

ABERDEEN SCHOOL DISTRICT NO. 5
Regular Meeting of the Board of Directors
Aberdeen High School
June 16, 2026

5:30 p.m. Regular Meeting Call to Order

Flag Salute

Consent Agenda

1. Minutes
2. Accounts Payable
3. Trip Requests
4. Gifts to the District

Comments from the Board

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.

Presentations

Old Business

1. [Policy 3520 Fees, Fines and Charges](#)

Superintendent Reports

1. Last Day of School
2. Summer Session
3. Budget Update
4. [Seismic Safe Schools & Capital Projects](#)
5. Portrait of a Graduate

Financial Services

1. [Fiscal Status Report](#)

Board Meeting Agenda
June 16, 2026

New Business

1. [Flashlight 360](#)
2. [Detention Center Agreement 25-26](#)
3. [Grays Harbor Dept. of Health Agreement 2026](#)
4. [2026-2027 True North Agreements](#)
5. [2026-2027 South Sound Parent to Parent Agreement](#)
6. Next Meeting

Executive Session / Closed Session

1. [Personnel Report](#)
2. 2026-2029 Superintendent Contract Extension

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5
BOARD INFORMATION AND BACKGROUND
June 16, 2026

5:30 p.m. Regular Meeting Call to Order

Flag Salute

Consent Agenda – [Enclosure 1](#)

1. Minutes – The minutes from the regular meeting on June 2, 2026, are enclosed for your review and approval.
2. Accounts Payable – The payroll and accounts payable for May are enclosed for your review and approval.
3. Trip Requests
 - a. GEAR UP at Aberdeen High School is requesting permission to travel to Central Washington University at Ellensburg to attend the GEAR UP Focus Camp on June 23-25.
 - b. The Cheer team at Aberdeen High School is requesting permission to travel to the University of Puget Sound in Tacoma to attend cheer camp on July 21-24.
 - c. The AVID class at Aberdeen High School is requesting permission to travel to Eastern Washington to tour college campuses on Sept. 14-16.
4. Gifts to the District
 - a. The Grays Harbor Community Foundation has awarded \$20,000 to support before and after school programs in the district.
 - b. The Marian J. Weatherwax Charitable Trust has awarded grants totaling \$28,233.94 in support of several district initiatives.
 - c. Greater Grays Harbor Inc. donated \$2,500 in support of the SkillsUSA teams to travel to the national leadership conference and competition.
 - d. A patron has donated a portrait of J.M. Weatherwax to Aberdeen High School.

Comments from the Board

Comments from the Public

The Board welcomes public comment on agenda items. 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.

Presentations

Old Business

1. Policy 3520 Fees, Fines and Charges – An update to the policy governing student fees, fines and charges is presented for second reading and adoption. [Enclosure 2](#)

Superintendent Reports

1. Last Day of School – Co-Superintendents Lynn Green and Traci Sandstrom will provide an overview of the end of the school year.
2. Summer Session – Superintendent Green will provide information on the summer session.
3. Budget Update – The superintendents will provide an update on the 2026-2027 budget preparation. A reminder that the next meeting on July 21 will be preceded by a work-study at 4:30 p.m. for a budget overview and discussion.
4. Seismic Safe Schools and Capital Projects – Andrew Twyman from ESD 112 Construction Services Group will provide an update and request approval of a professional services contract for the capital projects at Aberdeen High School.
 - a. A professional services contract not to exceed \$20,171.40 with Jeremy Wolf of Certerra Northwest, LLC of Tacoma to provide third-party testing and inspection services on capital projects at Aberdeen High School is presented for your review and approval. [Enclosure 3](#)
5. Portrait of a Graduate – The superintendents will provide an update on the Portrait of a Graduate initiative.

Financial Services

1. Fiscal Status Report – Executive Director of Business and Operations Elyssa Louderback will present the Fiscal Status Report for May. [Enclosure 4](#)

New Business

1. Flashlight 360 – Superintendent Sandstrom will present an agreement with Flashlight 360 in the amount of \$68,250 to provide language development software services for your review and approval. [Enclosure 5](#)
2. Detention Center Agreement – Renewal of the annual agreement with the Grays Harbor Detention Center for 2025-2026 is presented for your review and approval. [Enclosure 6](#)

3. Grays Harbor Health Dept. Agreement – Superintendent Green will present a data sharing agreement with the Grays Harbor Health Department as part of the 21st Century Community Learning Center (21st CCLC) for your review and approval. [Enclosure 7](#)
4. 2026-2027 True North Agreements
 - a. A contract with ESD 113 to offer True North student assistance services in the district in 2026-2027 and participate in the Healthy Youth Survey is presented for your review and approval. [Enclosure 8](#)
 - b. A data sharing agreement with Capital Region ESD 113 in order to provide the True North Student Assistance and Treatment Program in 2026-2027 is presented for your review and approval. [Enclosure 9](#)
5. 2026-2027 South Sound Parent to Parent – Superintendent Sandstrom will present an agreement with South Sound Parent to Parent to provide transition services for toddlers entering preschool in 2026-2027. [Enclosure 10](#)
6. Next Meeting – The next regular meeting of the Board is scheduled for 5:30 p.m. Tuesday, July 21, 2026, in the Community Room at Aberdeen High School. A work-study to review the preliminary 2026-2027 budget will begin at 4:30 p.m.

Executive Session / Closed Session

At this time the meeting will recess for an executive session expected to last 10 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 11](#)
2. 2026-2029 Superintendent Contract Extension

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5

Minutes of the Regular Meeting of the
Board of Directors – June 2, 2026

President Jennifer Durney convened the regular meeting of the Aberdeen School District Board of Directors at 5:30 p.m. Tuesday, June 2, 2026, in the Community Room at Aberdeen High School. In attendance were Directors Mardi Emard-Colburn, Jeanne Marll, Annica Mizin and Suzy Ritter, along with Student Representatives Leticia Alvarenga and Kassandra Kumarasinghe, Co-Superintendent Lynn Green, Co-Superintendent Traci Sandstrom remotely, and 14 patrons and staff.

CALL TO ORDER

The meeting began with the flag salute.

On a motion by Vice President Ritter and seconded by Director Mizin, the Board approved the Consent Agenda, which included the minutes from the regular meeting on May 19, 2026, and a gift to the district from the Kids in Need Foundation of Minnesota, which donated two “Supply a Teacher” kits valued at \$512 to Robert Gray Elementary School.

CONSENT AGENDA

Director Mizin commented that she was able to take part in the equipment demonstration at A.J. West Elementary School when LeMay Grays Harbor visited the school with its new equipment.

COMMENTS FROM
THE BOARD

Student Representative Leticia Alvarenga commented that she enjoyed the 8th Grade visit to Aberdeen High School, and said that taking part in welcoming the future freshmen is a highlight of the school year for her.

COMMENTS FROM
STUDENT
REPRESENTATIVES

Student Representative Kassandra Kumarasinghe reported on the success of the AHS Marching Band at a competition in Idaho and the FFA at the state competition.

On a motion by Vice President Ritter and seconded by Director Mizin, following a presentation by Principal Mindi Hammill who provided an overview of the district’s Highly Capable Program, the Board approved the Highly Capable Handbook.

HIGHLY CAPABLE
ANNUAL REPORT

Athletic Director Doug Farmer presented a report on spring sports participation and post-season successes.

SPRING ATHLETICS
REPORT

On a motion by Vice President Ritter and seconded by Director Mizin, the Board adopted an update to Policy 2170 Career and Technical Education.

POLICY 2170 CTE

The Board discussed its participation in graduation for the Harbor Learning Center at 6 p.m. on June 4 at Stewart Field, and for AHS at 7 p.m. on June 5, also at Stewart Field.

GRADUATION
UPDATE

Superintendent Green provided an update on the 2026-2027 budget and the need to reduce expenditures by \$2.9 million. She noted that staffing reductions were accomplished without layoffs.

2026-2027 BUDGET
UPDATE

Superintendent Green reported that the work to design a new Harbor Learning Center is completed and the project is ready to be funded. The work to design a new elementary school in South Aberdeen continues, and will include an opportunity for students, parents and patrons to offer input on playground designs the last day of school.

SEISMIC SAFE
SCHOOLS AND
CAPITAL PROJECTS

Superintendent Green reported that the 2026-2027 school year will see the district taking a deeper dive into the goals set forth in the Portrait of a Graduate, with a focus in the coming months on development of a plan to reach the math goal of students ready for algebra by Grade 9.

PORTRAIT OF A
GRADUATE

Superintendent Green presented an update to the policy governing student fees, fines and charges for first reading. Following the update by Superintendent Green, and due to the migration of data to an updated student data management system, on a motion by Vice President Ritter and seconded by Director Mizin, the Board voted to drop the unpaid fees and fines of “inactive” students – those who are no longer in school or enrolled in the district.

POLICY 3250 FEES,
FINES AND
CHARGES

On a motion by Director Mizin and seconded by Director Marll, the Board approved renewal of the agreement with Chavez Beauty School to offer the cosmetology program through the Twin Harbors Skills Center.

2026-2027
COSMETOLOGY
AGREEMENT

On a motion by Vice President Ritter and seconded by Director Mizin, the Board approved a memorandum of understanding with Seattle University to place an intern in the district in 2026-2027.

2026-2027 SEATTLE
UNIVERSITY MOU

On a motion by Vice President Ritter and seconded by Director Mizin, the Board approved an agreement with Soliant Health LLC to provide special services in 2026-2027 with an addendum continuing the placement of Sherica Proffitt in the district as an occupational therapist.

SOLIANT HEALTH
AGREEMENT

President Durney announced that the next regular meeting of the Board is scheduled for 5:30 p.m. Tuesday, June 16, in the Community Room at Aberdeen High School.

NEXT MEETING

At 6:07 p.m., President Durney recessed the meeting for an executive session expected to last 10 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.

EXECUTIVE
SESSION

The meeting reconvened in regular session at 6:17 p.m.

On a motion by Vice President Ritter and seconded by Director Mizin, the Board approved the personnel report. Under certificated matters the Board approved the hiring of Jaydon Troy as a math teacher at Aberdeen High School and Nichole Brough and Mayra (Karina) Mead as special education teachers at Miller Junior High School, all effective Sept. 2, 2026; the hiring of Brigitte Vercoutere as a special education teacher for an extended school year in summer school effective June 15; and accepted the resignation of Dawn Meyers as a teacher at Miller Junior High School effective Aug. 31, 2026.

PERSONNEL
REPORT

CERTIFICATED

Under classified matters, the Board approved the hiring of Deborah Peterson as a school nurse for an extended school year in summer school effective June 15, 2026; approved a change of assignment for Julie Cramer at A.J. West Elementary School from satellite cook to cook effective Sept. 2, 2026; accepted the resignation of India Williams as a bus driver for the district effective Aug. 15, 2026; approved leaves of absence for Kristen Robey, a Food Service worker at Aberdeen High School, effective May 15 to July 23, 2026 and for Aaron Doull, an MTSS assistant at the Harbor Learning Center, effective Aug. 27 to Dec. 9, 2026; accepted the resignation of Larry Fleming as the head coach for boys' soccer at Aberdeen High School effective May 18, 2026; approved the hiring of Maggie Frisbee as a substitute for the district and accepted resignations from James Cappelletti as a substitute effective May 29, 2026, and from Britton Turner as a substitute effective May 27, 2026.

CLASSIFIED

On a motion by Director Mizin and seconded by Vice President Ritter, the Board approved the 2026-2027 Classified Staffing List.

2026-27 CLASSIFIED
STAFFING

On a motion by Director Mizin and seconded by Vice President Ritter, the Board approved the following salary schedules:

SALARY SCHEDULES

- 2026-2027 Food and Transportation Salary Schedule,
- 2026-2027 Maintenance and Operations Salary Schedule,
- 2026-2027 Public School Employees Salary Schedule, and
- 2026-2027 Unaffiliated Employees Salary Schedule.

There being no further business, the regular meeting was adjourned at 6:18 p.m.

ADJOURN

Lynn Green, Secretary

Jennifer Durney, President

Traci Sandstrom, Secretary

OVERNIGHT & OUT-OF-STATE STUDENT TRIP REQUEST

Overnight or out-of-state field trips require approval by the Board of Directors. Use the form below as an outline for the information necessary to submit a request for Board approval. Requests must be submitted to the building principal at least three weeks prior to submission to the Board. Following approval by the building principal and/or ASB, forward the request to the superintendent one week prior to the next scheduled Board meeting.

Group/Team Gear Up

School AHS

Advisor Jessica Madison Phone _____

Date(s) of Trip 6/23/26 - 6/25/26 Destination CWU

Lodging Location CWU Dorms Lodging Phone _____

Objective of Trip Gear Up Focus Camp

Number of Students 7 Number of Chaperones 1

Cost per Student \$40.- Cost per Chaperone 0

Funding Source and/or Account Code Gear Up

Type of Transportation Ride w/ Alma Bus form required YES ___ NO X

ASB Approval N/A Date —

Principal Approval Lynn Green Date 5/29/26

Board Approval _____ Date _____

(Reference School Board Policy – Field Trips and Excursions 2320 and 2320P)

OVERNIGHT & OUT-OF-STATE STUDENT TRIP REQUEST

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Group/Team Cheer

School AHS

Advisor Bailey Smith Phone 360-580-4937

Date(s) of Trip 7/21/26 - 7/24/26 Destination UPS

Lodging Location UPS Dorms Lodging Phone _____

Objective of Trip Cheer Camp

Number of Students 29 Number of Chaperones 3

Cost per Student \$505.00 Cost per Chaperone \$505.00

Funding Source and/or Account Code 0125(half) → Boosters(half)

Type of Transportation Bus Bus form required YES NO

ASB Approval Ashley Kohlermeier Date 6/8/26

Principal Approval [Signature] Date 6/8/26

Board Approval _____ Date _____

(Reference School Board Policy – Field Trips and Excursions 2320 and 2320P)

OVERNIGHT & OUT-OF-STATE STUDENT TRIP REQUEST

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Group/Team AHS AND

School Aberdeen High School

Advisor Ashley Kohimerer Phone 360-885-4121

Date(s) of Trip Sept. 14-14, 2026 Destination Spokane, WA

Lodging Location Holiday Inn- Spokane Lodging Phone (509) 927-7100

Objective of Trip Dist - ^{Valley} CWU, EWU, Gonzaga, WSK
College campus tours / presentations

Number of Students 40 Number of Chaperones 3

Cost per Student \$ 450 Cost per Chaperone \$ 1250

Funding Source and/or Account Code Weatherway Grant

Type of Transportation BUS Bus form required YES NO

ASB Approval _____ Date _____

Principal Approval *Jan R...* Date 5/21/26

Board Approval _____ Date _____

(Reference School Board Policy – Field Trips and Excursions 2320 and 2320P)



Grays Harbor Community Foundation

P.O. Box 615, Hoquiam, WA 98550 | (360) 532-1600 | info@gh-cf.org

Board of Directors

OFFICERS

Molly Bold
Chair
Mike Sand
Vice Chair
George Donovan
Secretary
Wes Peterson
Treasurer

June 1, 2026

Aberdeen School District
ATTN: Jamie Stotler
216 North G Street
Aberdeen, WA 98520

ELECTED MEMBERS

Dr. Donald Arima
Dr. Edward Brewster
Judith Davis
Erin DenAdel
Lynn Green
Tim Martin
Tom Quigg
Kathryn Skolrood
Mark Stensager
Bill Stewart
Richard Vroman
Maryann Welch

Dear Jamie,

Congratulations! The Grays Harbor Community Foundation is pleased to award your organization an After School Grant in the amount of **\$20,000.00** for your project, *Central Park Elementary and McDermoth Elementary Before School Programs*.

To accept this award and receive funding, please log in to your account and sign the Grant Award Agreement.

A final grant report is required and must be submitted by May 1, 2027. You can access the report by logging into your account. Please consider this letter a reminder that timely submission is necessary to remain eligible for future funding opportunities.

EMERITUS MEMBERS

Todd Lindley
Stan Pinnick
Randy Rust

The Foundation's board and staff sincerely appreciate the important work your organization does to strengthen our community. Congratulations, and we wish you continued success in the year ahead.

Staff

Eric Potts
Executive Director
Jessica Hoover
Senior Program Officer
Valerie Piper
Finance & Accounting Officer
Lyndsie Winter
Operations & Program
Assistant

Sincerely,


Eric Potts
Executive Director



JUN 01 2026

June 1, 2026

Aberdeen School District No. 5
Attn: Traci Sandstrom
216 North G Street
Aberdeen, WA 98520

RE: 2026 Grant Funds Request from the Marian J. Weatherwax Charitable Trust

Dear Traci,

Enclosed is a check in the amount of \$28,233.94, representing the 2026 grant funds from the Marian J. Weatherwax Charitable Trust to the Aberdeen School District No. 5. The funds are to be designated, as outlined in your 2025 request letter as follows:

- \$10,500 for a specialized curriculum to serve adults with intellectual disabilities
- \$2,500 for the school district's STAMP program
- \$14,568.72 to help fund heads with microphones for K-5 students
- \$665.22 additional funds to allocate as needed

The committee would like these funds to be used according to your priority list, starting with the specialized curriculum per the order stated above. The funds are not to be deposited into a general funding account and must be used as designated above.

