Borgens to English Language Arts II at Harbor Learning Center Jr./Sr. High School.

Mark Borgens has a Washington State Teaching Certificate with an Elementary Education and Special Education endorsement. He has a Bachelor of Arts from University of San Diego.

Plan of Assistance:

1. Lisa Griebel, principal of Harbor Learning Center Jr./Sr. High School., will act as a mentor and provide the following support:
 - a. Monitoring of lesson plans and curriculum to ensure alignment with required district and state standards
 - b. Classroom observations and feedback.
 - c. Provide opportunities for collegial discussions and participation with other staff.
 - d. Ensure collaboration opportunities with other staff throughout the district.
 - e. Provide other support as needed.

I, Mark Borgens, agree to the proposed plan of assistance:

Mark Borgens Date
Certificate #305447E

I, Dr. Jeffrey Thake, give my assurance that the assignment of Mark Borgens was made in compliance with WAC 181-82-110:

Dr. Jeffrey Thake Date
Superintendent

Approved by the Aberdeen School District Board of Directors:

Jennifer Durney Date
Board President



To: Aberdeen School District Board Members
From: Dr. Jeffrey Thake, Superintendent
Re: **Request for Assignment Exception
WAC 181-82-110**
Date: July 11, 2023

Assignment Exception Requested:

Assign William Rabung to General Education Foundations Math and Foundations US History
J. M. Weatherwax/Aberdeen High School.

William Rabung has a Washington State Teaching Certificate with an Special Education endorsement. He has a Bachelor of Arts from University of Washington, Masters of Education from University of Washington

Plan of Assistance:

1. Aaron Roiko, principal of J. M. Weatherwax/Aberdeen High School, will act as a mentor and provide the following support:
 - a. Monitoring of lesson plans and curriculum to ensure alignment with required district and state standards
 - b. Classroom observations and feedback.
 - c. Provide opportunities for collegial discussions and participation with other staff.
 - d. Ensure collaboration opportunities with other staff throughout the district.
 - e. Provide other support as needed.

I, William Rabung, agree to the proposed plan of assistance:

William Rabung Date
Certificate #402739G

I, Dr. Jeffrey Thake, give my assurance that the assignment of Willian Rabung was made in compliance with WAC 181-82-110:

Dr. Jeffrey Thake Date
Superintendent

Approved by the Aberdeen School District Board of Directors:

Jennifer Durney Date
Board President



To: Aberdeen School District Board Members
From: Dr. Jeffrey Thake, Superintendent
Re: **Request for Assignment Exception
WAC 181-82-110**
Date: July 11, 2023

Assignment Exception Requested:

Assign Robert Sutlovich to P.E. Lifetime Fitness at J. M. Weatherwax/Aberdeen High School.

Robert Sutlovich has a Washington State Teaching Certificate with an Elementary Education endorsement. He has a Bachelor of Arts Washington State University.

Plan of Assistance:

1. Aaron Roiko, principal of J. M. Weatherwax/Aberdeen High School, will act as a mentor and provide the following support:
 - a. Monitoring of lesson plans and curriculum to ensure alignment with required district and state standards
 - b. Classroom observations and feedback.
 - c. Provide opportunities for collegial discussions and participation with other staff.
 - d. Ensure collaboration opportunities with other staff throughout the district.
 - e. Provide other support as needed.

I, Robert Sutlovich, agree to the proposed plan of assistance:

Robert Sutlovich 6/30/2023

Robert Sutlovich Date
Certificate #409733C

I, Dr. Jeffrey Thake, give my assurance that the assignment of Robert Sutlovich was made in compliance with WAC 181-82-110:

Dr. Jeffrey Thake Date
Superintendent

Approved by the Aberdeen School District Board of Directors:

Jennifer Durney Date
Board President