ABERDEEN SCHOOL DISTRICT NO. 5
Regular Meeting of the Board of Directors
Aberdeen High School
September 1, 2026 – Amended 08/31

5:00 p.m. Work-study

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

Flag Salute

Consent Agenda
1. Minutes
2. Correspondence

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 2410 Graduation Requirements

Superintendent Reports
1. Back to School
2. Seismic Safe Schools & Capital Projects

New Business
1. YMCA After School Program Agreements
2. YMCA Data Sharing Agreement 2026-2031
3. Grays Harbor College BAS-TE Agreement
4. 2026-2027 GEAR UP Agreement
5. 2026-2027 WSSB Services
6. Personal Services Contract – Leithold
7. Personal Services Contract – Parris
8. July/August Surplus
9. Next Meeting

Executive Session / Closed Session
1. Personnel Report
2. 2026-2027 Aberdeen Education Association Salary Schedule
3. 2026-2027 Co-Curricular Salary Schedule

4. 2026-2027 Aberdeen Association of School Principals' Salary Schedule
5. 2026-2027 Central Administration Salary Schedule
6. 2026-2027 Substitute Salary Schedule

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5
BOARD INFORMATION AND BACKGROUND
September 1, 2026 – Amended 08/31

5:00 p.m. Work-study

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

Flag Salute

Consent Agenda – Enclosure 1

1. Minutes – The minutes from the regular meeting on August 18, 2026, are enclosed for your review and approval.
2. Correspondence – Correspondence from OSPI certifying Aberdeen's compliance with 2026-2027 Minimum Basic Education Requirements is enclosed for your information.

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 2410 Graduation Requirements – Superintendent Green will present an update to graduation requirements replacing the current policy for second reading and adoption. Enclosure 2

Superintendent Reports

1. Back to School – The superintendents will provide an overview of the back-to-school events and activities that will take place before the first day of school on Sept. 2.
2. Seismic Safe Schools and Capital Projects – Manny Saldivar-Aguirre of the ESD112 Construction Services Group will provide an update on the seismic safe schools and capital projects taking place in the district.
    a. A contract with TCF Architecture for the design and administration of capital projects in 2027 is presented for your review and approval. Enclosure 3

New Business

1. YMCA After School Program Agreements
   a. Programs Administrator Jamie Stotler will present an agreement with the YMCA of Grays Harbor to coordinate and implement the 21st Century after school programs at Miller Junior High School and at A.J. West, Robert Gray and Stevens elementary schools in compliance with grant guidelines in 2026-2027 for your review and approval. Enclosure 4
   b. Administrator Stotler will present an agreement with the YMCA of Grays Harbor to provide after school programming at Central Park and McDermoth elementary schools in 2026-2027 for your review and approval. Enclosure 5
2. YMCA Data Sharing Agreement 2026-2031 – Administrator Stotler will present a five-year data sharing agreement with the YMCA of Grays Harbor as part of implementing the 21st Century Community Learning Centers program for your review and approval. Enclosure 6
3. Grays Harbor College BAS-TE Agreement – Superintendent Sandstrom will present the agreement with Grays Harbor College to partner in implementing the Bachelor of Applied Science in Teacher Education program for your review and approval. Enclosure 7
4. 2026-2027 GEAR UP Agreement – Superintendent Green will present an agreement with the Washington Student Achievement Council for implementation of the GEAR UP program in 2026-2027 is presented for your review and approval. Enclosure 8
5. 2026-2027 WSSB Services – An agreement with the Washington State School for the Blind to provide teaching and consultation services in 2026-2027 is presented for your review and approval. Enclosure 9
6. Personal Services Contract - Leithold – Superintendent Sandstrom will present a personal services contract with Molly Leithold to provide ECEAP support services in 2026-2027 for your review and approval. Enclosure 10
7. Personal Services Contract - Parris – Superintendent Green will present a personal services contract with Trinity Parris to continue to provide athletic trainer services in 2026-2027 for your review and approval. Enclosure 11
8. July/August Surplus – An inventory of supplies and other items no longer needed by the district is presented with a recommendation to declare as surplus. Enclosure 12
9. Next Meeting – The next regular meeting of the Board is scheduled for 5:30 p.m. Tuesday, Sept. 15, 2026, in the Community Room at Aberdeen High School.

Executive Session / Closed Session

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

1. Personnel Report Enclosure 13
2. 2026-2027 Aberdeen Education Association Salary Schedule
3. 2026-2027 Co-Curricular Salary Schedule
4. 2026-2027 Aberdeen Association of School Principals' Salary Schedule
5. 2026-2027 Central Administration Salary Schedule
6. 2026-2027 Substitute Salary Schedule

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5
Minutes of the Regular Meeting of the
Board of Directors – August 18, 2026

President Jennifer Durney convened the regular meeting of the Aberdeen School District Board of Directors at 5:30 p.m. Tuesday, August 18, 2026, in the Community Room at Aberdeen High School. In attendance were Directors Mardi Emard-Colburn, Jeanne Marll, Annica Mizin and Vice President Suzy Ritter, along with Co-Superintendent Lynn Green, Co-Superintendent Traci Sandstrom, and 14 patrons and staff.	CALL TO ORDER
The meeting began with the flag salute.	
President Durney opened the public hearing on the 2026-2027 Budget. Co-Superintendents Lynn Green and Traci Sandstrom offered remarks. President Durney asked if any members of the public wanted to speak. Seeing none, the public hearing was closed.	PUBLIC HEARING 2026-2027 BUDGET
On a motion by Vice President Ritter and seconded by Director Marll, the Board approved the Consent Agenda, which included the minutes from the regular meeting on July 21, 2026; payroll vouchers 840054 through 840084 for July totaling $4,314,613.50; General Fund vouchers 840053, 840095 and 840097 through 840152 totaling $1,392,509.74; ASB Fund vouchers 840093 through 840094 and 840096 totaling $31,212.67; Capital Projects Fund vouchers 840086 through 840092 totaling $886,585.82, and Transportation Vehicle Fund voucher 840085 in the amount of $171,414.36.	CONSENT AGENDA
Directors commented on the new safety shields being installed in the second floor hallways at Aberdeen High School.	COMMENTS FROM THE BOARD
Following a presentation by Superintendent Green and on a motion by Vice President Ritter and seconded by Director Marll, the Board adopted an update to Policy 2030 Service Animals in Schools and the procedures.	POLICY 2030 SERVICE ANIMALS IN SCHOOLS
Following a presentation by Superintendent Green, and on a motion by Director Mizin and seconded by Vice President Ritter, the Board adopted an update to the policy governing counseling by replacing Policy 2140 Guidance and Counseling with the Policy 2140 Comprehensive School Counseling Program.	POLICY 2140 COMPREHENSIVE SCHOOL COUNSELING PROGRAM
Following presentations by Manual Saldivar-Aguirre of the ESD 112 Construction Services Group and Steve Wachtler of TCF Architecture, the Board adopted resolutions regarding plans for a new elementary school in South Aberdeen.	SEISMIC SAFE SCHOOLS / CAPITAL PROJECTS
On a motion by Vice President Ritter and seconded by Director Mizin, the Board adopted Resolution 2026-06 Accepting the Value Engineering Study Report and Recommendation.	RESOLUTION 2026-06 VALUE ENGINEERING