When applying for next year's grant, the Committee will require an accounting of how previous year's grant funds were used. This will give the Committee confidence that funds were applied appropriately based upon the stated grant request.

We kindly request acknowledgement of this gift by signing and returning this letter (including page 2). A return envelope is provided for your convenience.

Sincerely,

Jennifer Lucero, CLU®, CTFA
Client Associate & Trust Resources

STUDENT FEES, FINES, CHARGES

~~Within the concept of free public education, whereby all children are required to attend school,~~
†The district will provide an educational program for the students as free of costs as possible.

The superintendent may approve the use of supplementary supplies or materials for which a charge is made to the student so long as the charge does not exceed the cost of the supplies or materials, students are free to purchase them elsewhere, or provide reasonable alternatives, and a proper accounting is made of all moneys received by staff for supplies and materials.

The board delegates authority to the superintendent to establish appropriate fees and procedures governing the collection of such fees and to make annual reports to the board regarding fee schedules. Arrangements shall be made for the waiver or reduction of fees for students whose families, ~~by reason~~ because of their low income, would have difficulty paying the full fee. For programs governed by the National School Lunch Act, †the USDA Child Nutrition Program guidelines shall be used to determine qualification for waiver, The superintendent or designee shall establish a procedure for annually notifying parents of the availability of fee waivers and reductions, including eligibility information for free or reduced-price meals.

A student will be responsible for the cost of replacing ~~materials or property which are lost or damaged due to negligence~~ any property belonging to others that is lost or damaged due to the student's negligence. ~~A student's grades, transcripts or diploma may be withheld until restitution is made by payment or the equivalency through voluntary work. The student or his/her parents may appeal the imposition of a charge for damages to the superintendent and board of directors.~~

~~The student and his/her parents shall be notified regarding the nature of the violation or damage, how restitution may be made, and how an appeal may be instituted. When the damages or fines do not exceed \$100, the student or his/her parents shall have the right to an informal conference with the principal. As is the case for appealing a short term suspension (3322), the principal's decision may be appealed to the superintendent and to the board of directors. When damages are in excess of \$100, the appeal process for long term suspension (3324) shall apply.~~

~~If a student has transferred to another school district that has requested the student's records, but that student has an outstanding fee or fine, only records pertaining to the student's academic performance, special placement immunization history, attendance, history of violent behavior, violent offenses, sex offenses, inhaling toxic fumes, drug offenses, liquor violations, assault, kidnapping, harassment, stalking or arson, and discipline actions shall be sent to the enrolling school. The content of those records shall be communicated to the enrolling district within two school days and copies of the records shall be sent as soon as possible. The official transcript will not be sent until the outstanding fee or fine is discharged. The enrolling school shall be notified that the official transcript is being withheld due to an unpaid fee or fine.~~

If any property of the district, a contractor of the district, an employee, or another student has been lost or willfully cut, defaced, or injured, with the damages exceeding \$1,000, the district

may withhold the diploma, but not the grades or transcripts, of the student responsible for the damage or loss for the earlier of either 5 years from the date of the student's graduation or until the amount owed is less than \$1,000. If the student and parent or guardian are unable to pay for the damages, the district shall provide a program of community service for the student in lieu of the payment of monetary damages. Community service completed must be credited at the applicable local or state minimum wage, whichever is greater. Upon completing community service that reduces the amount owed to less than \$1000, the student's diploma must be released.

The student or his/her parents or guardians may appeal the imposition of a charge for damages or fines. The student and his/her parents or guardians will be notified regarding the nature of the charge for damages or fines, whether the student's diploma may be withheld, how restitution may be made, and how an appeal may be instituted. When the damages or fines do not exceed \$100, the student or his/her parents or guardians will have the right to an informal conference with the principal. As is the case for appealing a short-term suspension, the principal's decision may be appealed to the superintendent or designee and board. When damages are in excess of \$100, the appeal process for long-term suspension will apply.

Legal References:	<u>42 U.S.C. 11431 et seq.</u>	<u>McKinney-Vento Homeless Assistance Act</u>
	RCW 28A.220.040	Fiscal support - Reimbursement to school districts - Enrollment fees - Deposit
	RCW 28A.225.330	Enrolling students from other districts – Requests for information and permanent records - Withheld transcripts - Immunity from liability - Notification to teachers and security personnel - Rules
	RCW 28A.320.230(f)	Instructional materials - Instructional materials committee
	RCW 28A.330.100	Additional powers of board
	RCW 28A.635.060	Defacing or injuring school property - Liability of pupil, parent or guardian - Withholding grades, diplomas or transcripts
	AGO 1965-66,#113	Suspension and restitution - Voluntary work program as alternative - Rights protected
	AGO 1973, No. 11	Districts - Schools - Fees - Tuition – Supplies - Authority of school districts to charge tuition fees or textbook fees Districts - Schools - Tuition & Fees – Authority of school districts to charge various fees

Adopted: 01/08/96

Revised: 05/07/06; 09/07/99; _____

**AGREEMENT BETWEEN ABERDEEN
SCHOOL DISTRICT AND PROFESSIONAL SERVICES CONSULTANT**

The “Effective Date” of this Agreement is:	June 16, 2026
<u>The “Parties” to this Agreement are</u>	
The “School District”:	Aberdeen School District No. 5 216 North G Street Aberdeen, Washington 98520 Attn: Elyssa Louderback
The “Consultant”:	Certerra Northwest, LLC 3838 S Warner Street Tacoma, WA 98409
The “Consultant’s representative”:	Jeremy Wolf, Divisional Vice President
The “Project”:	Aberdeen High School – Minor Capital Projects 2026
The “Scope of Services”:	See Exhibit ‘A’ for “Services”
<u>The Consultant’s “Fee”:</u>	
Hourly, up to a not-to-exceed amount of:	\$20,171.40
The “Date of Completion”:	See Exhibit ‘A’ for a general description of the Project timeline
<u>Minimum Required Insurance:</u>	
Commercial General Liability:	At least \$1 million per occurrence and \$2 million aggregate for personal injury, bodily injury and property damage
Automobile Liability:	At least \$1 million combined single limit and aggregate
Workers’ Compensation (industrial insurance):	At least that required by Washington State
Employer’s Liability:	At least \$1 million
Professional Liability:	At least \$1 million per claim and \$2,000,000 in the aggregate

The School District and Consultant agree as follows and per the attached. In addition to the Services described in this Agreement, the Consultant shall provide the Services described in its May 20, 2026 Proposal, attached as Exhibit A, pages one through fifteen, redacted. To the extent that the requirements of this Agreement conflict with or expand upon the terms of Exhibit A, and unless specifically excluded by Exhibit A, the terms of this Agreement shall apply. Except for the hourly rates, to the extent that the Consultant’s Proposal attaches or includes the Consultant’s or any of its subconsultants’ standard terms and conditions that are not specific to this Project, such standard terms and conditions are not a part of this Agreement and are not binding upon the School District.

TERMS AND CONDITIONS OF AGREEMENT

ARTICLE 1 **CONSULTANT'S RESPONSIBILITIES AND SERVICES**

1.1 The Services consist of those performed by the Consultant, Consultant's employees, and Consultants subconsultants, if any, as enumerated in this Agreement and Exhibit 'A.'

1.2 The Consultant represents that it is qualified and capable in all respects to perform the Services and has an established record of providing the type of services covered by this Agreement. Each person who performs the Services on behalf of the Consultant shall be experienced and qualified to perform the Services he or she performs, and the School District shall be entitled to rely on any assistance, guidance, direction, and advice provided by any such person. If requested by the School District, the Consultant shall remove from the Services, without cost to the School District or delay to the Services, any person whose removal the School District reasonably requests.

1.3 The Services shall be performed in a good, professional, and workmanlike manner, and with skill and diligence, all in accordance with the applicable standard of care. The Consultant shall complete its Services by the Date of Completion specified on the cover page.

1.4 The Consultant's Representative specified on the cover page shall be responsible for and in charge of the Services. The Consultant's Representative shall not be changed for the duration of the Services without prior written approval from the School District, which will not be unreasonably withheld.

1.5 At the time of performance, the Consultant shall be properly licensed, as required by applicable law, and properly equipped, organized, and financed to perform the Services. The Consultant shall also acquire and pay for (as part of Consultant's Fee) any and all permits required by applicable law for the Consultant to properly perform its Services. The Consultant is responsible for ensuring that its Services are performed in accordance with any applicable School District policy or procedure, and all applicable federal, state, county, city, and other jurisdictional laws, requirements, standards, and regulations in effect at the time that the Services are rendered.

1.6 The Consultant shall, at no cost to the School District, promptly and satisfactorily correct any Services that are defective or not in conformity with the requirements of this Agreement. The obligation of the Consultant to correct defective or nonconforming Services shall not in any way limit any other obligations of the Consultant and is in addition to any and all other rights and

remedies available to the School District under this Agreement or by law and shall in no event be construed or interpreted as obligating the School District to make any correction of defective or nonconforming Services.

1.7 The Consultant accepts the relationship of trust and confidence between the Consultant and the School District established in this Agreement. The Consultant shall cooperate with the School District and its employees, and the School District's other consultants, contractors, subcontractors, suppliers, and others involved with or impacted by the Services, and shall use its best efforts to maintain a positive working relationship with each.

1.8 The Consultant shall be and operate as an independent contractor in the performance of the Services and shall have control over and responsibility for all personnel performing the Services. The Consultant shall perform the Services in accordance with its own methods in an orderly and professional manner. In no event shall the Consultant be authorized on behalf of the School District to: (1) enter into any agreements or undertakings; (2) waive any provisions of any agreements or receive or accept notice on behalf of the School District; (3) authorize any payments or accept or approve any documents, work, services, goods, or materials on behalf of the School District, or (4) act as or be an agent or employee of the School District.

1.9 The Consultant may designate and subcontract with subconsultants, but only with the School District's prior written consent. The Consultant shall not subcontract with a subconsultant to which the School District has a reasonable objection. The Consultant shall incorporate the provisions of this Agreement and a scope of services consistent with its Services into its subcontracts, if any. Any subcontracting of any of the Services shall not relieve the Consultant from its responsibilities under this Agreement.

ARTICLE 2 **ADDITIONAL SERVICES**

2.1 Additional Services, and any other services involving compensation beyond the Consultant's Fee, shall be provided if authorized in writing by the School District by amendment to this Agreement. The School District shall pay for Additional Services only to the extent authorized and not caused by the errors, omissions, malfeasance, or negligence of the Consultant.

2.2 The Consultant shall not move forward in rendering Additional Services without the written permission of the School District. The Consultant shall notify the School District prior to providing any Services requiring an adjustment in the Consultant's Fee and shall specify the proposed adjustment. Failure to provide such timely written

notice before providing such Services shall be a waiver of any right to payment for Additional Services. If requested by the School District in writing, the Consultant shall proceed with such Additional Services even if the parties have not yet agreed to a change in compensation. If the School District deems that all or a part of such Additional Services are not required, the School District shall give prompt written notice to the Consultant and shall pay the Consultant for Services already completed. The Consultant shall have no obligation to provide, and the School District shall have no obligation to compensate the Consultant for, any future Additional Services not yet performed.

ARTICLE 3
SCHOOL DISTRICT'S RESPONSIBILITIES

3.1 To the extent not already provided, the School District shall provide full information regarding requirements for and limitations on the Services, including the School District's objectives, schedule, constraints, and criteria, and will respond to any questions from the Consultant regarding such information.

3.2 The School District shall pay the Consultant the Consultant's Fee specified on the cover page, in accordance with Article 9, for the Consultant's proper performance of the Services.

ARTICLE 4
**USE OF CONSULTANT'S
INSTRUMENTS OF SERVICE**

4.1 Any documents, reports, information, data, drawings, specifications, maps, models, photographs, studies, and/or other work product, including those in electronic form, prepared (whether completed or partial) by the Consultant and its subconsultants, if any, as a part of the Services are the Instruments of Service. The Instruments of Service shall become the joint property of the School District and Consultant and, unless otherwise provided, the Consultant shall be deemed the author of these Instruments of Service and shall retain all common law, statutory, and other reserved rights, including the copyright, to the extent not modified herein. The Consultant grants to the School District a non-exclusive license to use and reproduce at no additional cost the Instruments of Service for purposes of constructing, completing, using, maintaining, renovating, and/or adding to the Project and the Services. Reproducible copies of the Instruments of Service may be retained by the School District and the School District is entitled to make and retain copies and reproduce them for its own use.

4.2 Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project are not to be construed as publication in derogation of the either parties' reserved rights.

4.3 Upon request by the School District, the Consultant shall provide electronic copies of its Instruments of Service, including AutoCAD, Revit, Word, Excel and similar files to the School District as part of Services.

ARTICLE 5
DISPUTE RESOLUTION

5.1 Any claim, dispute, or other matter in question between the School District and the Consultant, including Consultant's subconsultants, arising out of or related to this Agreement ("Disputes"), shall be exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended Disputes and as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver signed by the School District and the Consultant.

5.2 The School District and Consultant shall endeavor to resolve Disputes through good-faith negotiation. If negotiations are not successful, each party shall continue to perform its obligations under this Agreement and the School District and Consultant shall endeavor to resolve such Disputes by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Washington Uniform Mediation Act and the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be filed in writing with the other party to this Agreement. If the parties are unable to select a mutually acceptable mediator within thirty days of the request for mediation, the request may then be filed with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings.

5.3 A principal of the Consultant and the Superintendent or designee of the School District, both having full authority to settle the Dispute (subject only to ratification by the School District's Board of Directors), must attend the mediation session. To the extent there are other parties in interest, such as subconsultants, contractors, subcontractors, and suppliers, their representatives, each with full authority to settle all pending disputes or claims, shall also be encouraged to attend the mediation session.

5.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Owner's location, unless another location is mutually agreed upon or if the dispute involves a third party that has a contract which requires a different location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

5.5 The School District and Consultant waive incidental, indirect, punitive, special and consequential

damages for Disputes, including attorneys' fees of third parties (unless such damages and costs are claimed on the basis of an indemnification), and including, without limitation, all such damages due to either party's termination. This waiver does not, however, limit a party's ability to recover third party damages arising out of claims against the other party.

5.6 Disputes that are not resolved pursuant to this Article 5 shall be subject to litigation and not arbitration.

ARTICLE 6
TERMINATION AND SUSPENSION

6.1 Suspension: If any undisputed amount remains due and owing after a period of sixty days from the date the Consultant submits an invoice, the Consultant may cease performing Services until all undisputed monies due are paid in full. The Consultant will not incur any liability for damages due to delay as a result of stopping performance of Services due to the School District's failure to pay undisputed amounts for Services rendered.

6.2 Termination by the School District: The School District may, at its sole discretion, terminate all or a portion of the Services not then properly performed under this Agreement at any time with or without cause upon written notice to Consultant. All Instruments of Service shall thereupon become the property of the School District, and the School District shall indemnify and hold harmless the Consultant, its agents, subconsultants, and employees, from any claims arising from the School District's subsequent use of the Instruments of Service after any termination for convenience.

6.3 Compensation: In the event of a termination without cause, the School District shall be liable to the Consultant only for Services properly completed prior to termination; this compensation shall not exceed the percentage of total Services properly completed at the time of termination multiplied by the Consultant's Fee.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be governed by the internal law of the State of Washington, without regard to its choice-of-law provisions. Exclusive venue for any litigation shall be in Superior Court in the County in which the Project is located.

7.2 The School District and Consultant waive all rights against each other and against the contractors, subconsultants, agents, and employees of the other for damages, to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the Contract for Construction. The School District and Consultant each shall

require similar waivers from their contractors, subconsultants, agents, and employees.

7.3 The School District and Consultant bind themselves, and their partners, successors, assigns, and legal representatives, to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the School District nor the Consultant shall assign this Agreement without the written consent of the other.

7.4 This Agreement represents the entire and integrated agreement between the School District and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the School District and the Consultant.

7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the School District or the Consultant.

7.6 The Consultant's Services shall be performed in accordance with generally accepted standards of professional practice, any applicable statutory or regulatory standards, and the terms and conditions of the Agreement. The Consultant shall be solely responsible for the safety of its own personnel, equipment, agents, independent contractors, and subconsultants, and shall be solely responsible for public health, safety, and welfare related to or arising from its acts or omissions at the site. The Consultant understands and agrees that it shall abide by all federal, state, and local laws and requirements, including without limitation those related to worker and site safety laws and regulations.

7.7 The School District reserves the right to contract with other consultants, contractors, subcontractors, and suppliers for services.

7.8 The Consultant certifies that it, and its employees and subconsultants, as applicable, are not prohibited from working at a public school site or from having unsupervised contact with children during the course of their employment, are not registered sex offenders, and have not pled guilty to nor been convicted of any of the crimes listed in RCW 28A.400.322. Pursuant to RCW 28A.400.303, the Consultant and its employees and subconsultants providing Services who will have unsupervised access to children are required to have successfully completed a background record check through the Washington State Patrol Criminal Identification System and through the Federal Bureau of Investigation in accordance with RCW 43.43.830 through .834, RCW 10.97.30 and RCW 10.97.50. The Consultant shall

provide the School District with the background check results prior to such individuals performing Services on site. Failure to comply with this Section shall be grounds for the immediate termination of this Agreement for cause.

7.9 To the extent required by applicable law and as requested by the School District, the Consultant shall comply, and shall assist the School District in complying, with the Washington Public Records Act, Chapter 42.56 RCW.

7.10 The Consultant shall comply with all state and federal laws, guidelines, and regulations, including all applicable provisions of Chapter 49.60 RCW, the Law Against Discrimination, and shall not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; the Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

7.11 To the extent that there is any dispute over the amount payable by the School District to the Consultant, or if this Agreement is on a cost-reimbursable basis, then the owner shall have the right to an accounting of Services, which shall detail the Services performed, the amounts paid to any subconsultants (supported by copies of all paid invoices) and such other information as the School District may reasonably request. Upon request, the Consultant shall provide the School District with access to the books and records related to the Services of Consultant and its subconsultants for inspection, audit, and reproduction.

7.12 The Consultant shall comply with the School District's policy that no tobacco products, including vaping, may be used on School District property. The Consultant shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplaces. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Project.

ARTICLE 8 **INSURANCE AND INDEMNIFICATION**

8.1 INSURANCE: The Consultant shall, at its sole cost and expense, secure and maintain at least the insurance types and limits identified on the cover page, on an occurrence basis, to protect the School District, its successors, assigns, and the respective directors, employees, and agents of each of the foregoing (such as by naming them as additional insureds), from and against any and all claims, losses, harm, costs, liabilities, damages, and expenses arising from the Consultant's Services.

8.1.1 The Consultant shall maintain professional liability insurance (errors and omissions) from the Effective Date through six years after the Date of Completion, with limits of at least those identified on the cover page, for claims that may result in any way from Consultant's negligent acts or omissions in performing its obligations under this Agreement.

8.1.2 All such insurance shall be placed with insurers and under such forms and limits of policies as may be reasonably acceptable to the School District. Within ten days of execution of this Agreement and annually thereafter, the Consultant shall deliver to the School District certificates of insurance (including renewal or replacement certificates), bearing all required endorsements, acceptable to the School District and signed by the insurer or its authorized representative, certifying that the policies are in full force and effect. The policies shall not be canceled or materially changed without the Consultant providing the School District with at least thirty days' prior notice of such cancellation or change. The School District, its Project Architect, and Project Manager shall be named as additional insureds on all applicable policies (except for the professional liability policy). The foregoing requirements as to insurance and acceptability to the School District of insurers and insurance to be maintained by the Consultant shall not in any manner limit or qualify the liabilities or obligations assumed by the Consultant under this Agreement.

8.2 INDEMNIFICATION: The Consultant hereby releases and agrees to indemnify and hold harmless the School District, its successors and assigns and the officers, directors and employees of each of the foregoing ("Indemnified Parties"), from and against any and all claims of third parties and losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising or resulting from such claims of third parties to the extent arising out of or in connection with any willful misfeasance, bad faith or negligence in, or reckless disregard of (1) the performance of the services or obligations of, or (2) the acts, errors or omissions of, the Consultant or any of its consultants of any tier, the respective successors and assigns of the Consultant or any such consultants, the directors, officers, employees and agents of each of the foregoing, or anyone acting on the Consultant's behalf in connection with this Agreement or its performance; PROVIDED, however, that the Consultant shall not be required to so indemnify and hold harmless any of such Indemnified Parties against liability for damages caused by or resulting from the sole negligence of the Indemnified Parties; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of Indemnified Parties and of the Consultant or its agents, consultants or employees, then the Consultant's indemnity and hold harmless obligations hereunder shall be limited to

the extent of the negligence of the Consultant or its agents, consultants or employees.

8.2.1 In claims against any person or entity indemnified under this Section 8.2 by an employee of the Consultant, any of its subconsultants of any tier, anyone directly or indirectly employed by them or anyone for whose acts they are liable, the obligations under this Section 8.2 shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Consultant or a subconsultant under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Consultant expressly waives immunity as to the School District only under Title 51 RCW, "Industrial Insurance."

**ARTICLE 9
PAYMENTS TO CONSULTANT**

9.1 PROGRESS PAYMENTS ON ACCOUNT OF SERVICES: Progress payments are due and payable to the Consultant within thirty days of receipt of the Consultant's invoice, provided that Consultant's invoice is received by the School District by the tenth of the month and provided that the Consultant is entitled to payment as provided in this Agreement. Amounts unpaid sixty days after

the invoice receipt date shall bear interest at the Bank of America Prime Rate plus 2%.

9.1.1 Consultant's invoices shall include the description and value of Services completed during the previous month, the percent of Services completed through the previous month, and the balance of Services remaining. Invoices, including Reimbursable Expenses, shall be accompanied by receipts or records documenting those expenses. Invoices for Additional Services, as authorized under Article 2, shall be accompanied by supporting information, such as time sheets or invoices, as necessary to substantiate the Additional Services.

9.2 CLAIMS: If the Consultant believes that it is entitled to any additional compensation, such as payment for which the Consultant considers to be Additional Services, the Consultant shall timely notify the School District in writing of such claims for compensation as provided in Section 2.2. Failure of the Consultant to timely provide such written notification to the School District shall constitute a waiver of the Consultant's rights to seek additional compensation. In no event shall the Consultant have the right to seek such additional compensation from the School District after acceptance of final payment by Consultant for Services.

ABERDEEN SCHOOL DISTRICT NO. 5

By: _____
(Signature)

(Printed name)

(Title)

CERTERRA NORTHWEST, LLC

By: _____
(Signature)

Jeremy Wolf

(Printed name)

Divisional Vice President

(Title)

EXHIBIT A
Consultant's Scope of Services



May 20, 2026

Aberdeen School District No. 5
216 North G Street
Aberdeen, WA 98520

Attention: Manuel Saldivar-Aguirre,
manuel.saldivar-aguirre@esd112.org

Subject: Proposal to Provide Construction Inspection and Testing Services

Aberdeen High School
410 N G ST.
Aberdeen, WA

Dear Manuel Saldivar-Aguirre,

Certerra Northwest, LLC (“Certerra”) is pleased to present our proposal to provide construction inspection and testing services for the Aberdeen High School Renovation project.

Project Understanding

We understand that the project will consist of a new steel canopy, wood shop dust collection system, guardrail upgrades, culinary ADA counter/sink, and all associated MEP/Fire Safety requirements. Based on our review of Bid Set drawings, Bid Set specifications, and Addendum 1 we understand that construction inspection and testing services will be required for the steel canopy, guardrail upgrades, and possibly other minor associated reinforced concrete an post installed anchor/rebar placement.

Terms and Conditions

Fee Proposal

We propose to perform the services described herein on a time and materials (hourly or test rate) basis, unless noted, in accordance with the attached Schedule of Fees. Our estimate is based on information given to Certerra by Manuel Saldivar-Aguirre and the following assumed construction durations. Estimates may vary due to circumstances that may develop during the course of the work or due to extended construction duration. If a change in the scope of work becomes necessary due to unforeseen conditions, which will increase the charges, we will obtain your authorization before proceeding. Our summary of estimated charges for the proposed services is as follows:

Construction Activity	Allocated Hours	Estimated Costs
Special Inspection & Testing	172	\$20,171.40
	Total	\$20,171.40

Redacted

Estimate Worksheets

Special Inspection & Testing

Item	Quantity	Unit	Unit Price	Total
Special Inspector Structural Steel	76	HR	\$100.00	\$7,600.00
NDT ASNT Level II Field	8	HR	\$120.00	\$960.00
Special Inspector, anchors/concrete/grout	80	HR	\$95.00	\$7,600.00
Trip Charge	26	EA	\$106.40	\$2,766.40
Administrative	4	HR	\$85.00	\$340.00
Project Manager	4	HR	\$140.00	\$560.00
ASTM C39 Cast Concrete Cyl 4x8	5	EA	\$45.00	\$225.00
ASTM C109 Compressive Strength 2" Cube	3	EA	\$40.00	\$120.00
	Subtotal			\$20,171.40

Assumptions

Assumptions made in developing our fee proposal include:

- Trip charge computed from our nearest office in Tacoma, WA
- Visual inspection would be requested for guardrail welds made in both the fab-shop and field
- Special inspection would be requested for equipment pads
- NDT would be requested for moment connections / full penetration welds

Scope of Work

Our proposed scope of work will consist of Special Inspection for structural steel and welding, post installed anchors, and reinforced concrete. A detailed description of the tasks required to complete this scope of work and an estimate of the costs associated with our work are detailed herein.

Special Inspection & Testing

We will provide a WABO certified Special Inspector to perform inspection of the installation of welds, bolted connections, post installed anchors/rebar, and reinforced concrete for compliance with the approved plans, job specifications, and building codes. The results of all tests and inspections will be provided to the designated representative in written daily reports of inspection and testing.

Added Services

Our base estimate may vary due to unforeseen circumstances that may develop during the work or due to extended construction duration. Under these circumstances, a revision to our scope, schedule, and/or fee will likely be required. Certerra will notify you if/when we anticipate that it will be necessary for us to provide services in addition to our base scope and will obtain written confirmation that we are authorized to do so.

Professional Insurance

We maintain liability and workers' compensation insurance coverage and amounts consistent with industry standards for the services being proposed herein. Certificates of insurance will be provided upon request.

General Charges

Personnel Charges for Professional Staff will be rounded upward to the nearest ¼ hour. Personnel Charges for Field Staff services will be charged on a portal-to-portal basis with time rounded upward to the nearest whole hour.

A daily four-hour minimum charge applies to Personnel Charges for Field Staff per staff member. Same day cancelations will incur a two-hour minimum charge. Rates are valid through June 30, 2027. Rates for personnel will increase by 4% per year on July 1st of each subsequent year.

Outside services, equipment rental, and reimbursables will be billed at cost plus 15% unless billed directly to and paid for by Client. Additional services not listed in our scope of work will be charged on a time and material basis in accordance with the schedule of fees above.

Overtime Charges

Overtime rates at 1.5 times the normal rate apply to weekends, standard PLA holidays, before 6:00am, after 4:00pm, and work in excess of 8 hours per day. A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

Per Diem Travel Charges

The daily per diem charge listed in the fee schedule will be applied when our personnel are required to stay overnight at remote locations. Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay.

Night Work

Will be charged at 1.5 times the normal rates for work performed during night shifts.

Closure

Our services will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the services are performed. This warranty is in lieu of all other warranties, either expressed or implied.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Fee Schedule

Personnel Charges - Professional Staff

Product Name	Units	Rate (\$)
Project Engineer - Laboratory	HR	\$175.00
Administrative	HR	\$85.00
Principal Engineer	HR	\$230.00
Principal Engineer - Expert Witness	HR	\$255.00
Technical Director	HR	\$200.00
Associate	HR	\$205.00
Project Engineer	HR	\$175.00
Project Engineer II	HR	\$185.00
Engineering Staff	HR	\$140.00
Project Manager	HR	\$140.00
Principal Geologist	HR	\$230.00
Principal Geologist - Expert Witness	HR	\$255.00
Project Geologist	HR	\$175.00
Project Geologist II	HR	\$185.00
Geologist Staff	HR	\$140.00
Environmental Professional	HR	\$175.00
Building Envelope Consultant	HR	\$175.00
Project Geologist II - Office	HR	\$185.00
Staff Geologist - Office	HR	\$140.00
Principal Engineer - Consultation	HR	\$230.00
Principal Engineer - Office	HR	\$230.00
Project Engineer - Office	HR	\$175.00
Project Engineer II - Office	HR	\$185.00
Staff Engineer - Office	HR	\$140.00
Staff Engineer II - Office	HR	\$150.00
Project Manager - Field	HR	\$170.00
Principal Geologist - Office	HR	\$230.00
Project Geologist - Office	HR	\$175.00

Personnel Charges - Field Staff

Product Name	Units	Rate (\$)
Soils Engineering Technician	HR	\$125.00
Special Inspector, anchors/concrete/grout	HR	\$95.00
Senior Engineering Technician	HR	\$150.00
Environmental Technician	HR	\$140.00
Commissioning Agent	HR	\$165.00
Commissioning Field Technician	HR	\$110.00
In-Place Density Tech - Asphalt	HR	\$115.00
Laboratory Technician - Field Lab	HR	\$110.00
Special Inspector Reinforced Concrete	HR	\$100.00
Special Inspector Prestressed Concrete	HR	\$100.00
Sample / Delivery Driver	HR	\$105.00
Special Inspector Fire Proofing	HR	\$105.00
Special Inspector Post Installed Anchors	HR	\$95.00
Special Inspector Masonry	HR	\$100.00
Special Inspector Shotcrete	HR	\$100.00
Special Inspector PT Concrete	HR	\$105.00
Special Inspector Fire Stopping	HR	\$105.00
Special Inspector Structural Steel	HR	\$100.00
Special Inspector High Strength Bolting	HR	\$110.00
Special Inspector Wood Construction	HR	\$110.00
NDT ASNT Level II Field	HR	\$120.00
NDT ASNT Level III Field	HR	\$185.00
NACE Coating Inspector Level 2	HR	\$125.00
Pull Torque Testing Technician	HR	\$115.00
Project Inspector (IOR)	HR	\$120.00
Lead Coring Technician	HR	\$145.00
Assistant Coring Technician	HR	\$145.00
Ground Penetrating Radar Technician	HR	\$190.00
Quality Control Manager	HR	\$145.00
Seismic Attachment Inspection	HR	\$110.00
HAZWOPER / Confined Space Entry Tech	HR	\$140.00
Certified Mix Design Tech (CMDT)	HR	\$160.00

Building Envelope Air Leakage Tech	HR	\$110.00
Building Envelope Fenestration Tech	HR	\$110.00
Building Envelope Field Technician	HR	\$110.00
Building Envelope Inspector	HR	\$135.00
CESCL Inspector	HR	\$110.00
Cold-Formed Steel Framing Inspector	HR	\$105.00
Laboratory Technician Sample Prep	HR	\$110.00
Public Works Inspector - AC Travel	HR	\$115.00
ACI Concrete Technician	HR	\$100.00
ACI Concrete Technician Travel	HR	\$100.00
Engineering Technician Travel	HR	\$120.00
Sample / Delivery Driver Travel	HR	\$105.00
SI Wood Construction Travel	HR	\$110.00
Building Envelope Air Leakage Tech Travel	HR	\$110.00
SI Reinforced Concrete Travel	HR	\$100.00
SI Prestressed Concrete Travel	HR	\$100.00
SI High Strength Bolting Travel	HR	\$110.00
Soils Engineering Technician Travel	HR	\$125.00
Special Inspector Fire Proofing Travel	HR	\$105.00
Lead Coring Technician Travel	HR	\$145.00
Senior Engineering Technician Travel	HR	\$150.00
Environmental Technician Travel	HR	\$140.00
SI Post Installed Anchors Travel	HR	\$100.00
Special Inspector Masonry Travel	HR	\$100.00
SI Structural Steel Travel	HR	\$110.00
Assistant Coring Technician Travel	HR	\$145.00
Lead Utility Location Technician Travel	HR	\$190.00
Seismic Attachment Inspection Travel	HR	\$110.00
Fire Escape Inspection Engineer	HR	\$125.00
HAZWOPER / Confined Space Tech Travel	HR	\$140.00
Building Envelope Fenestrat Tech Travel	HR	\$110.00
Building Envelope Field Technician Travel	HR	\$110.00
Building Envelope Inspector Travel	HR	\$135.00
CESCL Inspector Travel	HR	\$110.00

Cold-Formed Steel Inspector Travel	HR	\$105.00
Commissioning Agent Travel	HR	\$165.00
Commissioning Field Technician Travel	HR	\$110.00