On a motion by Vice President Ritter and seconded by Director Mizin, the Board adopted Resolution 2026-07 Approving the Aberdeen South Elementary School Schematic Design.	RESOLUTION 2026-07 SCHEMATIC DESIGN ABERDEEN SOUTH ELEMENTARY
Co-Superintendents Green and Sandstrom shared information about back-to-school events and activities that have begun around the district. The first day of school is Wednesday, Sept. 2.	BACK TO SCHOOL
On a motion by Vice President Ritter and seconded by Director Mizin, the Board adopted the 2026-2027 Budget, which includes the General Fund budget of $63,080,223 million, Capital Projects Fund budget of $9,219,967 million, Transportation Vehicle Fund budget of $400,000, Debt Service Fund budget of $1,550,208 million and the Associated Student Body Fund budget of $553,977.	RESOLUTION 2026-08 2026-2027 BUDGET ADOPTION
Business Manager Courtney Sandstrom presented the Fiscal Status Report for July. With 91.7 percent of the fiscal year elapsed, the district has received 90.6 percent of budgeted revenue and incurred 90.14 percent of expenses. She reported fund balances of $3,732,803.61 in the General Fund, $1,597,872.02 in the Capital Projects Fund, $552,980.69. in the Debt Service Fund, $280,418.30 in the Associated Student Body Fund and $622,463.01 in the Transportation Vehicle Fund. Under enrollment as of the final count in June, she reported the average annual FTE of 3,015.63 came in 4.37 FTE less than budgeted.	FISCAL STATUS REPORT
Superintendent Green presented an update to Policy 2410 Graduation Requirements for first reading recommending an update to replace current policy.	POLICY 2410 GRADUATION REQUIREMENTS
On a motion by Vice President Ritter and seconded by Director Mizin, the Board approved renewal of the annual agreement with the New Market Skills Center for the operation of the Twin Harbors Skills Center in the district as a branch campus.	NEW MARKET SKILLS CENTER
Superintendent Green presented a report to the Office of State Superintendent of Public Instruction outlining the alternative learning programs in the district.	ALE ANNUAL REPORT
Following a presentation by Superintendent Green, the Board approved two contracts with universities to offer college courses at Aberdeen High School.	COLLEGE IN THE HIGH SCHOOL
On a motion by Vice President Ritter and seconded by Director Mizin, the Board approved a contract with Central Washington University for college courses to be offered at Aberdeen High School.	CENTRAL WASHINGTON UNIVERSITY
On a motion by Vice President Ritter and seconded by Director Marll, the Board approved a contract with Eastern Washington University for college courses to be offered at Aberdeen High School.	EASTERN WASHINGTON UNIVERSITY

Following presentations by Superintendent Sandstrom, the Board approved agreements with the Capital Region Educational Service District 113 in Tumwater for services in 2026-2027.	2026-2027 ESD 113 CONTRACTS
On a motion by Director Mizin and seconded by Vice President Ritter, the Board approved a contract with ESD 113 for services and support for ongoing implementation and training in the math curriculum.	MATH SUPPORT
On a motion by Vice President Ritter and seconded by Director Mizin, the Board approved a contract with ESD 113 to provide various special education services in 2026-2027.	SPECIAL EDUCATION SUPPORT
On a motion by Director Mizin and seconded by Vice President Ritter the Board approved a contract with ESD 113 for continued network services and technical support.	TECHNOLOGY SUPPORT
Following a presentation by Programs Administrator Jamie Stotler and on a motion by Vice President Ritter and seconded by Director Mizin, the Board approved a contract for 2026-2027 with the Hands on Children's Museum of Olympia to provide activities in the after school program.	HANDS ON CHILDREN'S MUSEUM
Following a presentation by Superintendent Green, on a motion by Vice President Ritter and seconded by Director Emard-Colburn, the Board approved renewal of the memorandum of understanding with the Quinault Indian Nation to continue the Temporary Assistance for Needy Families (TANF) program for eligible students and families in the district.	QUINAULT TANF
Following a presentation by Programs Administrator Jamie Stotler, on a motion by Director Mizin and seconded by Vice President Ritter, the Board approved a personal services contract with Jan Gravley to perform consultant services in the 21st Century Learning Center after school program.	PERSONAL SERVICES CONTRACT - GRAVLEY
Following a presentation by Special Education Director Stefanie Lamont, on a motion by Vice President Ritter and seconded by Director Mizin, the Board approved a special services agreement with Soliant to place Rajane Johnson in the district as a speech/language pathologist assistant in 2026-2027.	SOLIANT AGREEMENT
Following a presentation by Superintendent Traci Sandstrom, on a motion by vice President Ritter and seconded by Director Emard-Colburn, the Board approved agreements for 2026-2027 with Behavioral Health Resources, Community Integrated Health Services, Columbia Wellness, Grays Harbor Beyond Survival and Willapa Behavioral Health allowing the agencies to provide counseling services to clients at school.	COUNSELING SERVICES
Following a presentation by Human Resources Director Christi Clinkingbeard, on a motion by Vice President Ritter and seconded by Director Mizin, the Board	GRAND CANYON AGREEMENT

approved a three-year agreement with Grand Canyon University for the placement of its degree-seeking students in the district.

2026-2027 FUEL BID

Following a presentation by Business Manager Courtney Sandstrom, on a motion by Vice President Ritter and seconded by Director Mizin, the Board awarded the contract to provide fuel in the district in 2026-2027 to PetroCard, the current provider and lone bidder.

NEXT MEETING

President Durney announced that the next regular meeting of the Board is scheduled for 5:30 p.m. Tuesday, Sept. 1, in the Community Room at Aberdeen High School. A work-study for the purpose of discussing a book on math instruction and fluency will begin at 5 p.m..

EXECUTIVE SESSION

At 6:28 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. At 6:38 p.m. the meeting was extended for three minutes.

The meeting reconvened in regular session at 6:41 p.m.

PERSONNEL REPORT

On a motion by Vice President Ritter and seconded by Director Mizin, the Board approved the personnel report.

CERTIFICATED

Under certificated matters, the Board approved the 2025-2026 National Board Certification stipends for Heidi Armenta, Jennifer Arquette, Mercedes Bell Taylor, Joseph Fagerstedt, Dawn Fillo, Doris Hatton, Molly Houk, Rachel Johnson, Myka Jugum, Martha Lennier, Maria Mays, Amber Melville, Cindy Miller, Julie Niemi, Jolene Powell, Marnie Ranheim, Rebecca Richie, Dawn Skorzewski, Melissa Smith, Stacy Swinhart, Faith Taylor-Eldred, Sara Verde, and Jessie Winter, and accepted resignations from Christopher Frye effective Aug. 1, and from Kristy Haskey, effective July 17, as substitutes for the district.

CLASSIFIED

Under classified matters, the Board approved the hiring of Sarah Stotzer as a registered behavior technician for the district effective Sept. 1; approved changes of assignment for Angela Evans to lead Food Service worker at the Harbor Learning Center effective Sept. 2 and Addie Morrow to MTSS assistant at Central Park Elementary effective Sept. 2; Amanda Marchese as a para-educator at Stevens Elementary School effective Aug. 15; approved the hiring of Todd Bridge as head coach, Macoy Gronseth and David Tarrence as assistant coaches and Zachary Carpenter, Kaj Martin, Frank Matthews and Greg Lenny as 0.5 FTE assistant coaches for football at Aberdeen High School effective Aug. 19, Anne Eisele as head coach and Rob Burns as assistant coach for girls' swim at Aberdeen High School effective Aug. 24, Desiree Glanz as head coach for volleyball at Aberdeen High School effective Aug. 24, Kyle Guggisberg as head coach and Patric Haerle as assistant coach for boys' tennis at Aberdeen High School effective Aug. 24, Steve Reed as head coach for cross country at

Aberdeen High School effective Aug. 24, Brandon Ainsworth as head coach and Tristan Stutesman as assistant coach for boys' golf at Aberdeen High School effective Aug. 24, Larry Fleming as head coach and Lindsey Scott and Romeo Sanchez as assistant coaches for girls' soccer at Aberdeen High School effective Aug. 24, Bailey Smith as head coach and Summer Powell and Christine Kincaid as 0.5 FTE assistant coaches for cheer at Aberdeen High School effective Aug. 19, Alan Avalos as assistant coach for boys' soccer at Aberdeen High School effective March 1, 2027, Joe Fagerstedt and Jason Garman as head coaches and Charles Stover and Kyle Melinkovich as assistant coaches for football at Miller Junior High School effective Aug. 19, Breanna Gentry and Annette Duvall as head coaches and Trina Wallin as assistant coach for girls' soccer at Miller Junior High School effective Aug. 24, and Jeff Hatton as head coach and Alicia Tisdale and Kimberly Ivy Lyles as 0.5 FTE assistant coaches for cross country at Miller Junior High School effective Aug. 24; accepted resignations from Layne Bruner as head coach for baseball at Aberdeen High School effective July 30, Brandon Knutson as assistant coach for girls' basketball at Aberdeen High School effective July 20, Frank Matthews as 0.5 FTE assistant coach for football at Aberdeen High School effective Aug. 10, Alan Avalos as assistant coach for boys' soccer at Miller Junior High School effective July 30 and from Johnanas Johnson as assistant coach for wrestling at Miller Junior High School effective July 20.