Laboratory Tests - Steel

Product Name	Units	Rate (\$)
ASTM E605 Spray Applied Fireproofing Den	EA	\$95.00

Laboratory Tests - Soil

Product Name	Units	Rate (\$)
ASTM D7263 Dry Density Method B	EA	\$45.00
ASTM D7263 Dry Density Method A	EA	\$90.00
Geo Sieve	EA	\$65.00
ASTM D2850 Triaxial Compression Tst - UU	EA	\$325.00
ASTM D4767 Triaxial Compression Tst - CU	EA	\$3,250.00
ASTM D4318 Plasticity Index of Soils	EA	\$280.00
ASTM D1883 California Bearing Ratio	EA	\$1,100.00
ASTM D2435 Consolidation Add Load/Rate	EA	\$80.00
ASTM D2435 Consolidation with Time Rate	EA	\$725.00
ASTM D3080 Direct Shear, Consol&Drained	EA	\$845.00
ASTM D4829 Expansion Index of Soils	EA	\$525.00
ASTM D2166 Unconfined Comp Strength	EA	\$185.00
ASTM D5333 Hydro Collapse Potential	EA	\$515.00
ASTM D2937 In-Place Density, Drive Cyl	EA	\$47.00
ASTM D2216 Soil Moisture Content by Mass	EA	\$35.00
ASTM D698 Maximum Density Std Effort	EA	\$325.00
ASTM D1557 Max Density Optimum Moisture	EA	\$325.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$175.00
ASTM D4972 pH of Soils	EA	\$145.00
ASTM D2844 R-Value & Expansive Pressures	EA	\$350.00
ASTM D2419 Sand Equivalent	EA	\$200.00
ASTM D2434 Const Head Permeability Test	EA	\$615.00
ASTM D1140 Materials Finer than #200	EA	\$160.00
ASTM D422 Hydrometer Anaylsis	EA	\$505.00
ASTM D854 Specific Gravity of Soils	EA	\$190.00

ASTM D4546 Swell Potential	EA	\$725.00
ASTM D558 Soil-Cement Maximum Density	EA	\$395.00
ASTM D1633 Compression Test Soil Cement	EA	\$95.00
AASHTO T290 Water-Soluble Sulfate Soil	EA	\$95.00
AASHTOT291 Water-SolubleChloride in Soil	EA	\$95.00
AASHTO T100 Specific Gravity of Soils	EA	\$190.00
AASHTO T180 Maximum Density (Modified)	EA	\$325.00
AASHTO T89 Atterberg - LL	EA	\$280.00
AASHTO T90 Atterberg - PL/PI	EA	\$280.00
ASTM D3080 Residual Direct Shear	EA	\$405.00
ASTM D5084 Flexible Wall Permeability	EA	\$725.00
ASTM D4546 Swell Potential Method C	EA	\$697.50
ASTM D7928 Grading using Hydrometer	EA	\$505.00
ASTM G187 Soil Resistivity Two-Electrode	EA	\$325.00
AASHTO T193 California Bearing Ratio	EA	\$1,100.00
AASHTO T208 Unconfined Comp Strength	EA	\$185.00
AASHTO T216 Additional Load/Rate	EA	\$80.00
AASHTO T216 Consol w/ Time Rate	EA	\$725.00
AASHTO T236, Direct Shear	EA	\$845.00
AASHTO T265 Moisture Content of Soils	EA	\$35.00
AASHTO T288 Minimum Soil Resistivity	EA	\$325.00
AASHTO T289 pH of Soils	EA	\$145.00
AASHTO T99 Max Density, Standard Effort	EA	\$325.00
AASHTO T258 Expansion of Soils	EA	\$525.00

Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
ASTM C140 Block Compressive Strength	SET	\$125.00
ASTM C140 Block Moisture & Absorption	SET	\$175.00
ASTM C90 Masonry Block Conformance	SET	\$175.00
ASTM C780 Mortar Cylinder Compression	EA	\$40.00
ASTM C1019 Grout Prism Compression	EA	\$60.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$175.00
ASTM C109 Compressive Strength 2" Cube	EA	\$40.00

Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
ASTM C642 Density Concrete	EA	\$260.00
ASTM C39 Cast Concrete Cyl 4x8	EA	\$45.00
ASTM C42 Compressive Strength, Core	EA	\$100.00
ASTM C39 Cyl Tested out of Sequence	EA	\$65.00
ASTM C495 Lightweight Concrete Strength	EA	\$50.00
ASTM C78 Flexural Strength, Beam	EA	\$150.00
ASTM D4832 Compressive Strength CLSM	EA	\$45.00
ASTM C1140 Shotcrete Panel Test	SET	\$80.00
ASTM C496 Splitting Tensile Test	EA	\$175.00
ASTM C495 Density - Lightweight Concrete	EA	\$80.00
ASTM D4543 Unconf Compr Strgth Rck	EA	\$240.00
ASTM D7012 Unconf Compr Strgth Rck MdC	EA	\$325.00
ASTM C1260 Alkali-Silica Reactivity	EA	\$1,100.00
ASTM C1567 Alkali-Silica Reactivity	EA	\$1,100.00
ASTM C579 Compressive Strength	EA	\$60.00
AASHTO T106 Compressive Strength 2" Cube	EA	\$60.00
AASHTO T97 Flexural Strength, Beam	EA	\$150.00
AASHTO T22 Cast Concrete Cyl 4x8	EA	\$45.00

Laboratory Tests - Asphalt

Product Name	Units	Rate (\$)
ASTM D2726 Core Density (SSD)	EA	\$125.00
ASTM D1188 Core Density Parafilm Coated	EA	\$285.00
ASTM D2041 Maximum Theoretical Density	EA	\$195.00
ASTM D6307 Ignition Oven Calibration	EA	\$525.00
ASTM D6307 Asphalt Content by Ignition	EA	\$345.00
AASHTO T275 Core Density Paraffin Coated	EA	\$285.00
AASHTO T308 Asphalt Content by Ignition	EA	\$345.00
AASHTO T209 Theoretical Maximum Density	EA	\$195.00
AASHTO T312/T166 LTMD Gyrotory Compactor	EA	\$600.00
AASHTO T30 Gradation Extracted Agg	EA	\$225.00
ASTM D6925 Relative Density by Gyrotory	EA	\$600.00

ODOT TM 323 Ignition Oven Calibration	UN	\$525.00
ODOT TM 323 Asphalt Content by Ignition	UN	\$345.00

Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
ASTM C131 Abrasion, Los Angeles Rattler	EA	\$405.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$155.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$215.00
ASTM C128 Specific Gravity, Fine Agg	EA	\$215.00
ASTM C1252 Angularity & Voids, Fine Agg	EA	\$275.00
ASTM C566 Moisture Content by Drying	EA	\$65.00
ASTM C117 Materials Finer than No. 200	EA	\$160.00
ASTM D2419 Sand Equivalent	EA	\$200.00
ASTM D4791 Flat & Elongated Particles	EA	\$190.00
ASTM D5821 Percent Fractured Particles	EA	\$190.00
ASTM C123 Percent Lightweight Particles	EA	\$250.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$545.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$225.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$200.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$200.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$190.00
ASTM C29 Unit Weight of Aggregate	EA	\$190.00
ASTM C535, Abrasion Large Aggregate	EA	\$405.00
AASHTO T304 Angularity & Voids in Fines	EA	\$275.00
AASHTO T84 Specific Gravity, Fine Agg	EA	\$215.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$215.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$405.00
AASHTO T27 Sieve Analysis, Combined Agg	EA	\$225.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$200.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$200.00
AASHTO T176 Sand Equivalent	EA	\$200.00
AASHTO T335 Percent Fractured Particles	EA	\$190.00
US ACOE CRD-C148 Expans Breakdown, Stone	EA	\$460.00
AASHTO T113 Lightweight Particles Aggs	EA	\$525.00
ODOT TM208 Air Agg Degradation	EA	\$385.00

ODOT TM225 Wood Particles in Aggs	EA	\$145.00
ASTM D3967 Split Tens Strng Rock	EA	\$225.00
ASTM D4543 Unit Weight, Rock	EA	\$240.00
ASTM D5731 Pt Ld Strng Index Rock	EA	\$225.00
AASHTO T104 Soundness by Sodium Sulfate	EA	\$545.00
AASHTO T11 Materials Finer than #200	EA	\$160.00
AASHTO T112 Clay & Friable Particles	EA	\$190.00
AASHTO T19 Density and Voids in Aggs	EA	\$190.00

Equipment Charges

Product Name	Units	Rate (\$)
Proof Load Testing Equipment	DAY	\$140.00
VOC Meter	DAY	\$310.00
Ultrasonic Flaw Detector Usage (Equipment Usage)	DAY	\$110.00
Cargo/Flatbed Trailer per day	Day	\$150.00
Supplied Air Respirator System	Day	\$240.00
Oxygen Monitor	Day	\$35.00
Photo Ionization Detector	Day	\$145.00
Combustible Gas Meter	Day	\$70.00
Misc Permits	EA	Quote
Misc Fees	HR	Quote
Misc Subconsultant #1	LS	Quote
Misc Subconsultant #2	LS	Quote
Misc Subconsultant #3	LS	Quote
Misc Subconsultant #4	LS	Quote
Misc Subconsultant #5	LS	Quote
Misc Subconsultant #6	LS	Quote
Misc Subconsultant #7	LS	Quote
Misc Subconsultant #8	LS	Quote
Misc Subconsultant #9	LS	Quote
Misc Subconsultant #10	LS	Quote
Dynamic Cone Petetrometer	HR	\$75.00
Per Diem	DAY	Quote
Refraction Seismograph	HR	\$600.00
Hand Auger	HOUR	Quote

Geoprobe	FT	\$25.00
Zip Level	Day	\$170.00
Speedy Moisture Tester	EA	\$50.00
Penetrant Test Unit and Consumables	EA	\$125.00
Torque Wrench (600 ft/lb capacity)	EA	\$60.00
Inclinometer	Day	\$440.00
Manometer	Day	\$55.00
Trip Charge	EA	\$106.40
Moisture Emission Test Kit	EA	\$75.00
Williamson Drive Probe	EA	\$12.00
Rebar Locator / Pachometer	DAY	\$115.00
Nuclear Density Test Gauge	Unit	\$85.00
Hand Held Turbidity Meter	DAY	\$55.00
Ultrasonic Test Unit and Consumables	DAY	\$45.00
Magnetic Particle Test Unit	DAY	\$45.00
Skidmore	DAY	\$110.00
Schmidt Hammer	DAY	\$115.00
Rh Probes	EA	\$75.00
Anchor Pull Test Device	EA	\$150.00
Fiber Optic Scope	Day	\$50.00
Wood Moisture Meter	Day	\$35.00
Floor Flatness/Levelness Device	Day	\$325.00
Torque Wrench	DAY	\$45.00
GK-403 Readout Box	Day	\$30.00
Drive Sleeve Apparatus	Day	\$30.00
Vibrating Wire Datalogger	Mon	\$60.00
Electricity 4-Probe Wenner Array	EA	\$190.00
Drone Test Flight	EA	\$350.00
Traffic Control Cones	EA	Quote
Generator	Day	\$50.00
Portable Changeable Message Board	EA	Quote
Mileage	MILE	Quote
LED Light/Tripod	Day	\$25.00

Redacted

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Redacted



*Our Children,
Our Schools,
Our Future*

TO: Lynn Green and Traci Sandstrom, Superintendents
 FROM: Elyssa Louderback, Executive Director of Business & Operations
 SUBJECT: Monthly Budget Report for May, 2026
 DATE: June 16, 2026

GENERAL FUND SUMMARY:

Revenue--Receipts were \$ 4,239,134.85.

Expenditures-- Expenditures were made in the total of 5,312,131.43. Expenditures for staff salary and benefits account for 81% of all expenditures for the month and 83% of the expenditures year to date.

Fund Balance— Current month ending fund balance is \$ 3,741,490.45. We had a negative cash flow of \$ 1,072,996.58 for the month. We will continue to manage our cash flow carefully throughout the year.

Additional General Fund Information

Revenue by Major Category:

<u>Revenue Source</u>	<u>Budgeted</u>	<u>Actual YTD</u>	<u>% Actual</u>	<u>Largely Comprised of:</u>
Local Taxes	\$ 5,787,680	\$ 5,724,194	98.90%	Prop taxes - received Oct/Nov and April/May
Local Nontax	\$ 397,010	\$ 375,617	94.61%	Donations, Local grants, Fees/fines, Misc
State, General	\$ 34,315,052	\$ 24,392,143	71.08%	Apportionment and LEA
State, Special	\$ 15,435,368	\$ 10,828,632	70.15%	Spec Ed, Detention, LAP, Bilingual, Hi Cap, Transport
Federal, General	\$ -	\$ 85,979	0.00%	Federal Forest; deducted from apportionment
Federal, Special	\$ 7,068,861	\$ 4,760,392	67.34%	Food Service, Fed Grants (Title I, Title 2, etc)
Other Districts	\$ 226,867	\$ 167,639	73.89%	Non high payments from Cosmopolis SD
Other Agencies	\$ 29,000	\$ 61,732	212.87%	Private Foundations, ESD 113, Govt agencies
Other Fin Sources	\$ -	\$ -		
Totals	\$ 63,259,838	\$ 46,396,327	73.34%	
			75.00%	of fiscal year elapsed

General Fund Expenditures by Activity: (The budget is an estimate and actual expenditures may be less or more than the estimates. Line item expenditures may exceed the estimated budget as long as total expenditures do not exceed the overall budget.)

Board of Directors	\$ 95,501	\$ 147,179.39	154.11%	Dues, audits, elections, legal svcs, travel, etc
Superintendent's Office	\$ 474,355	\$ 336,622.87	70.96%	General Admin/ Supt Office
Business Office	\$ 653,693	\$ 454,802.59	69.57%	Fiscal operations
Human Resources	\$ 461,297	\$ 352,929.47	76.51%	Personnel & recruitment, labor relations
Public Relations	\$ 50,250	\$ 40,287.15	80.17%	Educational/admin info to public
Supervision of Instruction	\$ 1,575,271	\$ 942,604.43	59.84%	includes secretarial support
Learning Resources	\$ 313,176	\$ 234,347.57	74.83%	Library resources & staffing
Principal's Office	\$ 3,469,307	\$ 2,638,173.44	76.04%	includes Secretarial support
Guidance/Counseling	\$ 2,731,339	\$ 1,870,063.33	68.47%	Counselors/support services
Pupil Management	\$ 4,000	\$ 8,307.86	207.70%	Bus & playground management, Safety, etc
Health Services	\$ 3,434,256	\$ 2,589,287.23	75.40%	Health including: nursing, OT/PT/SLP, etc
Teaching	\$ 35,454,215	\$ 26,036,098.17	73.44%	classroom teachers/para support
Extra-curricular	\$ 1,755,688	\$ 1,273,742.62	72.55%	Coaching, advising, ASB supervision
Payments to other district	\$ 845,000	\$ 404,985.96	47.93%	CTE/SC fees/Hoquiam Trans co-op/ECEAP sub
Instructional Prof Dev	\$ 1,063,431	\$ 802,653.26	75.48%	Prof development; instructional staff
Instructional Technology	\$ 67,186	\$ 145,003.50	215.82%	classroom technology
Curriculum	\$ 1,338,632	\$ 255,774.10	19.11%	District materials adoptions/purchases; staff
Pupil Safety	\$ 48,325	\$ 113,796.83	235.48%	Safe classroom environments, cleaning, etc
Food Services	\$ 2,833,658	\$ 2,293,947.15	80.95%	Mgmt of food service for district
Transportation	\$ 1,311,167	\$ 1,147,837.08	87.54%	Co-op payments, fuel, insurance
Maint & Operations	\$ 3,647,571	\$ 2,673,378.07	73.29%	cust/maint/grounds, security, warehouse
Other Services	\$ 3,316,335	\$ 2,820,705.98	85.05%	Insurance, utilities, tech, print, motor pool, Erate
Transfers	\$ (337,250)	\$ (266,593.89)	79.05%	in district use of buses, vehicles, food service
Interfund Transfers	\$ -	\$ 264,015	0.00%	Transfers (to Cap Proj/ Debt Service)
Totals	\$ 64,606,403	\$ 47,315,934	73.24%	

CAPITAL PROJECTS FUND SUMMARY:

Revenue – Total receipts were \$476,067.76 and consist of levy proceeds, grants, rental fees and interest.

Expenditures —Expenditures were made in the amount of \$ 253,760.68 for the month.

Fund Balance — Current monthly ending fund balance is \$ 1,652,457.40.

DEBT SERVICE FUND SUMMARY:

Revenue -- Total receipts were \$ 5,358.00 and consists of interest.

Expenditures — There were no expenditures for the month.

Fund Balance — Current month ending fund balance is \$ 558,830.83. Funds in this account are held for bond principal and interest payments.

ASSOCIATED STUDENT BODY FUND SUMMARY:

Revenue — There was \$ 107,737.34 revenue for the month.

Expenditures -- Expenditures total 75% of the budgeted expenditures for this fiscal year.

Fund Balance — Current month ending fund balance is \$ 339,048.86

TRANSPORTATION VEHICLE FUND SUMMARY:

Revenue – There was \$ 1,774.06 revenue for the month and consisted of interest and depreciation.

Expenditures — There were no expenditures for the month. We are still waiting for a few buses to show up this year.

Fund Balance — Current month ending fund balance is \$ 618,875.57.

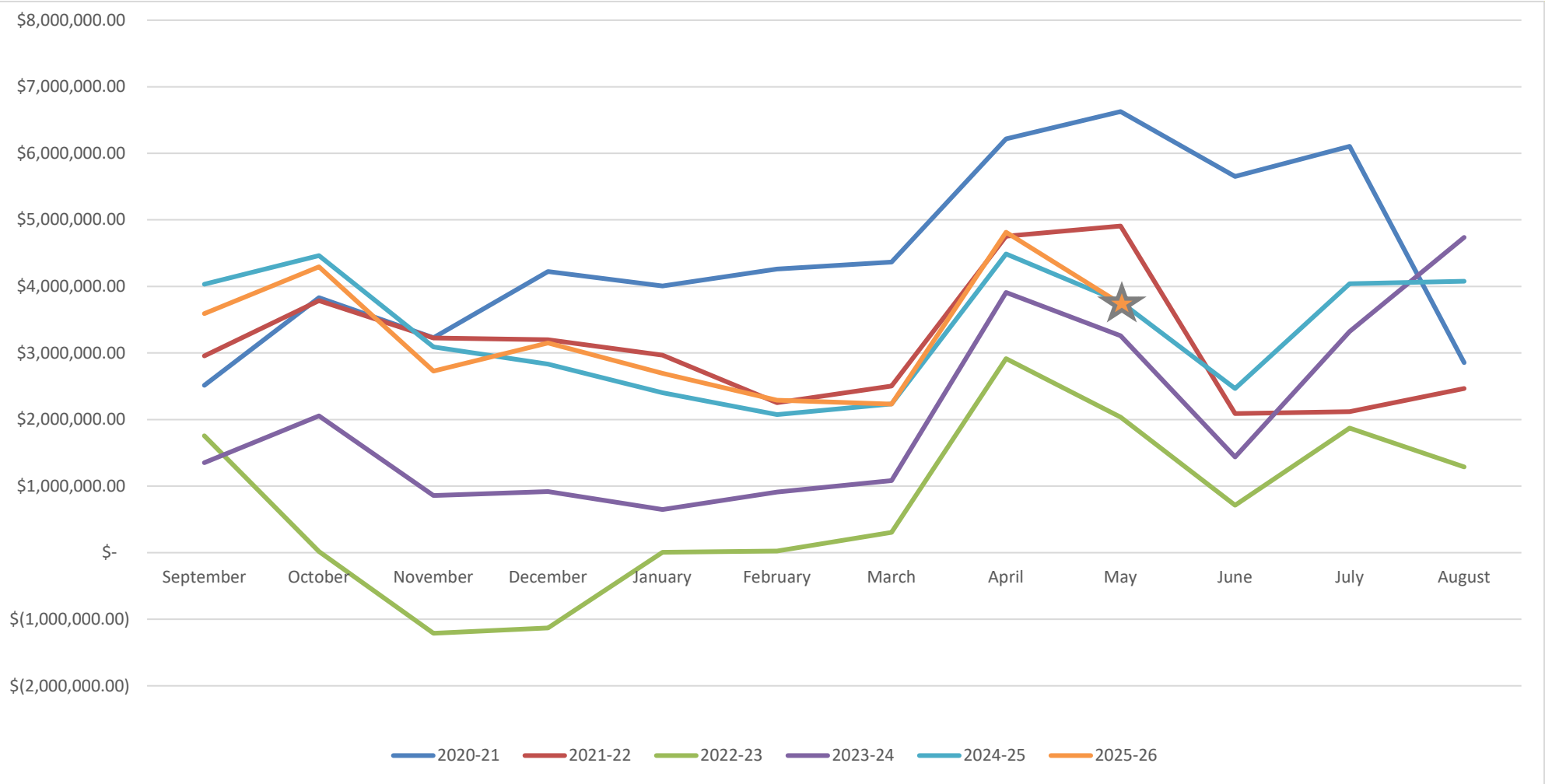
SUMMARY OF BUDGET EXPENDITURE CAPACITY

Budget Capacity as of May, 2026:

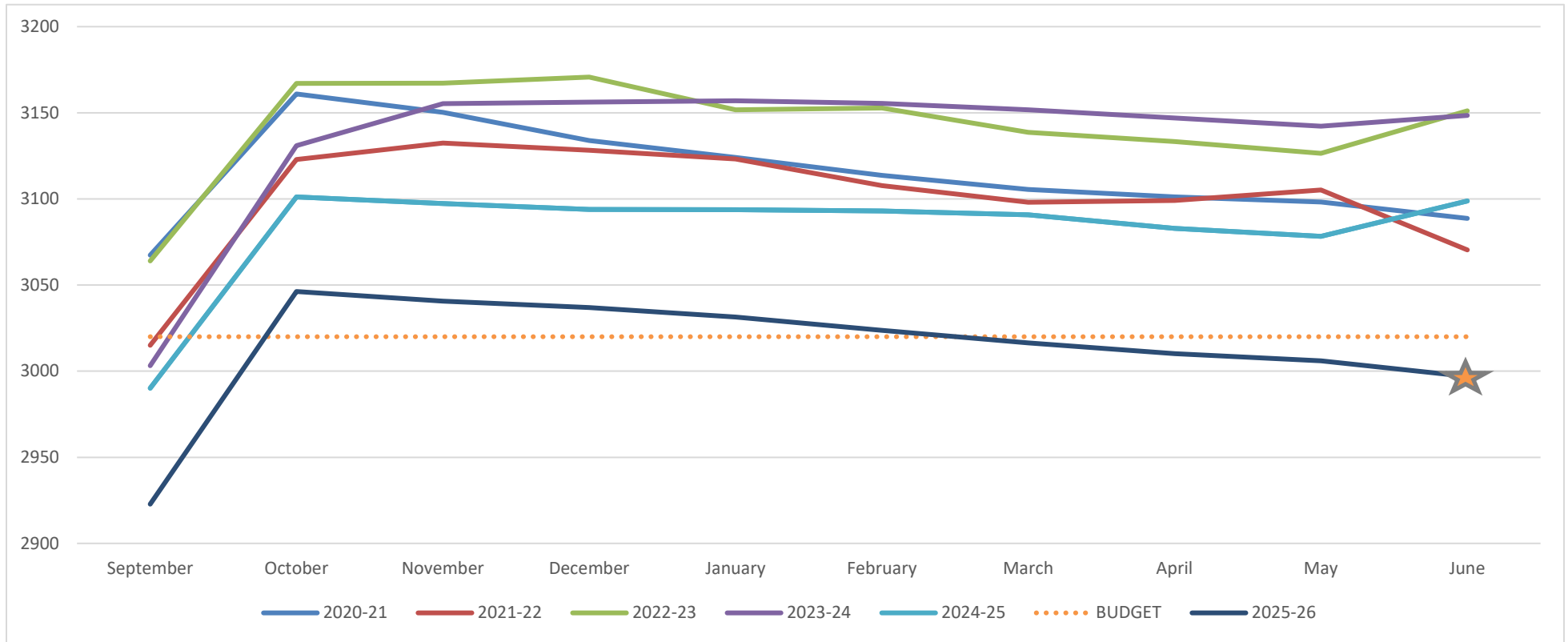
Fund	Budget	Expenditures YTD	Balance	% Expenditures	% Remaining
General	\$ 64,606,403	\$ 47,315,934	\$ 17,290,469	73.24%	26.76%
Capital Projects	\$ 11,782,325	\$ 4,545,624	\$ 7,236,701	38.58%	61.42%
Debt Service	\$ 1,601,125	\$ 1,532,274	\$ 68,851	95.70%	4.30%
ASB	\$ 433,414	\$ 325,003	\$ 108,411	74.99%	25.01%
Trans Vehicle	\$ 400,000	\$ -	\$ 400,000	0.00%	100.00%

GENERAL FUND FUND BALANCE TRENDS

End of May, 2026



ENROLLMENT TRENDS as of June, 2026



AAFTE	Grades K – 5	Gr. 6 – 8	HS	Subtotal	Run Start/ Open Door	+/- (Budget)
2025-26 Actual	1,181.74	673.24	946.08	2,800.79	196.09	- 23.12 (2,996.88)
2025-26 Budget	1,183	693	999	2,875	145	3,020
2024-25 Actual	1,208.11	694.82	1,020.70 *	2,923.63	175.21 *	+ 13.84 (3,098.84)
2023-24 Actual	1,276.92	720.04	990.32 *	2,987.30	161.22 *	+ 78.52 (3,070)
2022-23 Actual	1,292.06	759.62	982.59	3,034.27	127.93	+ 77.20 (3,085)
2021-22 Actual	1,299.38	775.67	963.66	3,038.71	75.13	+ 13.84 (3,100)
2020-21 Actual	1,287.98	777.52	943.61	3,015.97	85.44	+ 1.41 (3,100)

* Includes summer school enrollment

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

For the ABERDEEN SCHOOL DISTRICT NO 5 School District for the Month of May, 2026

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
A. REVENUES/OTHER FIN. SOURCES						
1000 LOCAL TAXES	5,787,680	593,501.27	5,724,193.51		63,486.49	98.90
2000 LOCAL SUPPORT NONTAX	397,010	28,888.60	375,616.86		21,393.14	94.61
3000 STATE, GENERAL PURPOSE	34,315,052	2,004,454.89	24,392,143.45		9,922,908.55	71.08
4000 STATE, SPECIAL PURPOSE	15,435,368	867,037.48	10,828,632.43		4,606,735.57	70.15
5000 FEDERAL, GENERAL PURPOSE	0	.00	85,978.87		85,978.87-	0.00
6000 FEDERAL, SPECIAL PURPOSE	7,068,861	733,535.56	4,760,391.67		2,308,469.33	67.34
7000 REVENUES FR OTH SCH DIST	226,867	438.55	167,638.56		59,228.44	73.89
8000 OTHER AGENCIES AND ASSOCIATES	29,000	11,278.50	61,731.73		32,731.73-	212.87
9000 OTHER FINANCING SOURCES	0	.00	.00		.00	0.00
Total REVENUES/OTHER FIN. SOURCES	63,259,838	4,239,134.85	46,396,327.08		16,863,510.92	73.34
B. EXPENDITURES						
00 Regular Instruction	25,945,229	2,043,879.42	19,446,863.67	56,706.61	6,441,658.72	75.17
10 Federal Stimulus	0	.00	.00	0.00	.00	0.00
20 Special Ed Instruction	10,779,294	918,762.67	8,167,971.00	151,006.91	2,460,316.09	77.18
30 Voc. Ed Instruction	3,523,645	363,711.51	2,623,523.36	38,803.03	861,318.61	75.56
40 Skills Center Instruction	416,909	44,169.65	324,969.36	11,570.92	80,368.72	80.72
50+60 Compensatory Ed Instruct.	7,251,917	448,449.32	4,329,667.25	12.66	2,922,237.09	59.70
70 Other Instructional Pgms	1,339,473	81,664.66	675,181.14	4,055.98	660,235.88	50.71
80 Community Services	2,136,669	149,663.29	1,467,840.67	9,307.36	659,520.97	69.13
90 Support Services	13,213,248	1,261,830.91	10,279,917.71	413,567.24	2,519,763.05	80.93
Total EXPENDITURES	64,606,384	5,312,131.43	47,315,934.16	685,030.71	16,605,419.13	74.30
C. OTHER FIN. USES TRANS. OUT (GL 536)	264,015	.00	264,015.34			
D. OTHER FINANCING USES (GL 535)	0	.00	.00			
E. UNUSUAL/INFREQUENT-INFLWS (GL 968)	0	.00	.00		.00	0.00
F. UNUSUAL/INFREQUENT-OUTFLWS (GL 538)	0	.00	.00		.00	0.00
G. NET CHANGE IN FUND BALANCE (A-B-C-D+E-F)	1,610,561-	1,072,996.58-	1,183,622.42-		426,938.58	26.51-
H. TOTAL BEGINNING FUND BALANCE	3,767,910		4,925,112.87			
I. G/L 896, 897, 898 ACCOUNTING CHANGES AND ERROR CORRECTIONS (+OR-)	XXXXXXXXX		.00			
J. TOTAL ENDING FUND BALANCE (G+H + OR - I)	2,157,349		3,741,490.45			

K. ENDING FUND BALANCE ACCOUNTS:

G/L 810 Restricted For Other Items	14,070	14,070.00
G/L 815 Restrict Unequalized Deduct Rev	0	.00
G/L 821 Restrictd for Carryover	676,580	534,142.22
G/L 823 Restricted for Carryover of Tra	0	.00
G/L 825 Restricted for Skills Center	0	.00
G/L 828 Restricted for C/O of FS Rev	0	.00
G/L 830 Restricted for Debt Service	0	.00
G/L 835 Restrictd For Arbitrage Rebate	0	.00
G/L 840 Nonspnd FB - Invent/Prepd Itms	102,021	123,183.65
G/L 845 Restricted for Self-Insurance	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 870 Committed to Other Purposes	0	.00
G/L 872 Committed to Econmc Stabilizatn	0	.00
G/L 873 Committed to Depreciation Sub-F	0	.00
G/L 875 Assigned Contingencies	0	.00
G/L 884 Assigned to Other Cap Projects	0	.00
G/L 888 Assigned to Other Purposes	0	.00
G/L 890 Unassigned Fund Balance	1,610,561-	65,114.89-
G/L 891 Unassigned Min Fnd Bal Policy	2,975,239	3,135,209.47
<u>TOTAL</u>	2,157,349	3,741,490.45

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

For the ABERDEEN SCHOOL DISTRICT NO 5 School District for the Month of May, 2026

	ANNUAL	ACTUAL	ACTUAL			
	BUDGET	FOR MONTH	FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
A. REVENUES/OTHER FIN. SOURCES						
1000 Local Taxes	2,225,126	220,777.74	2,123,590.93		101,535.07	95.44
2000 Local Support Nontax	37,000	1,825.34	88,808.82		51,808.82-	240.02
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	8,469,000	253,464.68	2,829,401.07		5,639,598.93	33.41
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
7000 Revenues Fr Oth Sch Dist	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	264,015.34		264,015.34-	0.00
Total REVENUES/OTHER FIN. SOURCES	10,731,126	476,067.76	5,305,816.16		5,425,309.84	49.44
B. EXPENDITURES						
10 Sites	0	.00	6,269.00	0.00	6,269.00-	0.00
20 Buildings	10,469,000	253,760.68	3,560,455.15	470,502.03	6,438,042.82	38.50
30 Equipment	0	.00	260,102.06	656.30	260,758.36-	0.00
40 Energy	0	.00	.00	0.00	.00	0.00
50 Sales & Lease Expenditure	0	.00	718,798.02	0.00	718,798.02-	0.00
60 Bond Issuance Expenditure	0	.00	.00	0.00	.00	0.00
90 Debt	0	.00	.00	0.00	.00	0.00
Total EXPENDITURES	10,469,000	253,760.68	4,545,624.23	471,158.33	5,452,217.44	47.92
C. <u>OTHER FIN. USES TRANS. OUT (GL 536)</u>	1,313,325	.00	1,257,600.00			
D. <u>OTHER FINANCING USES (GL 535)</u>	0	.00	.00			
E. <u>UNUSUAL/INFREQUENT-INFLows (GL 968)</u>	0	.00	.00		.00	0.00
F. <u>UNUSUAL/INFREQUENT-OUTFlows (GL 538)</u>	0	.00	.00		.00	0.00
G. <u>NET CHANGE IN FUND BALANCE</u> <u>(A-B-C-D+E-F)</u>	1,051,199-	222,307.08	497,408.07-		553,790.93	52.68-
H. <u>TOTAL BEGINNING FUND BALANCE</u>	2,011,630		2,149,865.47			
I. <u>G/L 896, 897, 898 ACCOUNTING</u> <u>CHANGES AND ERROR CORRECTIONS (+OR-)</u>	XXXXXXXXX		.00			
J. <u>TOTAL ENDING FUND BALANCE</u> <u>(G+H + OR - I)</u>	960,431		1,652,457.40			

K. ENDING FUND BALANCE ACCOUNTS:

G/L 810 Restricted For Other Items	0	.00
G/L 825 Restricted for Skills Center	0	.00
G/L 830 Restricted for Debt Service	0	.00
G/L 835 Restrictd For Arbitrage Rebate	0	.00
G/L 840 Nonspnd FB - Invent/Prepd Itms	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 861 Restricted from Bond Proceeds	0	.00
G/L 862 Committed from Levy Proceeds	201,359	402,524.10
G/L 863 Restricted from State Proceeds	0	56,161.93-
G/L 864 Restricted from Fed Proceeds	0	.00
G/L 865 Restricted from Other Proceeds	145,673	.00
G/L 866 Restrictd from Impact Proceeds	0	.00
G/L 867 Restricted from Mitigation Fees	0	.00
G/L 868 Restricted from CTE Carryover R	0	.00
G/L 869 Restricted fr Undistr Proceeds	0	.00
G/L 870 Committed to Other Purposes	0	.00
G/L 889 Assigned to Fund Purposes	613,399	1,306,095.23
G/L 890 Unassigned Fund Balance	0	.00
<u>TOTAL</u>	960,431	1,652,457.40