There being no further business, the regular meeting was adjourned at 6:42 p.m.

ADJOURN

Lynn Green, Secretary

Jennifer Durney, President

Traci Sandstrom, Secretary

The Washington State
BOARD OF EDUCATION

August 18, 2026

Traci Sandstrom
Aberdeen School District
216 N G ST
ABERDEEN, WA 98520-5297

RE: 2026-27 Minimum Instructional Program of Basic Education Compliance

Dear Traci Sandstrom:

This letter is to notify you of the State Board of Education's (SBE) certification decision regarding Aberdeen School District's compliance with the minimum instructional program of basic education for the 2026-27 school year.

WAC 180-16-195 requires SBE to annually determine each local education agency's compliance with basic education requirements. The 2026-27 requirements are listed in the 2026-27 Basic Education Compliance Matrix. The SBE determined compliance based on Aberdeen School District's responses to the 2026-27 Minimum Basic Education Requirements Survey and any additional correspondence with SBE staff.

On August 12, 2026, SBE granted **Full Certification** to Aberdeen School District. The certification is effective for the 2026-27 school year and is subject to any subsequent ad hoc review and determination of noncompliance as may be deemed necessary by SBE or advisable by the Office of the Superintendent of Public Instruction (WAC 180-16-195(3)(b)).

Full Certification means that Aberdeen School District reported that it will provide all courses, offerings, and activities required for basic education compliance for the entire 2026-27 school year (first and second columns of the compliance matrix).

Aberdeen School District also reported that it is providing all additional legislatively required offerings listed in the third column of the compliance matrix.

Any questions about basic education compliance certification should be directed to Gail Wootan, SBE's Director of System Health and Compliance at gail.wootan@k12.wa.us.

Thank you for your important work educating Washington's students.

Sincerely,

Randy Spaulding, Ph.D.
Executive Director, State Board of Education

Washington State Board of Education
600 Washington Street SE | P.O. Box 47206 | Olympia, WA 98504
Phone: 360.725.6025 | Email: sbe@k12.wa.us

HIGH SCHOOL GRADUATION REQUIREMENTS

The board will establish graduation requirements, which at a minimum satisfy those established by the State Board of Education. The board will approve additional graduation requirements as recommended by the superintendent or designee.

Graduation requirements in effect when a student first enrolls in high school will remain in effect until that student graduates. The board will award a regular high school diploma to every student enrolled in the district who meets the requirements established by the district. Only one diploma will be awarded with no distinctions being made between the various programs of instruction that may be pursued.

Requirements for Grading
Each student must meet the following requirements to graduate from high school: (1) complete the credit requirements specified in the procedure accompanying this policy; (2) demonstrate career and college readiness by completing a high school and beyond plan; and (3) meet the requirements of at least one graduation pathway option described in the procedure accompanying this policy.

Implementation
The superintendent or designee will develop procedures for implementing this policy according to applicable state law.

Cross References:	Policy	2418	Waiver of High School Graduation Credits
		3520	Student Fees, Fines, or Charges
		~~3200~~	~~Rights and Responsibilities~~
		3241	Student Discipline
		3110	Qualification of Attendance and Placement

Legal References:	Laws of 2019, ch. 252, § 201 Graduation pathway options for the graduating class of 2020 and subsequent classes	
	~~RCW 28A.155.045~~	~~Certificate of individual achievement?~~
	RCW 28A.150.220	Basic education – Minimum instructional requirements – Program accessibility - rules
	RCW 28A.230.090	High school graduation requirements or hequivalencies — High school and beyond plans – Career and college ready graduation requirements and waivers — Reevaluation of graduation requirements —Language requirements — Credit for

	courses taken before attending high school — Postsecondary credit equivalencies
RCW 28A.230.097	Career and technical high school course equivalencies
RCW 28A.230.120	High school diplomas — Issuance — Option to receive final transcripts — Notice
RCW 28A.230.122	International baccalaureate diplomas
RCW 28A.230.212	High school and beyond plans – Substantive requirements.
RCW 28A.230.330	Inclusion of American Indian peoples culture in state history and government courses – Instruction in American sign language or American Indian languages satisfies language requirement.
RCW 28A.230.700	Purpose of diploma – Elements of obtainment.
RCW 28A.230.710	Graduation Pathway options.
RCW 28A.600.500	Graduation Ceremonies – Tribal Regalia
RCW 28A.600.300-400	Running Start program - Definition
RCW 28A.635.060	Defacing or injuring school property — Liability of pupil, parent or guardian — Withholding grades, diploma, or transcripts — Suspension and restitution — Voluntary work program as alternative — Rights protected
RCW 28A.655.250	Graduation Pathway options
RCW 28A.655.260	Graduation pathway options - Review and monitoring – Participation data
WAC 180-51	High school graduation requirements
WAC 392-121-182	Alternative learning experience requirements
WAC 392-169	Special service programs - Running Start program
WAC 392-348	Secondary education
WAC 392-410	Courses of study and equivalencies
WAC 392-410-350	Seal of Biliteracy
WAC 392-415-070	Mandatory high school transcript contents – Items – Timelines

Adoption Date: 10/07/97
Revised: 06/15/04; 09/07/10; 10/16/12; 10/15/13; 12/20/16; 07/17/18; 06/02/20
05/04/21; 10/17/23; _____

PUBLICATION OF GRADUATION REQUIREMENTS

Prior to registering in high school and each year thereafter, each student and his or her parents or guardians will be provided with a copy of the graduation requirements in effect for that student (those in effect when the student enrolled in ninth grade). Graduation requirements may also be included in the student handbook.

CREDIT REQUIREMENTS

Period of Eligibility to Earn Credits

Generally, credit towards high school graduation will be earned in grades nine through twelve. However, unless requested otherwise by the student and the student's family, the district will award high school credit towards fulfilling graduation requirements to a student who has completed high school courses while in seventh or eighth grade if one of the following applies:

A. The course was taken with high school students, and the student successfully passed the same course requirements and examinations as the high school students enrolled in the class; or

B. The course taught at the middle school level has been determined by the district to be similar or equivalent to a course taught at the high school level.

Students who have taken and successfully completed high school courses under the above circumstances shall not be required to take an additional mastery/competency examination or perform any other additional assignment to receive credit.

At the request of the student and the student's parent or guardian, high school credit earned before high school may be transcribed with a nonnumerical grade, such as "pass" or "credit." A nonnumerical grade will not be included in the student's high school grade point average calculations. High school credit earned prior to high school and transcribed with a nonnumerical grade will apply to fulfilling high school graduation requirements.

Before the end of eleventh grade, a student and the student's parent or guardian must inform the school if they do not want credit for the course or courses taken before attending high school or if they want the credit to be transcribed with a nonnumerical grade.

Awarding of High School Credit

The district will award high school credit for successful completion of a specified unit of study.

A student successfully completes a specified unit of study by doing one of the following:

A. Earning a passing grade according to the district's grading policy;

B. Demonstrating proficiency or mastery of content standards as determined by the district (the district will establish a process for determining proficiency or mastery for credit bearing courses of study); or

C. Successfully completing an established number of hours of planned instructional activities to be determined by the district.

Credits from Other Programs
The principal or designee is responsible for determining which credits will be recognized by the district for students enrolling from another state approved learning program (public school, approved private school, or home school) or from an out-of-state or out-of-country program. The district will accept credits from another Washington public school or accredited state private school or accredited out-of-state public or private school to the extent the credit matches a district graduation requirement—or the credits may be counted as elective credits. The district will evaluate credits from unaccredited programs or home schools as described below for home school students. Decisions of the principal or designee may be appealed to the superintendent or designee within fifteen school days of the initial decision.

Subject and Credit Requirements for Graduation
The following are the subject and credit requirements that a student must meet to graduate:

A. Four credits in English.

B. Three credits in mathematics.

1. The three mathematics credits must include Algebra I or integrated mathematics I, Geometry or integrated mathematics II, and a third credit of high school mathematics that aligns with the student's interests and high school and beyond plan.