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

For the ABERDEEN SCHOOL DISTRICT NO 5 School District for the Month of May, 2026

	ANNUAL	ACTUAL	ACTUAL			
<u>A. REVENUES/OTHER FIN. SOURCES</u>	<u>BUDGET</u>	<u>FOR MONTH</u>	<u>FOR YEAR</u>	<u>ENCUMBRANCES</u>	<u>BALANCE</u>	<u>PERCENT</u>
1000 Local Taxes	0	3,761.07	27,242.59		27,242.59-	0.00
2000 Local Support Nontax	25,000	1,596.93	18,940.41		6,059.59	75.76
3000 State, General Purpose	0	.00	.00		.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
9000 Other Financing Sources	1,313,325	.00	1,257,600.00		55,725.00	95.76
<u>Total REVENUES/OTHER FIN. SOURCES</u>	<u>1,338,325</u>	<u>5,358.00</u>	<u>1,303,783.00</u>		<u>34,542.00</u>	<u>97.42</u>
<u>B. EXPENDITURES</u>						
Matured Bond Expenditures	1,434,000	.00	1,434,000.00	0.00	.00	100.00
Interest On Bonds	165,125	.00	98,273.75	0.00	66,851.25	59.51
Interfund Loan Interest	0	.00	.00	0.00	.00	0.00
Bond Transfer Fees	2,000	.00	.00	0.00	2,000.00	0.00
Arbitrage Rebate	0	.00	.00	0.00	.00	0.00
Underwriter's Fees	0	.00	.00	0.00	.00	0.00
<u>Total EXPENDITURES</u>	<u>1,601,125</u>	<u>.00</u>	<u>1,532,273.75</u>	<u>0.00</u>	<u>68,851.25</u>	<u>95.70</u>
<u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	<u>0</u>	<u>.00</u>	<u>.00</u>			
<u>D. OTHER FINANCING USES (GL 535)</u>	<u>0</u>	<u>.00</u>	<u>.00</u>			
<u>E. UNUSUAL/INFREQUENT-INFLAWS (GL 968)</u>	<u>0</u>	<u>.00</u>	<u>.00</u>		<u>.00</u>	<u>0.00</u>
<u>F. UNUSUAL/INFREQUENT-OUTFLOWS (GL 538)</u>	<u>0</u>	<u>.00</u>	<u>.00</u>		<u>.00</u>	<u>0.00</u>
<u>G. NET CHANGE IN FUND BALANCE</u> <u>(A-B-C-D+E-F)</u>	<u>262,800-</u>	<u>5,358.00</u>	<u>228,490.75-</u>		<u>34,309.25</u>	<u>13.06-</u>
<u>H. TOTAL BEGINNING FUND BALANCE</u>	<u>775,928</u>		<u>787,321.58</u>			
<u>I. G/L 896, 897, 898 ACCOUNTING</u> <u>CHANGES AND ERROR CORRECTIONS (+OR-)</u>	<u>XXXXXXXXXX</u>		<u>.00</u>			
<u>J. TOTAL ENDING FUND BALANCE</u> <u>(G+H + OR - I)</u>	<u>513,128</u>		<u>558,830.83</u>			
<u>K. ENDING FUND BALANCE ACCOUNTS:</u>						
G/L 810 Restricted for Other Items	0		.00			
G/L 830 Restricted for Debt Service	513,128		558,830.83			
G/L 835 Restrictd For Arbitrage Rebate	0		.00			
G/L 870 Committed to Other Purposes	0		.00			
G/L 889 Assigned to Fund Purposes	0		.00			
G/L 890 Unassigned Fund Balance	0		.00			
<u>TOTAL</u>	<u>513,128</u>		<u>558,830.83</u>			

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

For the ABERDEEN SCHOOL DISTRICT NO 5 School District for the Month of May, 2026

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
A. REVENUES						
1000 General Student Body	77,547	5,685.00	66,776.71		10,770.29	86.11
2000 Athletics	146,900	52,137.84	127,748.24		19,151.76	86.96
3000 Classes	1,500	.00	.00		1,500.00	0.00
4000 Clubs	118,120	49,899.50	118,744.65		624.65-	100.53
6000 Private Moneys	85,700	15.00	72,906.55		12,793.45	85.07
<u>Total REVENUES</u>	<u>429,767</u>	<u>107,737.34</u>	<u>386,176.15</u>		<u>43,590.85</u>	<u>89.86</u>
B. EXPENDITURES						
1000 General Student Body	37,642	2,763.80	20,625.48	0.00	17,016.52	54.79
2000 Athletics	177,420	2,500.97-	134,529.62	7,843.29	35,047.09	80.25
3000 Classes	2,500	.00	.00	0.00	2,500.00	0.00
4000 Clubs	130,062	43,417.01	97,051.00	0.00	33,011.00	74.62
6000 Private Moneys	85,790	15.00	72,797.27	0.00	12,992.73	84.86
<u>Total EXPENDITURES</u>	<u>433,414</u>	<u>43,694.84</u>	<u>325,003.37</u>	<u>7,843.29</u>	<u>100,567.34</u>	<u>76.80</u>
C. EXCESS OF REVENUES						
<u>OVER (UNDER) EXPENDITURES (A-B)</u>	<u>3,647-</u>	<u>64,042.50</u>	<u>61,172.78</u>		<u>64,819.78</u>	<u>< 1000-</u>
D. <u>UNUSUAL/INFREQUENT-INFLows (GL 968)</u>	0	.00	.00		.00	0.00
E. <u>UNUSUAL/INFREQUENT-OUTFLOWS (GL 538)</u>	0	.00	.00		.00	0.00
F. <u>NET CHANGE IN FUND BALANCE (C+D-E)</u>	<u>3,647-</u>	<u>64,042.50</u>	<u>61,172.78</u>		<u>64,819.78</u>	<u>< 1000-</u>
G. <u>TOTAL BEGINNING FUND BALANCE</u>	<u>267,655</u>		<u>277,876.08</u>			
H. <u>G/L 896, 897, 898 ACCOUNTING CHANGES AND ERROR CORRECTIONS (+OR-)</u>	XXXXXXXX		.00			
I. <u>TOTAL ENDING FUND BALANCE (F+G + OR - H)</u>	<u>264,008</u>		<u>339,048.86</u>			
J. ENDING FUND BALANCE ACCOUNTS:						
G/L 810 Restricted for Other Items	7,500		7,500.00			
G/L 819 Restricted for Fund Purposes	256,508		331,548.86			
G/L 840 Nonspnd FB - Invent/Prepd Itms	0		.00			
G/L 850 Restricted for Uninsured Risks	0		.00			
G/L 870 Committed to Other Purposes	0		.00			
G/L 889 Assigned to Fund Purposes	0		.00			
G/L 890 Unassigned Fund Balance	0		.00			
<u>TOTAL</u>	<u>264,008</u>		<u>339,048.86</u>			

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

For the ABERDEEN SCHOOL DISTRICT NO 5 School District for the Month of May, 2026

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
A. REVENUES/OTHER FIN. SOURCES						
1000 Local Taxes	0	.00	.00		.00	0.00
2000 Local Nontax	8,000	1,774.06	13,245.66		5,245.66-	165.57
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	249,943	.00	.00		249,943.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
<u>Total REVENUES/OTHER FIN. SOURCES</u>	257,943	1,774.06	13,245.66		244,697.34	5.14
B. EXPENDITURES						
Type 30 Equipment	400,000	.00	.00	560,851.03	160,851.03-	140.21
Type 40 Energy	0	.00	.00	0.00	.00	0.00
Type 60 Bond Levy Issuance	0	.00	.00	0.00	.00	0.00
Type 90 Debt	0	.00	.00	0.00	.00	0.00
<u>Total EXPENDITURES</u>	400,000	.00	.00	560,851.03	160,851.03-	140.21
C. <u>OTHER FIN. USES TRANS. OUT (GL 536)</u>	0	.00	.00			
D. <u>OTHER FINANCING USES (GL 535)</u>	0	.00	.00			
E. <u>UNUSUAL/INFREQUENT-INFLOWS (GL 968)</u>	0	.00	.00		.00	0.00
F. <u>UNUSUAL/INFREQUENT-OUTFLOWS (GL 538)</u>	0	.00	.00		.00	0.00
G. <u>NET CHANGE IN FUND BALANCE</u> <u>(A-B-C-D+E-F)</u>	142,057-	1,774.06	13,245.66		155,302.66	109.32-
H. <u>TOTAL BEGINNING FUND BALANCE</u>	152,190		605,629.91			
I. <u>G/L 896, 897, 898 ACCOUNTING</u> <u>CHANGES AND ERROR CORRECTIONS (+OR-)</u>	XXXXXXXXX		.00			
J. <u>TOTAL ENDING FUND BALANCE</u> <u>(G+H + OR - I)</u>	10,133		618,875.57			
K. ENDING FUND BALANCE ACCOUNTS:						
G/L 810 Restricted For Other Items	0		.00			
G/L 819 Restricted for Fund Purposes	10,133		618,875.57			
G/L 830 Restricted for Debt Service	0		.00			
G/L 835 Restricted For Arbitrage Rebate	0		.00			
G/L 840 Nonspnd FB - Invent/Prepd Itms	0		.00			
G/L 850 Restricted for Uninsured Risks	0		.00			
G/L 889 Assigned to Fund Purposes	0		.00			
G/L 890 Unassigned Fund Balance	0		.00			
<u>TOTAL</u>	10,133		618,875.57			

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



February, 2026

To Whom It May Concern:

This letter serves to confirm that Flashlight Learning, Inc. is the exclusive distributor of the Flashlight360 products and services. The Flashlight360 System, an innovative and proprietary instructional tool, is uniquely available only through Flashlight Learning, Inc., and cannot be sourced from any other vendor.

The Flashlight360 System, which includes both the software as a service product and professional development services (hereinafter collectively referred to as "The Flashlight360 System"), is protected by a pending patent, application number 63/678,029. This pending patent underscores the uniqueness of The Flashlight360 System and provides a significant layer of protection for its intellectual property.

Additionally, The Flashlight360 System has been granted Federal copyright protection under the Copyright Act since its creation. As a "work for hire," The Flashlight360 System was developed by employees and contractors of Flashlight Learning, making Flashlight Learning the legal author and owner of the copyright. Flashlight Learning has consistently marked The Flashlight360 System products and related marketing materials with the appropriate copyright notices since their initial distribution and will continue to do so in accordance with copyright law.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Brandt".

Andrew Brandt
COO
Flashlight Learning, Inc.



In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 573.040, RSMo.)

[Signature]
Authorized Representative's Signature

Andrew Brandt
Printed Name

COO
Title

Feb 17, 2026
Date

andrew@flashlight360.com
E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this 17th of Feb, 2026 I am commissioned as
(DAY) (MONTH) (YEAR)

a notary public within the County of Pierce, State of Washington, and
(NAME OF COUNTY) (NAME OF STATE)

my commission expires on 10/28/2028
(DATE)

Notary Public
State of Washington
Leslie Tidwell
Commission No. 24033999
Commission Expires 10-28-28

[Signature]
Signature of Notary

02/17/2026
Date



Quote Number
Prepared on
Expires on
Prepared by

Q-09794 - 1
4/14/2026
5/14/2026
Andy Van Ausdal

Bill to: Aberdeen School District 5
216 N G ST
ABERDEEN, WA 98520

Ship to: Aberdeen School District 5
216 N G ST
ABERDEEN, WA 98520

Any questions about this proposal may be directed to your Partnership Director:
Andy Van Ausdal -
andy@flashlight360.com
- (801) 420-6780

Qty	Product	Description	Unit Price	Total
1	Flashlight360 - District License + Insight Premium	<p>District-Wide MLL Access <i>Valid 7/1/2026-6/30/2028</i></p> <p>The District License + Insight Premium is a subscription to Flashlight360 based on the current number of ML students in the school district, it includes scoring of the beginning of the year (BOY), middle of the year (MOY), and end of year (EOY) benchmark by the Flashlight Insight Team. It also includes all updates, resources, and access for all building teachers, administrators, and district administrators.</p>	\$96,400.00	\$96,400.00
1	Flashlight Learning Sparks	Flashlight Learning Sparks are mini lessons crafted to strengthen data-informed instruction and support personalized student learning and language development. Each mini lesson features differentiated scaffolds to meet a range of language proficiency levels. Skill-focused instruction is amplified through paired A/B lessons, offering multiple opportunities for practice and growth. Each set includes teacher slides, student slides, and printable resources such as graphic organizers to enhance learning.	\$0.00	\$0.00
3	Professional Development Virtual Event	<p>60-90 minute online professional development session delivered by a dedicated Educational Coach designed to support educators in their utilization of Flashlight360.</p> <p>Topics include, but are not limited to:</p> <ul style="list-style-type: none"> - Getting Started with Flashlight360 - Scoring and Calibration - Building Prompts - Scaffolds & Supports - Goal Setting - SPARKS - Coaching Sessions 	\$750.00	\$2,250.00

Sub Total \$98,650.00

Credit for remaining access on previous purchase (PO 1102425085)

Discount \$30,400.00

Total \$68,250.00

2025-2026
Interagency Agreement Between
ABERDEEN SCHOOL DISTRICT NO. 5
and
GRAYS HARBOR DETENTION CENTER

PREAMBLE

WHEREAS, the Division of Juvenile Rehabilitation and the Office of State Superintendent of Public Instruction (OSPI) have jointly assumed responsibility for the education of juvenile offenders committed to state institutions; and

WHEREAS, the **Grays Harbor Detention Center** (Detention Center) focuses on incarcerated youth and operates under the combined auspices of the **Aberdeen School District No. 5**, (District) and the **Grays Harbor County Juvenile Courts**; and

WHEREAS, the purpose of this agreement is to set forth the operational framework within which the program will function and to describe the involvement of each of the cooperating agencies;

NOW THEREFORE BE IT RESOLVED, in consideration of the covenants contained herein that the parties hereby mutually agree as follows:

I. ADMINISTRATION

A. Program Supervision

The overall managerial responsibility will rest with the Juvenile Court Administrator, but internal program policies will be decided in consultation with supervisory personnel from the involved agencies.

The Aberdeen School District Superintendent will hire qualified personnel to implement the education phase of the Detention Center program. According to agreement between the Superintendent and the Administrator,* sufficient administrative personnel will be provided within the resources available to the participating agencies to serve their respective functions.

The Superintendent and the Administrator shall meet as may be deemed appropriate or at least once yearly for the purposes of evaluating the educational philosophy, the established goals, the utilization of personnel, and the effectiveness of the program.

B. Role and Responsibilities of the Detention Center Supervisor

The role of the Detention Center Supervisor is to implement the policies of the

*“*Superintendent*” and “*Administrator*” shall also mean any individual designated to act on their behalf.

Superintendent and Administrator made within guidelines contained herein or any other policy made by joint action of the involved agencies. The goal of this Agreement is to provide a program of instruction that will meet the needs of the students.

The Detention Center Supervisor supervises all program operations and is responsible to the Juvenile Court Administrator for policy compliance. The Detention School Principal shall act as the District's direct liaison to the educational components of the program. The District may, at its discretion or at the request of the Juvenile Court Administrator, appoint an administrative person to audit or otherwise review the educational program for compliance with district standards.

Primary responsibility for the educational budget preparation and administration rests with the District after consultation with appropriate Detention Center personnel. The budget shall be processed through established District and OSPI channels.

The Aberdeen School District Superintendent is responsible for district personnel and their educational responsibilities.

The Juvenile Court Administrator shall be responsible for maintaining an accurate inventory of all equipment and materials assigned to the Youth Learning Center.

C. Administrative Controls of Personnel

It shall be the responsibility of the Superintendent to employ certificated and classified personnel for the Detention Center. Number of personnel to be employed will be determined by the Superintendent as needed and as space is available at the Detention Center.

- D. Establishing, implementing, and monitoring curricula shall be the responsibility of the District. Matters pertaining to general on-site operation, supervision, safety, and security of the educational program shall be the responsibility of the Grays Harbor Detention Center Administrator who will take actions deemed necessary when unusual circumstances arise; this action will be reported as soon as possible to the District for evaluation and disposition.

Implementing and administering the instructional program is the responsibility of the District. Evaluation of district employees assigned to the Detention Center shall be in accordance with the applicable evaluative criteria and procedures of the District

E. Personnel Problems

Should problems involving County Corrections staff arise, the Detention Center Supervisor will take such action as is deemed advisable. Should problems involving educational staff members arise, resolution of the problem and any disciplinary action shall be the responsibility of the District.

F. Review and Affirmation of Agreement

The Superintendent and the Administrator shall review the contents of this agreement each year, or more frequently should it appear desirable, and shall make such changes as may be deemed necessary.

G. Severability

If any provision of the Agreement contravenes any state or federal statute or regulation, the statute or regulation shall control. If any item or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect the terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of the Agreement are severable.

II. PROGRAM FUNDING

A. Instruction

The financing of the instructional program shall be from those funds allocated to the Local Education Agency by the Office of State Superintendent of Public Instruction. No other district funds shall be required for the program.

The District shall be responsible for an educational program up to 220 days if funded fully by the state, but not less than 180 days per school year.

B. Facilities and Support Services

Grays Harbor County will provide the physical plant and utilities necessary to house the educational program, together with the basic furniture and other facility equipment necessary to program operation.