2. A student who prior to ninth grade successfully completes one or more high school level math courses with a passing grade that is automatically transcribed on the student's high school transcript or a student who demonstrates mastery or competency in high school math subjects and has received credit for them may use those credits to meet his or her graduation requirement.

3. A student who prior to ninth grade successfully completes one or more high school level math courses with a passing grade and opts to receive no high school credit for that course or those courses or a student who demonstrated mastery or competency in those subjects but did not receive high school credits may do one of the following:

   i. Repeat the course or courses for credit in high school; or

   ii. Earn three credits of high school mathematics in different math subjects than those completed before high school. The student must take Algebra I or integrated mathematics I and Geometry or integrated mathematics II in high school if the student did not complete those courses at a high school level prior to high school. However, the student does not need to repeat courses if the student already took the courses at a high school level.

4. A student may substitute a computer science course aligned to state computer science learning standards as an alternative to a third year of mathematics so long as:

   i. Before substituting the mathematics course, the counselor provides the student and the student's parent/guardian with written notification of postsecondary consequences due to the substitution;

ii. The student, the student's parent or guardian, and the school principal or counselor agree to the substitution;

iii. The substitution aligns with the student's high school and beyond plan; and

iv. The student has not already substituted a third-year science course for a computer science course.

C. Three credits in science.

1. Two science credits must be in laboratory science.
2. A student may choose the content of the third science credit based on his or her interests and his or her high school and beyond plan, with agreement of the student's parent or guardian. If the parent or guardian is unavailable or does not indicate a preference for a specific course, the school counselor or principal may provide agreement.
3. A student may substitute a computer science course aligned to state computer science learning standards as an alternative to a third year of science so long as:

   i. Before substituting the science course, the counselor provides the student and the student's parent or guardian with written notification of postsecondary consequences due to the substitution;

   ii. The student, the student's parent or guardian, and the school principal or counselor agree to the substitution;

   iii. The substitution aligns with the student's high school and beyond plan; and

   iv. The student has not already substituted a third-year mathematics course for a computer science course.

D. Three credits in social studies.

1. One social studies credit must be in United States history.
2. One-half social studies credit must be in contemporary world history, world geography, and world problems. Courses in economics, sociology, civics, political science, international relations, or related courses with emphasis on contemporary world problems may be accepted as equivalencies.
3. One-half social studies credit must be in civics.
4. One social studies credit must be in an elective course or courses.
5. Although a student does not need to receive credit for such a course, a student must complete a Washington State history and government course.

E. Two credits in world languages or personalized pathway requirements.

1. "Personalized pathway requirement" means up to three credits chosen by a student that are included in a student's personalized pathway and prepare the student to meet specific post-secondary career or educational goals.

2. "Personalized pathway" means a locally determined body of coursework identified in a student's high school and beyond plan that is deemed necessary to attain the post-secondary career or educational goals chosen by the student.

F. Two credits in the arts. One of the two arts credits may be replaced with a personalized pathway requirement.

G. One-half credit in health.

H. One and one-half credit in physical education.

1. Students may earn up to 1.0 elective physical education credits, 0.5 per sports/activity season, for Directed Athletics. Students may earn 0.5 credits by either participating in one season of a WIAA sport or school board approved activity including cheerleading and marching band.

2. Students must complete, submit and have approved a Request for Physical Education for Directed Athletics Form within the academic year of involvement in the school sport or board approved activity. Students must also demonstrate proficiency in the knowledge portion of the fitness requirement through an assessment that is administered during each academic year.

I. One and one-half credits in career and technical education.

1. A career and technical education credit is a credit resulting from a course in a career and technical education program or an occupational education credit.

2. A student who earns credit through a career and technical education course determined by the district or by the Office of the Superintendent of Public Instruction to be equivalent to a noncareer and technical education core course will not be required to pass a course in the noncareer and technical education subject to earn a credit in that subject. The student earns one credit while meeting two graduation requirements, a career and technical education requirement and the noncareer and technical education subject requirement. The total number of credits required for graduation remain unchanged, and the student will need to earn an additional elective credit.

3. One-half credit must be in financial education and be aligned with the Washington State Financial Education Standards.

J. Three and one-half elective credits.

Per Chapter 28A.231, RCW, each school district must offer instruction in cardiopulmonary resuscitation (CPR) in at least one health class required for graduation. The instruction must have been developed by the American Heart of Association or the American Red Cross or be nationally recognized based on the most current national guidelines for CPR. The instruction must include use of automated external defibrillators (AED) which may be taught by video. The district may provide the CPR instruction directly or arrange it through community-based providers such as the local fire department. Students are not required to earn CPR certification to successfully complete the instruction.

Total number of credits required to graduate: 24.

A. Students who show competency by meeting the standard on the state exams or other assessment options such as the SAT, ACT or AP exams required for graduation may ***recover credit for previously failed courses*** in the following ways:

1. Math: Class of 2021 and beyond may recover up to 1.0 math credit for a previously failed math course by meeting the standard on a state approved math assessment or other approved state alternative achievement option in math.

2. Science: Class of 2021 and beyond may recover up to 1.0 science credit for a previously failed science course by meeting the standard on a state approved science assessment or other approved state alternative achievement option in science.

3. Language Arts: Class of 2021 and beyond may recover up to 1.0 Language Arts credit for a previously failed Language Arts course by meeting the standard on a state approved ELA assessment or other approved state alternative achievement option in ELA.

B. In all of the situations outlined above, a unique course code will be created and will be reflected on the transcript and meet the graduation requirement reflecting the selected credit and course. The ASVAB is not included in the assessment options for this credit. recovery. The previously failed course will remain on the transcript.

Alternative Programs

The district may grant credit toward graduation requirements for planned learning experiences primarily conducted away from the facilities owned, operated, or supervised by the district. A proposal for approval of out-of-school learning activities will be submitted prior to the experience, will be at no additional cost to the district, and will include at least the following information:

A. The name of the program or planned learning experience;

B. The length of time for which approval is desired;

C. The objective(s) of the program or planned learning experience;

D. The state learning goals and related state learning standards are part of the program or planned learning experience;

E. A description of how credits will be determined in accord with WAC 180-51-050(1);

F. The content outline of the program and/or major learning activities and instructional materials to be used;

G. A description of how student performance will be assessed;

H. The qualifications of instructional personnel;

I. The plans for evaluation of the program; and

J. How and by whom the student will be supervised.

The district will keep a list of approved programs on file in the superintendent's office. The superintendent or designee will communicate the reasons for approval or disapproval to those making the request.

Running Start

The Running Start program allows high school juniors and seniors to attend community college classes (100 level or above) for part or all of their schedule. Students must be of junior standing or above to be eligible for the program. Rising juniors, those who have completed their sophomore year and have yet to begin their junior year, may enroll for up to ten quarter credits, or the semester equivalent, during the summer academic term.
Students earn college credit, which is also converted and applied to their high school transcript.

The district will provide general information about the Running Start program to students in grades ten, eleven, and twelve and the parents and guardians of those students. The information will include information about the opportunity to enroll in the program through online courses available at community and technical colleges and other state institutions of higher education, enrollment opportunities during the summer academic term, and the college high school diploma options under RCW 28B.50.535.

In order to enroll in the Running Start program, students need to do the following:

A. Check with their high school counselor and/or determine the options for demonstrating college-level placement via assessments or courses taken. At a minimum, college-level skills in reading and writing are required.

B. Speak with their counselor to assess credits needed for graduation, then decide which courses they would like to take at the college. Note that part-time Running Start students will need to coordinate college classes so that they do not interfere with their high school classes. Full-time Running Start students will generally not be enrolled in courses at the high school, even when the community college they attend is not in session. A student enrolled full-time at a college may use .2 FTE to enroll at the high school for the purpose of accessing college courses online. Students are permitted to enroll in a combined annual average of 1.2 FTE between the high school and the college.

C. Obtain a Running Start verification form from the college or their high school counselor. Work with high school counselor and/or college to verify course decisions and coverage of tuition via state funding for selected courses. Parent consent is required if the student is under 18 years old.

D. Register for classes via the college's online registration system. First time Running Start students will need to enroll in the college before completing the registration process. The verification process in "C" needs to occur to ensure state funding for college courses.