When it is feasible and appears appropriate, the District may make available to Grays Harbor County space and equipment that contributes to the educational program.

Grays Harbor County shall provide necessary clerical and vehicular time, program monitoring, technical assistance, and consultation.

Where appropriate, the Grays Harbor County Juvenile Court shall provide technical assistance and social service staff.

C. Property

All property purchased by the District with district funds shall remain the property of the District. All property purchased by the County Detention Center with county funds shall remain the property of the County.

III. Miscellaneous

A. Integration

This Agreement contains the entire understanding between the parties and shall not be modified in any manner except by a writing executed by all parties.

B. Dispute Resolution

In cases of unresolved disputes in areas covered by this agreement, a representative from the Aberdeen School District Board of Directors and a representative from the Grays Harbor Juvenile Court will select a third member to form a three-person committee to resolve the dispute.

C. Duration

This agreement is effective as of July 1, 2025, and will terminate unless renewed on August 31, 2025.

Administrator, Grays Harbor County Juvenile Court

Superintendent, Aberdeen School District No. 5

Aberdeen School District Data Sharing Agreement

Purpose of the data sharing agreement

The purpose of this data sharing agreement is for the Aberdeen School District #5 and the Grays Harbor Health Department to share student information for 4th and 5th grade students attending the 21st CCLC IMPACT Academy summer program. This agreement recognizes the Aberdeen School District #5 as an "authorized representative" that conducts the 21st CCLC as an educational program. The information shared in this agreement enables the Aberdeen School District #5 to meet State and Federal annual reporting requirements as a result of receiving state and federal funds, to obtain continued funding for the program, to monitor effectiveness and calculate the impact the 21st CCLC program has on student achievement, to improve the 21st CCLC program, and to provide educational support and assistance to students.

Period of agreement

This agreement is in effect for one year, the 2025-2026 summer program of this 21st CCLC program beginning with the June 15th, 2026 and concluding at the end of summer program on July 14th, 2026.

Description of data to be shared

The Aberdeen School District 21st CCLC program will use a registration form to gather the following data elements directly from the families of students:

- Student First Name
- Student Last Name
- Birthday: month and year
- Zip code
- Student gender
- Student ethnicity
- Student race

The Aberdeen School District 21st CCLC program will provide Grays Harbor Health Department attendance records for the day of the 4th and 5th grade lessons and pre/post surveys as follows:

- Student First Name
- Student Last Name
- Birthday: month and year
- Zip code
- Student gender
- Student ethnicity
- Student race
- Pre and Post surveys

The Aberdeen School District 21st CCLC program will provide the local evaluator with the following data elements for students attending the Aberdeen School District 21st CCLC program:

- Student First Name
- Student Last Name
- Birthday: month and year
- Zip code

- Student gender
- Student ethnicity
- Student race

Procedure for sharing data - The Aberdeen School District 21st CCLC District Director will work with summer school site coordinator to generate the data described above and will compile it in a secure manner for the Grays Harbor County Health Department. All shared data will be transmitted to the Grays Harbor County Health Department via a portable device under the physical control of the Aberdeen School District 21st CCLC District Director.

Data security - storage

All shared data will be stored in a secure environment with access limited to the least number of staff needed to complete the purpose of this agreement. Specifically, data will be stored on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of a unique user ID and complex password or other authentication mechanisms. Any paper documents will be protected by storing the records in a secure area which is only accessible to authorized individuals. When not in use, such records will be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access. Data will not be stored on portable devices.

Data confidentiality

The Grays Harbor County Health Department acknowledges the personal and confidential nature of this data and agrees that all Grays Harbor County Health Department staff will comply with all laws, regulations and policies that apply to the protection of the confidentiality of the data. Only individuals involved in providing services to students through the 21st CCLC grant and individuals involved in reporting the data as required by the 21st CCLC grant will have access to this information. No data that identifies a student or family served by the 21st CCLC will be released. No data will be shared with any third party.

Use of data

The Aberdeen School District #5 a may use the data to complete the federal and state required reporting requirements for this 21st CCLC grant. The Grays Harbor County Health Department may use the data to complete the required reporting that utilizes program data to describe characteristics of students attending and does not identify individual students. Each school served by this project receives a copy of this local evaluation report. Any use of data beyond this purpose, such as the use of data for presentations or publications will be the subject of an additional data sharing agreement.

Disposition of data

Upon termination of this agreement, Grays Harbor County Health Department will dispose of the data received. Data on paper documents will be shredded onsite. Data on server or workstation hard drives or on removable media will be "wiped" so that it cannot be reconstructed.

Signatures

	School District
Name	Jamie Stotler, Aberdeen School District

Title	Program Administrator
Signature	

	Grays Harbor County Health Department
Name	
Title	
Signature	

Contract #	2627-0000101
Title	2026-27 School District Student Assistance Service Agreement

Contract for services provided by ESD 113 dated this 3 day of June, 2026 between:

**EDUCATIONAL SERVICE DISTRICT 113
("ESD 113")
6005 Tyee Drive SW · Tumwater, WA 98512
AND**

Aberdeen School District
("School District")

216 North G Street, Aberdeen, WA 98520

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

I. PURPOSE

The purpose of this Contract is to provide integrated Student Assistance Program ("SAP") services that address student risk factors affecting academic performance, behavior, attendance, behavioral health, and overall well-being within the school and community environment through coordinated collaboration among the Student Assistance Program, the School District, families, and community-based human services agencies in order to promote student safety, wellness, engagement, and academic success.

II. RESPONSIBILITIES OF ESD 113

In accordance with this Contract, ESD 113 shall:

1. Serve as lead agency for the provision of comprehensive behavioral health services to students attending the School District, as available through this Contract or other funding sources as further described in Exhibit A.
2. Employ Student Assistance Program staff and assign such staff to the School District to provide services in accordance with program design, staffing availability, and applicable funding sources.
3. Ensure timely, accurate, and satisfactory completion of all required reporting, statistical data collection, and related documentation mandated by the Office of Superintendent of Public Instruction, Division of Behavioral Health and Recovery, and other applicable governmental or regulatory agencies.
4. Provide information, consultation, and referrals to appropriate school staff and/or community-based resources for students and families experiencing mental health or substance use concerns.
5. Provide adequate supervision and support of all ESD Student Assistance staff to ensure high quality programing.
6. Ensure that Student Assistance staff follow all established ESD 113 and True North policies, procedures, job descriptions, and guidelines for the Student Assistance Program.
7. Coordinate Student Assistance Program activities, including professional development opportunities related to behavioral health prevention and intervention and support for needs assessment, data review, and school improvement planning processes.

III. RESPONSIBILITIES OF SCHOOL DISTRICT

In accordance with this Contract, the School District shall:

1. Participate in the Healthy Youth Survey grades 6th, 8th, 10th, and 12th as administered every two years.
2. Issue a Purchase Order to ESD 113 Student Assistance Program in the amount set forth in Section V of this Contract for Student Assistance Program services provided under this Contract.
3. Upon receipt of invoice from ESD 113, remit amount set forth above.
4. Ensure School District staff who directly engage with the Student Assistance Professional for the purposes of referral or program implementation hold all information and data relating to a client's behavioral health treatment and affiliation to the ESD's SAP program services as confidential in accordance with CFR 42 Part 2, as well as by any state or county statutes governing confidentiality. This includes redisclosure of said information to third parties. All requirements related to protected health information, including HIPAA and 42 CFR Part 2 compliance, data sharing, and related privacy obligations, are governed by the Business Associate Agreement (BAA) executed between the parties, which is incorporated herein by reference.
5. Provide district level representation on the Student Support Advisory Committee for the purpose of comprehensive planning, resource allocation, and program development.
6. School Principal or designee agrees to participate fully in the school-community coalition (attending meetings monthly) – CPWI sites only
7. Provide in-kind support for program implementation, which includes:
 - Confidential workspace with basic office furnishings and locking file cabinet
 - Access to internet and telephone services
 - Opportunities for staff presentations at faculty meetings (twice annually).
 - Coordination time (monthly or as scheduled) for program planning and implementation meetings
 - Support for student referral systems and student assistance teams, including care teams (or core teams) and student-led prevention clubs, as applicable.
 - Collaboration with ESD 113 Student Assistance Program staff to support program implementation activities, including staff development, training, interviews, and relevant data collection and evaluation activities
8. Support implementation of SAP services by
 - Allowing appropriate student release time for counseling, assessment, and group services
 - Supporting classroom-based prevention and mental health promotion activities
 - Assisting with referral pathways for students and families
 - Supporting adherence to SAP policies and procedures, and program expectations
9. Provide input into program evaluation and continuous improvement processes.

IV. TERM OF THE CONTRACT

The start date of this Contract is the later of 09/01/2026 or the date that signatures have been obtained from both parties. Contract shall end on 08/31/2027

Contract shall not auto-renew.

V. PAYMENT PROVISIONS

For performance of the work as set forth in the "Responsibility of ESD 113"; the School District shall pay
\$18,100 -- eighteen thousand one hundred dollars, zero cents for Prevention/Intervention Services (CPWI).

This amount is exclusive of sales tax where applicable.

ESD 113 shall submit properly computed invoices to the School District on an annual basis or as otherwise agreed.

CONTRACT TERMS

PAYMENTS

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

PROHIBITION AGAINST ASSIGNMENT

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

OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

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

COPYRIGHT

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

INDEMNIFICATION

Each party shall indemnify, defend and hold the other and its appointed and elected officers, agents, employees, and volunteers, harmless from and against any and all claims damages for any injuries, death or damage to persons or property (including any loss of use resulting therefrom), directly or indirectly arising out of, resulting from, or in connection with the indemnifying party's negligent or wrongful acts or omissions. The obligation to indemnify, defend, and hold harmless includes any claim by a party's agents, employees, representatives, or any subcontractor or its employees.

Industrial Insurance Waiver. The parties expressly waive immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, or other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction otherwise applicable, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Contract extend to any claim brought by or on behalf of any employee of the indemnifying party. Along with the other provisions of this Contract, this waiver was mutually negotiated by the parties.

DISPUTES

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

TERMINATION

This Contract may be terminated by ESD 113 or any designee thereof at any time, with or without reason, upon written notification thereof to the School District. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered and received by School District 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 School District by mail or other means at an earlier date and/or time.

In the event of termination by ESD 113, School District shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination, and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the Contract.

VERBAL AGREEMENTS

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

APPLICABLE LAW

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

NO THIRD-PARTY BENEFICIARIES

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

SIGNATURE AUTHORITY

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

SIGNATURES

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

_____ Date _____ Date _____
ESD 113 Authorized Signer School District Authorized Signer

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

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

ESD 113 PROGRAM MANAGER: Erin Wick

PROGRAM ACCOUNT CODE: 2005

RESPONSIBLE DEPARTMENT: True North

CONTRACT VALUE: Under \$100K

SCHOOL DISTRICT AUTHORIZED SIGNER: Elyssa Louderback

EMAIL: elouderback@asd5.org

CONTRACT PREPARED BY: Chris Chitwood

EMAIL: cchitwood@esd113.org

CONTRACT OFFICE APPROVAL

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

ESD 113 Contracts
Contract Office Approval

EXHIBIT A

STUDENT ASSISTANCE PROGRAM SERVICES

This Exhibit identifies the categories of Student Assistance Program (“SAP”) services that may be available under this Agreement. Services provided may be delivered at the building or district level depending on staffing, funding sources, program capacity, and student need.

This Attachment is intended to describe potential service availability and does not guarantee that all listed services will be provided in any given school year or at every school site.

The Student Assistance Program may operate under the following service models depending on district selection:

Prevention/Intervention Services (CPWI or BHSAP)

District receives prevention and early intervention services only, which may include:

- Behavioral Health screening and brief intervention
- School-wide prevention education
- Group-based intervention services
- Care coordination and referral to external services

Comprehensive SAP Services (Full Model)

District receives full SAP continuum, which may include:

- Prevention and intervention services
- Behavioral health screening and assessment
- Substance use and/or Mental Health treatment services (including via telehealth)
- Individual, group, and family counseling
- Case management and care coordination



QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT

BETWEEN

CAPITAL REGION EDUCATIONAL SERVICE DISTRICT 113

TRUE NORTH—STUDENT ASSISTANCE & TREATMENT SERVICES

AND

Aberdeen School District

This Qualified Service Organization/Business Associate Agreement (“Agreement”) is entered into as of 09/01/2026 (“Effective Date”) by and between Educational Service District 113 (CRESD113) True North—Student Assistance and Treatment Services (“Capital Region ESD 113”) and Aberdeen School District (“Contractor”), collectively referred to herein as the “Parties” and each is individually referred to as a “Party.”

WHEREAS, CRESD 113, True North—Student Assistance and Treatment Services is a Covered Entity as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Rule at 45 CFR § 160.103;

WHEREAS, Capital Region ESD 113 operates a federally assisted Part 2 Program that must comply with the federal Confidentiality of Substance Use Disorder Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”);

WHEREAS, Capital Region ESD 113 has contracted with Contractor to provide it with certain services and functions as described in underlying service agreement 2627-0000101 which involve disclosure of protected health information (“PHI”) to Contractor or for which Contractor shall create, receive, maintain or transmit PHI on behalf of Capital Region ESD 113;

WHEREAS, in providing such services and functions and receiving, creating, maintaining or transmitting PHI, Contractor is Capital Region ESD 113’s Business Associate as that term is defined in the HIPAA Privacy Rule at 45 CFR § 160.103 and is a Qualified Service Organization as that term is defined in Part 2 at 42 CFR § 2.11;

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI disclosed to and/or by Contractor pursuant to this Agreement and the Underlying Services Agreement (if applicable) in compliance with applicable federal laws and regulations, including HIPAA and the Privacy, Security, Breach Notification, and Enforcement Rules promulgated by the U.S. Department of Health and Human Services and found at 45 CFR Part 160 and Part 164 (the “HIPAA Regulations”); the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), enacted under Title XIII of the American Recovery and Reinvestment Act, Public Law 111-005 and the regulations promulgated thereunder (collectively referred to as the “HIPAA Rules” for the purposes of this Agreement); the federal Confidentiality of Substance Use Disorder Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”); and applicable state laws and regulations;

WHEREAS, pursuant to the HIPAA Rules and Part 2, Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, the Parties wish to enter into this Agreement to comply with the requirements of the HIPAA Rules and Part 2.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined by the HIPAA Rules and/or by Part 2 as in effect or as amended from time to time.
 - 1.1.1 “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.
 - 1.1.2 “Notice” shall mean the notice required by 45 CFR §§ 164.404, 164.406, and 164.408, as applicable.
 - 1.1.3 “Protected Health Information” or “PHI” shall have the same meaning as “protected health information” at 45 CFR § 160.103 and shall include patient identifying information protected by Part 2.
 - 1.1.4 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160, Subpart A, and Part 164, Subpart E.
 - 1.1.5 “Secretary” shall mean the Secretary of the Department of Health and Human Services or their designee.
 - 1.1.6 “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR § 164.304, limited to incidents that involve or affect Contractor’s information systems that contain Capital Region ESD 113’s electronic PHI.
 - 1.1.7 “Unsecured Protected Health Information” (or “Unsecured PHI”) shall have the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402.

ARTICLE II PERMITTED USES AND DISCLOSURES

- 2.1 All PHI that is created by or received from Capital Region ESD 113 and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display, by Capital Region ESD 113 or its operating units to Contractor, or is created or received by Contractor on Capital Region ESD 113’s behalf, shall be subject to this Agreement.
- 2.2 Except as otherwise limited in this Agreement and the Underlying Services Agreement (if applicable), Contractor may use or disclose PHI on behalf of, or to provide services to, Capital Region ESD 113 for the following specific purposes: for coordination of SAP services as described in the underlying agreement
- 2.3 Except as otherwise limited in this Agreement and the Underlying Services Agreement (if applicable), Contractor may also use PHI as follows:
 - a. For the proper management and administration of Contractor
 - b. To carry out the legal responsibilities of Contractor
 - c. To provide data aggregation services relating to certain health care operations of Capital Region ESD 113

- 2.3 Contractor may not use or disclose PHI if such use or disclosure would be a violation of the HIPAA Rules if done by Capital Region ESD 113.
- 2.4 Vender shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purposes of the request, use or disclosure as permitted in this Agreement or the Underlying Services Agreement.
- 2.5 With regard to the privacy and security of the PHI, the provisions of this Agreement shall prevail over any provisions in the Underlying Services Agreement (if applicable) or any other agreements between the Parties that may conflict or appear inconsistent with any provision in this Agreement. This Agreement supersedes any previous Business Associate Agreement or Qualified Service Organization Agreement signed by the Parties. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with HIPAA and Part 2.
- 2.6 Contractor agrees it will not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Contractor may not use or disclose PHI if such use or disclosure would be a violation of other applicable law.
- 2.7 Contractor acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any PHI received from Capital Region ESD 113 identifying or otherwise relating to the patients of Capital Region ESD 113, it is fully bound by the provisions of Part 2.