E. Work with school counselor to ensure transmission of the authorization form to the college prior to established deadlines to ensure continued enrollment.

F. Maintain contact with home high school counselor and/or advisor and complete high school and beyond plan assignments and activities.

Credit for Career and Technical Work-Based Learning
The district regards work experience as a part of the educational program of students as part of the secondary school curriculum rather than just a device to relieve a staffing shortage. The district may grant credit for work experience based upon the following factors:

A. The school will supervise the work program.

B. The work experience will specifically relate to the student's school program or postsecondary pathways.

C. The work experience will represent growth in the student, and the type of work will have definite educational value.

D. The work experience will provide a varied job experience.

E. The career placement counselor will supplement the work experience with an adequate program of guidance, placement, follow-up, and coordination between job and school.

F. The work experience may be a planned part of the credit given for a school subject (e.g., sales training class).

G. The district may grant one credit for not less than 180 hours for instructional work-based learning experience and not less than 360 hours of cooperative work-based learning experience related to a student's school program. Alternatively, the district may grant one credit on a mastery/competency basis as provided under WAC 180-51-050 (1)(b).

H. The employer will legally employ the student, who must have passed his or her sixteenth birthday.

I. The employer will file a report of the student's work record with the school, indicating the student made satisfactory progress on the job.

J. The regular state apprenticeship program and school cooperatively develop the student's training, which meets graduation-requirement standards.

K. The program standards and procedures align with the state career and technical work-based learning standards.

College in the High School
The college in the high school program is a dual credit program located on a high school campus or in a high school environment in which a high school student may earn both college credit and high school credit by achieving a passing grade in a college level course. A college in the high school program will be governed by a local contract which will include qualifications for students to enroll in the program.

Additionally, applicable information regarding students in the program includes the following:

A. Students who have not yet received a high school diploma, and are eligible to be in the ninth, tenth, eleventh or twelfth grades may participate in the high school in the college program.

B. Students will receive credit for the courses they complete. If a student completes a course for which there is not a comparable course with the district, then an administrator will determine how many credits the student will receive for the course. Such a determination shall be issued in writing by an administrator prior to the student beginning the course.

C. Students may be required to pay a tuition fee to receive college credit for a course. Students will not be required to pay a tuition fee for high school credit.

National Guard High School Career Training
The district may grant credit for National Guard high school career training in lieu of either required or elective high school credits. Approval by the district will be obtained prior to a student's participation in a National Guard training program as follows:

A. MIL Form 115 or an equivalent form provided by the National Guard will be completed and filed with the district.

B. The number of credits toward high school graduation to be granted will be calculated and agreed upon by the student and an authorized representative of the district. Such agreement will be noted on MIL Form 115 or an equivalent form.

C. The district may grant credit toward high school graduation upon certification by a National Guard training unit commander that the student has met all program requirements.

Home School / Open Doors (GED) Credit
Guidelines for granting high school credit for home schooling or Open Doors (GED) are as follows:

A. To gain credit for a course of study, a student will provide the following:

1. A journal that reflects the actual work completed during a home-study course of study;
2. Exhibits of any specific projects completed (e.g., themes, research papers, art and/or shop projects); or
3. Any such other performance-based exhibits of specific course-related accomplishments.

B. To gain credit for a course of study, a student must demonstrate proficiency at a minimum of 80% of the objectives of the course. Such testing will be available as an ancillary service of the district if it is regularly available to all students. If not, the parent may engage district-approved personnel to conduct such an assessment at a cost determined by such personnel.

C. Credit is granted for the following approved schools:

1. Community colleges, vocational-technical institutes, four-year colleges and universities, and approved private schools in the state of Washington; and
2. Open Doors and other schools or institutions which are approved by the district after evaluation for a particular course offering.

HIGH SCHOOL AND BEYOND PLAN REQUIREMENT
Each student must have a high school and beyond plan to guide the student's high school experience and inform course taking that is aligned with the student's goals for education or training and career after high school.

Plan Development
Beginning by the seventh grade, each student will be administered a career interest and skills inventory, which is intended to inform eighth grade course scheduling and the development of an initial high school and beyond plan.

No later than eighth grade, each student must have begun development of a high school and beyond plan that includes a proposed plan for first-year high school courses aligned with graduation requirements and secondary and postsecondary goals.

By ninth grade, each student who has not earned a score of level 3 or 4 on the middle school mathematics assessment identified in RCW 28A.655.070 must have the high school and beyond plan updated to ensure the student takes a mathematics course in both the ninth and tenth grades.

These courses may include career and technical education equivalencies in mathematics adopted pursuant to 28A.230.097 and district policy.

With staff support, students must update their high school and beyond plan annually, at a minimum, to review academic progress and inform future course taking. The high school and beyond plan must be updated in 10th grade to reflect high school assessment results in RCW 28A.655.061, ensure student access to advanced course options per the district's academic acceleration policy, assess progress toward identified goals, and revised as necessary for changing interests, goals, and needs.

For students who have not met the standard on state assessments or who are behind in completion of credits or graduation pathway options will be given the opportunity to access interventions and academic supports, courses, or both, designed to enable students to meet all high school graduation requirements. The parents or legal guardians shall be notified about these opportunities as included in the student's high school and beyond plan, preferably through a student-led conference that includes the parents or legal guardians, at least annually until the student is on track to graduate.

For students with an individualized education program, the high school and beyond plan must be developed and updated in alignment with their school to postschool transition plan. The high

school and beyond plan must be developed and updated in a similar manner and with similar school personnel as for all other students.

The district will involve parents and legal guardians to the greatest extent feasible in the process of developing and updating the high school and beyond plan. The plan will be provided to the student and students' parents or legal guardians in a language the student and students' parents or legal guardians understand and in accordance with the district's language access policy and procedures, which may require language assistance for students and parents or legal guardians with limited English proficiency.

The district will annually provide students in grades eight through twelve and their parents or legal guardians with comprehensive information about the graduation pathway options offered by the district. The district will begin to provide this information beginning in sixth grade. The district will provide this information in accordance with the district's language access policy and procedures.

The district may partner with student-serving, community-based organizations that support career and college exploration and preparation for postsecondary and career pathways.

Partnerships may include high school and beyond plan coordination and planning, data sharing agreements, and safe and secure access to individual student's high school and beyond plans.

Components of the High School and Beyond Plan
All high school and beyond plans must, at a minimum, include the following elements:

A. Identification of career goals and interests, aided by a skills and interest assessment;

B. Identification of secondary and postsecondary education and training goals;

C. An academic plan for course taking that:

1. Informs students about course options for satisfying state and local graduation requirements;
2. Satisfies state and local graduation requirements;
3. Aligns with the student's secondary goals, which can include education, training, and career preparation;
4. Identifies available advanced course sequences per the District's academic acceleration policy, that include dual credit courses or other programs and are aligned with the student's postsecondary goals;
5. Informs students about the potential impact of their course selections on postsecondary opportunities;
6. Identifies available career and technical education equivalency courses that can satisfy core subject area graduation requirements under RCW 28A.230.097;
7. If applicable, identifies career and technical education and work-based learning opportunities that can lead to technical college certifications and apprenticeships; and

8. If applicable, identifies opportunities for credit recovery and acceleration, including partial and mastery-based credit accrual to eliminate barriers for on-time grade level progression and gradation per RCW 28A.320.192;

D. Evidence that the student has received the following information on federal and state financial aid programs that help pay for the costs of a postsecondary program:

1. The college bound scholarship program established in chapter 28B.118 RCW, the Washington college grant created in RCW 28B.92.200, and other scholarship opportunities;
2. The documentation necessary for completing state and federal financial aid applications; application timelines and submission deadlines; and importance of submitting applications early;
3. Information specific to students who are or have been the subject of a dependency proceeding pursuant to chapter 13.34 RCW, who are or are at risk of being homeless, and whose family member or legal guardian will be required to provide financial and tax information necessary to complete applications;
4. Opportunities to participate in advising days and seminars that assist students and, when necessary, their parents or legal guardians, with filling out financial aid applications in accordance with RCW 28A.300.815; and
5. A sample financial aid letter and a link to the financial aid calculator created in RCW 28B.77.280.

E. By the end of the twelfth grade, a current resume or activity log that provides a written compilation of the student's education, any work experience, extracurricular activities, and any community service including how the district has recognized the community service.

F. The district requires that students complete a Senior Board presentation as a requirement for high school graduation. In assisting students with developing the Senior Board presentation the district should:

1. Advise the student and parents of the requirement to complete a Senior Board as a graduation requirement;
2. Provide the student assistance and guidance on completing the presentation;
3. The Senior Board may include:
   i. A demonstration of the student’s ability to communicate in writing by completing a reflection;
   ii A demonstration of the student’s ability to communicate orally through a presentation to teachers and/or community members;
   iii. Completion of a self-directed student project that demonstrates the student’s academic and management skills; and
   iv. The opportunity for the student to complete a community service project or a project working with a community member;

4. Review each student's progress;
5. Provide opportunities within the curriculum for students to work on projects; and
6. Ensure projects align with the student's High School and Beyond Plan

GRADUATION PATHWAY OPTIONS
A student may choose to pursue one or more of the pathway options described below to demonstrate career and college readiness as long as the option chosen is in alignment with the student's high school and beyond plan.

The district will provide annual notice, in a way that conforms with Board Policy 4218 – Language Access to students in grades eight through twelve and their parents or legal guardians with comprehensive information about the graduation pathway options offered by the district.

At least annually, the district will examine data on student groups participating in and completing each graduation pathway option that the district offers. At a minimum, the data on graduation pathway participation and completion will be disaggregated by the student groups described in RCW **28A.300.042** (1) and (3), and by:

- Gender;
- Students who are the subject of a dependency proceeding pursuant to chapter **13.34** RCW;
- Students who are experiencing homelessness as defined in *RCW **28A.300.542**(4); and
- Multilingual/English learners.

If the results of the analysis required under the statute show disproportionate participation and completion rates by student groups, then the school district will identify reasons for the observed disproportionality and implement strategies as appropriate to ensure the graduation pathway options are equitably available to all students in the school district.

Statewide High School Assessment
A student may demonstrate career and college readiness by meeting or exceeding the graduation standard established by the State Board of Education on the statewide high school assessments in English language arts and mathematics.

Dual Credit Courses
A student may demonstrate career and college readiness by completing and qualifying for college credit in dual credit courses.

"Dual credit course" means a course in which a student is eligible for both high school credit and college credit at the level of 100 or higher upon successfully completing the course. Examples of such courses include running starts, college in the high school courses, and career and technical education dual credit courses.

Before course scheduling or course registration for the next school term, the district will provide the following information to students in grades nine through twelve and their parents: information about each available dual credit program and any financial assistance available to

reduce dual credit course and exam costs for students and their families. The information will be provided by email and other communication methods. To the extent feasible, the information will we translated into the primary language of each parent or legal guardian.

High School Transition Courses
A student may demonstrate career and college readiness by earning high school credit in a high school transition course in English language arts and mathematics. A high school transition course is a course offered in high school where successful completion by a high school student ensures the student college-level placement at participating institutions of higher education as defined in RCW 28B.10.016. High school transition courses must satisfy core or elective credit graduation requirements established by the State Board of Education.

AP Courses and International Baccalaureate Programs
A student may demonstrate career and college readiness by meeting the requirement of A or B below in the AP, international baccalaureate, and Cambridge international courses in English language arts or mathematics that the state board of education designates as eligible to be used to meet this standard:

A. Earning high school credit with a grade of C+ or higher in each term in the eligible AP, international baccalaureate, and Cambridge international courses in English language arts or mathematics course; or

B. Earning at least the minimum score of three on advanced placement exams, four on standard-level and higher-level international baccalaureate exams, or scores of E(e) or higher on A and AS level Cambridge international exams for the corresponding courses.

SAT or ACT Scores
A student may demonstrate career and college readiness by meeting or exceeding the scores established by the state board of education for the mathematics portion and the reading, English, or writing portion of the SAT or ACT.

Performance-based Learning Experience
Complete a performance-based learning experience through which the student demonstrates knowledge and skills in a real-world context, providing evidence that the student meets or exceeds state learning standards in English language arts and mathematics. The performance-based learning experience may take a variety of forms, such as a project, practicum, work-related experience, community service, or cultural activity, and may result in a variety of products that can be evaluated, such as a performance, presentation, portfolio, report, film, or exhibit. The performance-based learning experience must conform to the graduation proficiency targets and associated rubrics established by the state board of education.

Combination of Options
A student may demonstrate career and college readiness by meeting any combination of at least one English language arts option and at least one mathematics option described above.

Armed Services Vocational Aptitude Battery
A student may demonstrate career and college readiness by meeting standard in the armed services vocational aptitude battery by scoring at least the minimum established by the military for eligibility to serve in a branch of the armed services at the time the student takes the assessment. The state board of education will post eligibility scores on its website at least annually by September 1st.

Career and Technical Education Courses
A student may demonstrate career and college readiness by completing a sequence of career and technical education courses or apprenticeships that are relevant to a student's postsecondary pathway that meet either the curriculum requirements of core plus programs for aerospace, maritime, health care, information technology, or construction and manufacturing; or that meet the minimum criteria identified in WAC 180-51-230(h) and RCW 28A.700.030.

INTERNATIONAL BACCALAUREATE PROGRAMME DIPLOMA
A student who fulfills the requirements for an International Baccalaureate Programme diploma is considered to have satisfied at least one of the graduation pathway options and the minimum state requirements for graduation from high school, but the district may require the student to complete additional local graduation requirements.

To receive an international baccalaureate diploma, a student must complete and pass all required diploma program courses, as scored at the local level; pass all internal assessments, as scored at the local level; successfully complete all required projects and products, as scored at the local level; and complete the final exams administered by the international baccalaureate organization in each of the required subjects.

STUDENTS WITH AN INDIVIDUALIZED EDUCATION PROGRAM (IEP)
A student's IEP team must determine whether the graduation pathway options described above are appropriate for the student.

The following process will be followed to help a student with an IEP graduate:

SEAL OF BILITERACY
To be awarded the Washington Seal of Biliteracy, graduating high school students must meet the following criteria:

A. Demonstrate proficiency in English by (1) meeting statewide minimum graduation requirements in English as established by the Washington State Board of Education and (2) meeting state standards on the reading and writing or English language arts assessment; and

B. Demonstrate proficiency in one or more world languages. For purposes of this section, "world language" is defined as a language other than English, including American Sign Language, Latin, and Native American or other indigenous languages or dialects. The fact that a language is not written is not a barrier to receive the Seal of Biliteracy. Proficiency may be demonstrated by one of the following methods:

1. Passing a foreign language Advanced Placement exam with a score of three or higher;
2. Passing an International Baccalaureate exam with a score of four or higher;
3. Demonstrating intermediate-mid level or higher proficiency on the American Council on Teaching of Foreign Languages (ACTFL) guidelines using assessments approved by OSPI for mastery/competency-based credits; and demonstrating proficiency using reading assessments approved by OSPI (when developed);
4. Qualifying for four mastery/competency-based credits by demonstrating proficiency in speaking, writing, and reading the world language at intermediate-mid level or higher on the ACTFL proficiency guidelines according to Policy 2409, Credit for Competency-Proficiency; or
5. Demonstrating proficiency in speaking, writing, and reading the world language through other national or international assessments approved by OSPI. OSPI and the federally recognized Tribes in Washington have a language proficiency system in place to determine tribal language proficiency with students for the Seal of Biliteracy."

GRADUATION CEREMONIES

If students fulfill graduation requirements by the end of the last term of their senior year, they may participate in graduation ceremonies. Each student will be awarded a diploma after satisfactorily completing local and state requirements. Upon request, each graduating student will receive a final transcript. Each student will be notified of this opportunity at least one month prior to the close of the school term.

Any student receiving services under an IEP who will continue to receive such services between the ages of 18 and 22 will be allowed to participate in the graduation ceremonies and activities after four years of high school attendance with his or her age-appropriate peers and receive a certificate of attendance.