ARTICLE III

RESPONSIBILITIES OF QUALIFIED SERVICE ORGANIZATION/BUSINESSASSOCIATE

- 3.1 Safeguards. Contractor agrees to use appropriate safeguards and comply with 45 CFR Part 164, Subpart C and 42 CFR § 2.16 to prevent use or disclosure of PHI other than as permitted by this Agreement and the Underlying Services Agreement (if applicable).
- 3.2 Reporting Improper Uses and Disclosures. Contractor shall report to Capital Region ESD 113 by contacting Privacy Officer by telephone at 360-464-6874 and in writing via mail to Privacy Officer- Chris Chitwood at 6005 Tye Dr SW Tumwater WA, 98512 any use or disclosure of PHI not permitted by this Agreement of which it becomes aware, including potential Breaches of Unsecured PHI as required at 45 CFR § 164.410, and any successful Security Incident of which it becomes aware. This reporting shall occur within 48 hours of discovery of the potential Breach or other inappropriate use or disclosure of PHI. The parties acknowledge and agree, however, that this Section constitutes notice by Contractor to Capital Region ESD 113 of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents for which no further notice to Capital Region ESD 113 shall be required. Such unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Capital Region ESD 113's electronic PHI.
- 3.3 Breach of Unsecured PHI.
 - 3.3.1 A potential Breach of Unsecured PHI by Contractor shall be determined to be discovered on the first date that Contractor knows of the potential Breach or, by exercising reasonable diligence, would have known of the potential Breach.
 - 3.3.2 Within a time period to be determined by Capital Region ESD 113, but in no case later than five (5) days, Contractor shall notify Capital Region ESD 113's Privacy Officer – Chris Chitwood in writing via 6005 Tye Dr SW Tumwater WA 98512 of any potential Breach, which shall include the following information, to the extent possible:
 - a. A brief description of what happened, including the date of the potential Breach and the date of the discovery of the potential Breach;
 - b. A description of the type of Unsecured PHI involved;

- c. The name of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed;
 - d. Any steps that Individuals should take to protect themselves from potential harm; and
 - e. A brief description of what Contractor is doing to investigate the potential Breach, to mitigate harm to Individuals, and to protect against further potential Breaches.
- 3.3.3 Contractor agrees that Capital Region ESD 113 will, in its sole discretion, determine whether a Breach has occurred following its completion of a risk assessment as described at 45 CFR § 164.402.
- 3.3.4 Capital Region ESD 113 reserves the right to oversee the Notice process for Breaches caused by Contractor. Capital Region ESD 113 also reserves the right to require Contractor to provide the required Notices to affected individuals (as required by 45 CFR § 164.404), to the media (as required under 45 CFR § 164.406) and/or to the Secretary (as required under 45 CFR § 164.408).
- a. In the event that Capital Region ESD 113 provides the required Notices, Capital Region ESD 113 reserves the right to be reimbursed by Contractor for reasonable costs related to providing such Notices.
 - b. In the event that Contractor is to provide the Notice required by 45 CFR § 164.404 but does not have all necessary information to fulfill the Notice obligations, Contractor shall notify Capital Region ESD 113 of the needed information within ten (10) days of the Breach determination. The request shall be detailed and inform Capital Region ESD 113 of the specific information necessary for Contractor to comply with the Notice provisions of 45 CFR § 164.404. Capital Region ESD 113 will provide the requested information to Contractor within ten (10) days of receipt of Contractor's request.
- 3.4 Mitigation. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use, disclosure or Breach of PHI by Contractor in violation of the requirements of this Agreement. To the extent Contractor is responsible for a Breach or Security Incident, Contractor shall be obligated for the costs associate with mitigating the Breach.
- 3.5 Agents and Subcontractors. In the event that Contractor is permitted by law to provide PHI to an agent or subcontractor, Contractor agrees to ensure that any agent or subcontractor that creates, receives, maintains or transmits PHI received from, or created or received by Contractor on behalf of Capital Region ESD 113, agrees, in writing, to the same restrictions, conditions and requirements that apply under this Agreement to Contractor with respect to such PHI.
- 3.6 Right of Access. Contractor agrees to make PHI available to Capital Region ESD 113 or to an individual as directed by Capital Region ESD 113 in accordance with the access of individuals to PHI set forth in 45 CFR § 164.524 in a time and in a manner that are mutually agreeable to the Parties.
- 3.7 Right of Amendment. Contractor agrees to make PHI available for amendment and to incorporate any amendments to PHI as directed or agreed to by Capital Region ESD 113 in accordance with the amendment of PHI as set forth in 45 CFR § 164.526 in a time and manner that are mutually agreeable to the Parties.
- 3.8 Right to Accounting of Disclosures. Contractor agrees to maintain the documentation required to provide an accounting of disclosures of PHI as necessary to satisfy Capital Region ESD 113's obligations under 45 CFR § 164.528. Contractor shall make this information available to Capital Region ESD 113 or to an individual if directed by Capital Region ESD 113 as necessary for Capital Region ESD 113 to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- 3.9 Books and Records. Contractor agrees to make its internal practices, books, and records, including policies and procedures, relating to the privacy and security of PHI, and the use and disclosure of PHI received from, or created or received by Contractor on behalf of Capital Region ESD 113 available to Capital Region

ESD 113 in a time and manner that are mutually agreeable to the Parties and to the Secretary for purposes of determining Capital Region ESD 113's compliance with the HIPAA Rules.

- 3.10 Whistleblowers. Contractor may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any person for, in relation to this Agreement, filing a complaint with the Secretary for perceived HIPAA violations; testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing involving a perceived HIPAA violation; or opposing any act or practice made unlawful by HIPAA, provided the person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a prohibited disclosure of Capital Region ESD 113's PHI.
- 3.11 Specific Responsibilities Related to PHI Protected by Part 2. Contractor agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to PHI related to substance use disorder diagnosis, treatment or referral for treatment except as permitted by Part 2.

ARTICLE IV TERM AND TERMINATION

- 4.1 Term. This Agreement shall become effective on the Effective Date and shall terminate when all of the PHI provided by Capital Region ESD 113 to Contractor, or created or received by Contractor on behalf of Capital Region ESD 113, is destroyed or returned to Capital Region ESD 113, or, if it is infeasible to return or destroy PHI, protections are extended to PHI, in accordance with the termination provisions in Section 4.3 of this Agreement.
- 4.2 Termination by Capital Region ESD 113. Capital Region ESD 113 shall be permitted to immediately terminate this Agreement, and any other agreement between the Parties that involves the use or disclosure of PHI, in the event that Contractor has materially breached this Agreement. In addition, Capital Region ESD 113 may terminate this Agreement without cause upon thirty days written notice to Contractor.
- 4.3 Effect of Termination.
 - 4.3.1 Except as provided in 4.3.2, upon termination of this Agreement for any reason, Contractor shall, as directed by Capital Region ESD 113, return or destroy all PHI received from Capital Region ESD 113, or created or received by Contractor on behalf of Capital Region ESD 113. Contractor shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Contractor shall provide Capital Region ESD 113 with written assurances that all PHI associated with this Agreement and the Underlying Services Agreement (if applicable) has been returned or destroyed. The written assurances shall be signed by an executive responsible for the department who returned or destroyed the PHI and shall be given to Capital Region ESD 113 within thirty (30) business days of the termination of this Agreement.
 - 4.3.2 In the event Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide Capital Region ESD 113 with written notification of the conditions that make return or destruction infeasible. If Capital Region ESD 113 is in agreement that return or destruction is not feasible, then Contractor shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible, for as long as Contractor maintains such PHI.

**ARTICLE V
MISCELLANEAOUS**

- 5.1 Indemnification. Contractor shall indemnify and hold Capital Region ESD 113 harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney’s fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement by Contractor.
- 5.2 Regulatory Reference. A reference in this Agreement to a section of HIPAA or Part 2 means the section as in effect or as amended.
- 5.3 Preemption. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the applicable federal confidentiality laws (the HIPAA Rules and Part 2) the federal confidentiality laws shall control. In the event of an inconsistency between the applicable federal confidentiality laws and other applicable confidentiality laws, the more restrictive provisions will control.
- 5.4 Independent Entities. None of the provisions of this Agreement are intended to create, nor shall any be construed to create, any relationship between the Parties other than that of independent entities contracting with each other solely to effectuate the provisions of the Agreement.
- 5.5 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.
- 5.6 Amendments. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Capital Region ESD 113 to comply with the requirements of the HIPAA Rules and Part 2.
- 5.7 No Third-Party Beneficiaries. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third-party.
- 5.8 Survival of Terms. The obligations of Contractor under Article II, III and Section 4.3.2 (if applicable) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and shall continue to bind Contractor, its agent’s employees, contractors, successors, and assigns as set forth herein.
- 5.9 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Capital Region ESD 113 to comply with HIPAA and Part 2.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the month, day and year written below.

Date

Date

Contractor

Interagency Agreement
Between
South Sound Parent to Parent
And
Aberdeen School District

This Interagency Agreement is made and entered into by and is between South Sound Parent to Parent, hereinafter referred to as “SSP2P” and Aberdeen School District, hereinafter referred to as “the District.”

It is the purpose of this agreement to:

- A. Outline the procedures for the transition of toddlers with developmental delays and qualifying disabilities from Part C to Part B services, ensuring that Part B eligible toddlers shall experience a smooth and effective transition to preschool services, as authorized in 34 CFR 303.209(a)(3)(i)(A).

It is mutually agreed that:

1. SSP2P is responsible for oversight of EIS provider compliance of transition requirements for children ages birth through three years of age under IDEA Part C.
2. The District is responsible for LEA compliance with IDEA Part B and OSPI policies.
3. SSP2P and the District will promote individualized, family-centered, and culturally responsive early childhood transition planning in preparation, implementation and reflection of transition planning conferences.

Period of Performance:

This agreement shall become effective on July 1, 2026, and shall remain in effect until June 30, 2027, unless terminated or further amended with thirty days’ notice by either Party. This agreement will be reviewed annually to determine if modifications are needed.

Scope of Work:

The Parties agree to coordinate at the local level to ensure that implementation of the following transition steps occur, so that toddlers who are potentially eligible receive timely transitions:

1. Transition Timeline and Procedures: Throughout an infant or toddler's enrollment in early intervention, the family and the child's IFSP Team discuss the transition steps to be taken to ensure a smooth transition for the toddler when early intervention services end, by the toddler's third birthday. The provision of a FAPE through an IEP is required no later than the eligible toddler's third birthday. The toddler is no longer enrolled in and eligible for early intervention

services after the toddler's third birthday. For those toddlers who are not potentially eligible for Part B special education, SSP2P shall make reasonable efforts to identify other possible and appropriate resources in the community to assist the toddler and family in transitioning out of early intervention services.

2. Transition Notification

- a. At least 90 days prior to the toddler's third birthday, ESIT shall send an electronic notification to the District where the toddler receiving Part C services resides for all toddlers who are potentially eligible and have not opted out for services under Part B and who shall shortly turn 3 years old and exit the Part C program.
- b. The electronic notification data report is transmitted by ESIT to the District on a monthly basis. The report covering the prior month is for toddlers potentially eligible for Part B, who shall shortly turn 3 years old (i.e., between 2 years and 3 months and 2 years and 9 months), will have a transition conference offered, and will be exiting the Part C program, according to Section 2.2(a). The report lists the toddler's name, date of birth, and parent contact information. IDEA 20 USC 1437 §637(a)(9)(A)(ii)(I) and 34 CFR §303.401 (d)
- c. If a toddler is determined eligible for Part C less than 90 days but more than 45 days before the third birthday, ESIT shall provide the notification to the District as soon as possible after determining the toddler's eligibility for Part C and potential eligibility for the Part B. IDEA 20 USC 1437 §637(a)(9)(A)(ii)(I) and 34 CFR §303.209(b)(ii).
- d. If a toddler is referred to Part C less than 45 days before the toddler's third birthday, SSP2P, with parental consent, shall refer the family to the District. SSP2P is not required to conduct an evaluation, assessment, or initial IFSP meeting. IDEA 20 USC 1437 §637(a)(9)(A)(ii)(I) and 34 CFR §303.209(b)(iii)
- e. In Washington State's Early Support for Infants and Toddlers (ESIT) program, parents can "opt out" of having their child's basic information shared with the local school district for IDEA Part B (special education preschool) services. Once SSP2P receives the opt-out form, the child's personally identifiable information is not transmitted to the school district, and the child's Part C (early intervention) services will simply end on their third birthday.
- f. FRCs must introduce the opt out form between 27 and 32 months, and the form is due 90 days prior to the child's third birthday. If the parent does not sign the opt out form after 30 days, then their PII will be shared with the SD. South Sound Parent to Parent will make every effort to conduct a transition planning meeting. A transition conference is only required when the parent would like their child to transition to Part B services but is still highly encouraged for all children.
- g. If the parent has provided approval, SSP2P's FRC shall convene a transition conference no later than 90 days before the toddler's third birthday, regardless of the availability of each invitee. IDEA 20 USC 1437 §637(a)(9)(A)(ii) {II} - {III} and 34 CFR §303.209(c)
- h. The transition conference shall be held no later than 90 days before the toddler's third birthday, but at the discretion of all Parties. The transition conference is reported in the Data Management System (DMS) as an IFSP meeting, held to develop the transition plan. The transition conference shall be held at a time and location convenient for the

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family and in the native language of the family or other mode of communication used by the family, unless it is clearly not feasible to do so. Meeting arrangements shall be made with, and written notice provided to, the family and other participants early enough before the meeting date to ensure that they shall be able to attend. IDEA 20 USC 1437 §637 (a)(9)(A)(ii) {II} - (III) and 34 CFR §§303.209(c) and 303.342(d) - (e)

- i. The Part C FRC is responsible for inviting meeting participants to the transition conference.
 - i. For the toddler who may be eligible for preschool services under Part B, the transition conference must include the Part C Family Resources Coordinator, family of the toddler, and the District representative. The District representative will participate (in person or virtually) in the transition conference to provide an overview of the types of preschool special education services that may be available and a description of the evaluation and eligibility process. 34 CFR §300.124(c) and WAC 392-172A-02080(2)
 - ii. If the transition conference is for a toddler who is not potentially eligible for preschool services under Part B, meeting participants include the family, the FRC, and representatives of the other early childhood program option(s) of interest to the family. 34 CFR §303.209(c) and (e) and §303.343(a) (d) Any transition conference must meet the requirements in 34 CFR §§303.432(d) and (e); §303.343(a) and §303.209(e).

In Witness Whereof, the Parties have executed this Agreement.

**South Sound Parent to Parent
Early Intervention Provider Agency**

Aberdeen School District

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

CERTIFICATED

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Tracy Adams	District	Speech Language Pathologist	09/02/26
Ivan Beck	District	Certificated Substitute .6 FTE	09/02/26
Ivan Beck	Aberdeen High School	Science Teacher .4 FTE	09/02/26
Alexander Hicks	Miller Jr. High	Math Teacher	09/02/26

CHANGE OF ASSIGNMENT: We recommend the Board approve the following certificated change of assignment:

<u>Name</u>	<u>Location:</u>	<u>Position To:</u>	<u>Position From:</u>	<u>Effective Date</u>
Geneva Bernabe	Miller Jr. High	EL Teacher	Elementary Teacher	09/02/26

CHANGE OF ASSIGNMENT: We recommend the Board approve the following certificated change of assignment:

<u>Name</u>	<u>Position:</u>	<u>Location To:</u>	<u>Location From:</u>	<u>Effective Date</u>
Sam Schneider	Teacher	McDermoth	Robert Gray	09/02/26

RESIGNATION: We recommend the Board approve the following certificated resignation:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Nicholas McConnachie	Central Park Elementary	Teacher	08/15/26

Certificated Substitute Hire:

William Newman

CLASSIFIED

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Rosa Santini Harless	Administration	Payroll/AP Specialist	07/06/26
Marly Palmer	Twin Harbor Skills Ctr	PMC Tutor	09/02/26
BayLynn Grimm	Transportation	Bus Driver	09/02/26

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Kim Daniels	District	Food Service Worker	06/15/26
Angie Evans	District	Cook	06/15/26
Leslie McAllister	District	Food Service Worker: Grab-n-Go	06/15/26
Leann Veach	District	Food Service Worker/Driver	06/15/26

RESIGNATIONS: We recommend the Board approve the following classified resignations:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Nicole McDowell	District	Registered Behavior Technician	06/10/26
Tamara King	Robert Gray Elementary	MTSS Assistant	08/15/26

RETIREMENT: We recommend the Board approve the following classified retirement:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Audrey Baylous	District	SLPA	08/15/26

CLASSIFIED (Cont'd)

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>
Carly Giles	Aberdeen High School	Assistant Girls' Swim Coach .5 FTE	05/01/26
Carly Giles	Aberdeen High School	Assistant Boys' Swim Coach .5 FTE	05/01/26
Tamar Yakovich	Aberdeen High School	Assistant Volleyball Coach	05/29/26