The district will allow students to wear an item or object of cultural significance with or attached to their gown at high school commencements and other official graduation ceremonies and events. "An item or object of cultural significance" may include multiple items or objects if they are traditionally worn or used together. Items or objects worn in accordance with this Procedure must be befitting of the ceremony or event and adhere to the district's applicable decorum requirements. The discretion and authority of a school district to prohibit items or objects that are likely to cause a substantial disruption of, or material interference with, a high school commencement or other official graduation ceremony or event. Additionally, the district will not require such students to wear a cap if it is incompatible with the regalia or significant object they have chosen to wear. Otherwise, the District has discretion and authority to prohibit items or objects that are likely to cause a substantial disruption of, or material interference with, a high school commencement or other official graduation ceremony or event, and to determine the conduct for graduation ceremonies as described below.

Graduation ceremonies will be conducted in the following manner:

A. Each participating student must participate in the graduation ceremony rehearsal. Each student who participates will purchase or rent the proper cap and gown as designated by the school administration and the class advisor and officers.

B. With the exception of allowing tribal regalia as stated above, caps and gowns will be worn in the proper manner, as designated by the school administration and class advisor.

C. Students who participate will use good taste in their choice of accessories for their attire.

D. Each student who participates will cooperate with the class advisor and participate in all parts of the graduation ceremonies.

E. Failure to comply with the above requirements may forfeit a student's privilege to participate in the graduation ceremonies.

AWARDING DIPLOMAS POSTHUMOUSLY

At the request of a parent, guardian, or custodian, the district may issue a high school diploma to a deceased student if the student:

- Was enrolled in a public school in the district at the time of death
- Was deemed on-track to graduation before the time of death; and
- Died after matriculating into high school.

The high school diploma will bear the inscription "honoris causa" and may not be issued before the graduation date of the class in which the student was enrolled. The district is not required to award the diploma at the same ceremony or event as other students. The district may retroactively issue high school diplomas posthumously at its discretion.

WITHHOLDING OF A DIPLOMA

The district may withhold a student's diploma based on the student’s damage to property in accordance with Board Policy 3250 – Student Fees, Fines, or Charges.

Any student discipline will be in accordance with Board Policy 3241 - Student Discipline. Student discipline may include denying the student’s participation in graduation ceremonies. Such exclusion from graduation ceremonies is regarded as a school suspension. In such instances, the district will grant the diploma.

Comments

August 2024

HIGH SCHOOL GRADUATION REQUIREMENTS

The board has established graduation requirements which, at a minimum, satisfy those established by the State Board of Education. The board will approve additional graduation requirements as recommended by the superintendent. Graduation requirements in effect when a student first enrolls in high school will remain in effect until that student graduates. The board will award a regular high school diploma to every student enrolled in the district who meets the requirements established by the district. Only one diploma will be awarded with no distinctions being made between the various programs of instruction which may be pursued.

CREDIT REQUIREMENTS

Class of:	**2019**	**2020**	**2021**	**2022**	**2023**	**2024 and beyond**
Entering 9th grade after July 1 of:	*2015*	*2016*	*2017*	*2018*	*2019*	*2020*
English	4	4	4	4	4	4
Mathematics	3	3	3	3	3	3
Science	2	2	3	3	3	3
Social Studies	3	3	3	3	3	3
Arts	1	1	2*	2*	2*	2*
Health and Fitness	2.5	2.5	2	2	2	2
Career and Tech Ed			1.5	1.5	1.5	1.5
Occupational Education	1.5	1.5				
World Language			2*	2*	2*	2*
Electives	5	5	5.5	5.5	5.5	3.5
Total Required Credits:	**22**	**22**	**26**	**26**	**26**	**24**

Math credit information

2018-2020 Math (3 credits required)
The following courses are required: Algebra 1 or Integrated Math 1; Geometry or Integrated Math 2; Algebra 2 or Integrated Math 3, or a third credit of math, if the elective is based on a career-oriented program of study identified in the student's High School and Beyond Plan and the student, parent/guardian and a school representative meet, discuss the plan and sign a form pursuant to WAC 180-51-067.

2021 Math (3 credits required)
The following courses are required: Algebra 1 or integrated Math 1, Geometry or Integrated Math 2 and a third credit of math chosen by the student based on the student's interest and High School and Beyond Plan and approved by the parent or guardian. If the parent or guardian is unavailable or does not indicate a preference, the school counselor or principal will approve the course.

Science credit information

2018-2020 Science (2 credits required)
At least one lab is required.

2021 and Beyond Science (3 credits required)
At least two (2) labs are required and a third credit of Science chosen by the student based on the student's interest and High School and Beyond Plan and approved by the parent or guardian. If the parent or guardian is unavailable or does not indicate a preference, the school counselor or principal will approve the course.

Social Studies credit information

The Washington State history and government requirement may be met in grades 7 through 12. If the course is taken in the 7th or 8th grade, it fulfills the requirement, but high school credit will only be awarded if the academic level of the course exceeds the requirements for 8th grade. Students who meet the requirement but do not earn credit must still take the required number of social studies credits in high school.

2018 and Beyond Social Studies (3 credits required)
The following are required: U.S. History and Government; Contemporary World History, Geography and Problems; .5 credits of Civics (content may be embedded in another social studies course); .5 credits of Social Studies elective.

Health & Fitness credit information

2018-2020 Health and Fitness (2.5 credits required)
The following are required: .5 credits of Health (must include instruction in CPR and appropriate use of an automated external defibrillator (AED); 2.0 credits of Fitness. Students must earn credit for physical education unless excused pursuant to RCW 28A.230.050.

2021 and Beyond Health and Fitness (2.0 credits required)
The following are required: .5 credits of Health (must include instruction in CPR and appropriate use of an automated external defibrillator (AED); 1.5 credits of fitness. Students must earn credit for physical education unless excused pursuant to RCW 28A.230.050.

Students may earn up to 1.0 elective physical education credit, 0.5 per sports/activity season, for Directed Athletics. Students may earn 0.5 credit by either participating in one season of a WIAA sport or school board approved activity including cheerleading and marching band.

Students must complete, submit and have approved a Request for Physical Education for Directed Athletics Form within the academic year of involvement in the school sport or board approved activity. Students must also demonstrate proficiency in the knowledge portion of the fitness requirement through an assessment that is administered during each academic year.

Arts credit information

2018-2020 Arts (1 credit required)
Performing or visual arts is required.

2021 and Beyond Arts (2 credits required)
Performing or visual arts is required. One (1) credit may be a Personalized Pathway Requirement,* defined as related courses that lead to a specific post-high
school career or educational outcome chosen by the student and based on the student's interests and High School and Beyond Plan, which may include Career and Technical Education, and are intended to provide a focus for the student's learning.

Occupational / Career & Technical Education credit information 2018-2020 Occupational Education (1.5 credits required)
Must earn a 0.5 credit of "Digitools" as part of the required 1.5 credits.

2021 and Beyond Career and Technical Education (1.5 credits required)
Must earn 0.5 credit class that incorporates Washington State Financial Education Standards as part of the required 1.5 credits. This credit may be an Occupational Education course that meets the definition of an exploratory course as described in the CTE program standards or may be a general elective credit if aligned with the Washington State Financial Education Standards.

World Language credit information

2021 and Beyond World Language (2 credits required)
Both credits may be a **Personalized Pathway Requirement***. If the student has chosen a four-year degree pathway in their High School and Beyond Plan, the student will be advised to earn 2 credits in world language.

Additional credit information for Class of 2021 and beyond
Credit requirements conform to Career & College-Ready Graduation requirements.

NON-CREDIT REQUIREMENTS

1. High School and Beyond Plan
2. Washington State history and government (non-credit requirement)

High School and Beyond Plan
Each student must have a high school and beyond plan to guide the student's high school experience and inform course taking that is aligned with the student's goals for education or training and career after high school.

High school and beyond plans must be initiated for students during the seventh or eighth grade to guide their high school experience and prepare them for postsecondary education or training

and their careers. In preparation for initiating a high school and beyond plan, each student must first be administered a career interest and skills inventory.

The district will encourage parents and guardians to be involved in the process of developing and updating students' high school and beyond plans. Students' plans will be provided to students' parents or guardians in their native language if that language is one of the two most frequently spoken non-English languages of students in the district.

Awarding of High School Credit
High school credit will be awarded for successful completion of a specified unit of study. In this district, successful completion of a specified unit of study means:

1. Earning a passing grade according to the district's grading policy and/or
2. Demonstrating proficiency/mastery of content standards as determined by the district; and/or
3. Successfully completing an established number of hours of planned instructional activities to be determined by the district.
4. The district will establish a process for determining proficiency/mastery for credit-bearing courses of study.

Implementation
The superintendent or designee will develop procedures for implementing this policy according to applicable state law.

Seal of Biliteracy
The district will award the Washington Seal of Biliteracy to students who have attained a high level of proficiency in speaking, reading and writing in one or more world languages in addition to English. Students who meet the criteria as established in WAC 392-410-350 will be awarded the seal on their high school diploma and transcript. The superintendent will implement procedures to determine eligibility.

Withholding of a Diploma
A student's diploma or transcript may be withheld until the student pays for any school property that has been lost or willfully damaged. Upon payment for damages, or the equivalency through voluntary work, the diploma or transcript will be released. When the damages or fines do not exceed $100, the student or his/her parents will have the right to an appeal using the same process as used for short-term suspension as defined in Policy 3200, Rights and Responsibilities. When damages are in excess of $100, the appeal process for long term suspension as defined in Policy 3200 Rights and Responsibilities will apply. The district may, in its discretion, choose to offer in-school suspension in these circumstances.

Graduation Ceremonies
If students fulfill graduation requirements by the end of the last term of their senior year, they may participate in graduation ceremonies. Each student will be awarded a diploma after satisfactorily completing local and state requirements. Upon request, each graduating student will receive a final transcript. Each student will be notified of this opportunity at

least one month prior to the close of the school term.

In the event that other forms of corrective actions are imposed for violations of school rules, the student may be denied participation in graduation ceremonies. Such exclusion will be regarded as a school suspension. In such instances, the diploma will be granted.

Cross References:	Policy 2418	Waiver of High School Graduation Credits
	3520	Student Fees, Fines, or Charges
	3200	Rights and Responsibilities
	3110	Qualification of Attendance and Placement

Legal References:	Laws of 2019, ch. 252, § 201 Graduation pathway options for the graduating class of 2020 and subsequent classes	
	RCW 28A.155.045	Certificate of individual achievement
	RCW 28A.230.090	High school graduation requirements or equivalencies — High school and beyond plans – Career and college ready graduation requirements and waivers — Reevaluation of graduation requirements —Language requirements — Credit for courses taken before attending high school — Postsecondary credit equivalencies
	RCW 28A.230.097	Career and technical high school course equivalencies
	RCW 28A.230.120	High school diplomas — Issuance — Option to receive final transcripts — Notice
	RCW 28A.230.122	International baccalaureate diplomas
	RCW 28A.600.500	Graduation Ceremonies – Tribal Regalia
	RCW 28A.600.300-400	Running Start program - Definition
	RCW 28A.635.060	Defacing or injuring school property — Liability of pupil, parent or guardian — Withholding grades, diploma, or transcripts — Suspension and restitution — Voluntary work program as alternative — Rights protected
	WAC 180-51	High school graduation requirements
	WAC 392-121-182	Alternative learning experience

	requirements
WAC 392-169	Special service programs - Running Start program
WAC 392-348	Secondary education
WAC 392-410	Courses of study and equivalencies
WAC 392-410-350	Seal of Biliteracy
WAC 392-415-070	Mandatory high school transcript contents – Items – Timelines

Adoption Date: 10/07/97
Revised: 06/15/04; 09/07/10; 10/16/12; 10/15/13; 12/20/16; 07/17/18; 06/02/20 05/04/21

AGREEMENT
BETWEEN
ABERDEEN SCHOOL DISTRICT
AND ARCHITECT

This Agreement is made as of the 1st day of September, 2026, between

the "School District": **Aberdeen School District No. 5**
216 North G Street
Aberdeen, Washington 98520
Attn: Elyssa Louderback, Executive Director of Business & Operations
elouderback@asd5.org

and the "Architect": **TCF Architecture, PLLC**
124 North I Street
Tacoma, Washington 98403
Attn: Steve Wachtler, AIA, Managing Principal
stevew@tcfarchitecture.com

for the design of the "Project": **Aberdeen School District – Minor Capital Projects 2027:**
AHS Railings – Extension of Commons stair landings railings.
AHS Stage Lights – Replacement of the auditorium stage lighting, controls, and control gear.
AHS House Lights – Replacement of the auditorium house lighting and controls.
AHS South Parking Lot Repairs – South parking lot repairs.
AHS South Parking Lot ADA Ramp & Sidewalk Repairs – South parking lot ADA ramp and sidewalk repairs.
Robert Gray ES Ramp Replacement – Portable building ramp replacement meeting ADA standards.
District Office Ramp Replacement – East parking lot ramp replacement meeting ADA standards.
Aberdeen, Washington 98520

The School District and Architect agree as set forth below and as attached.

In addition to the Services described in this Agreement, the Architect shall provide the Services described in its August 12, 2026, Aberdeen School District – 2027 District-Wide Levy Projects Proposal, pages one through thirty-two ("Exhibit 1"). To the extent that the requirements of this Agreement conflict with or expand upon the terms of Exhibit 1, and unless specifically excluded by Exhibit 1, the terms of this Agreement shall apply. Except for the hourly rates, the Architect's consultants' terms and conditions included within Exhibit 1 are not a part of this Agreement and are not binding upon the School District.

TERMS AND CONDITIONS OF AGREEMENT

ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's Services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in this Agreement. For purposes of this Agreement, the term "Services" shall include those services described in Exhibit 1 and the services provided for in this Agreement.

1.1.2 The Architect's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect shall endeavor to maximize use of the construction funds available.

1.1.3 The Architect's representative identified on the cover page of this Agreement is authorized to act on behalf of the Architect with respect to the Project.

1.1.4 The Services will result in a Project design consistent with the Project scope documents and shall meet or exceed all applicable building codes and the School District's design standards. At the time of performance, the Architect shall be properly licensed, equipped, organized and financed to perform the Services. Each person who performs the Services shall be experienced and qualified to perform the services that person performs, and the School District shall be entitled to rely upon any assistance, guidance, direction, advice or other services provided by any such person. If requested by the School District, the Architect shall remove from the Services, without cost to the School District or delay to the Project, any person whose removal the School District reasonably requests.

1.1.5 The Architect shall, at no cost to the School District, promptly and satisfactorily correct any Services found to be defective or not in conformity with the requirements of this Agreement or Exhibit 1. If the Architect fails to initiate corrections within fifteen days of receipt of written notice from the School District, the School District may do so, by contract or otherwise, and recover (e.g., by offset against the compensation otherwise payable under this Agreement) from the Architect the reasonable costs it incurred. The obligations of the Architect to correct defective or nonconforming Services shall not in any way limit any other obligations of the Architect and is in addition to any and all other rights and remedies available to the School District under this Agreement or otherwise 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.

1.1.6 The Architect shall comply, and shall contractually require that the Services of all the Architect's consultants of any tier comply, with all applicable federal, state and local laws, regulations, codes and orders in existence at the times when services are rendered.

1.1.7 The Architect 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 Architect shall perform the Services in accordance with its own methods in an orderly and professional manner. Without prior written approval of the School District, in no event shall the Architect be authorized to perform any of the following on the School District's behalf: enter into any agreements or undertakings; waive any provisions of the Contract Documents; receive or accept notice under the Contract for Construction; execute any Certificate for Payment, Change Order or other document; authorize any payments or accept or approve any documents, work, services, goods or materials that result in a change in the Contract Sum or Contract Time; or act as or be an agent or employee of the School District. Any such actions by the Architect are on its own behalf, and not on the behalf of the School District.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in the Project Work Scope attached as Exhibit 1 and made a part of this Agreement and include architectural, engineering, consulting, and design services necessary to produce a reasonably complete and accurate set of Construction Documents.

2.2 DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the School District to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the School District. The Architect shall review with the School District alternative approaches to design and construction of the Project. The Architect shall provide a preliminary evaluation of the School District's program, schedule and budget requirements.

2.2.2 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the School District, Design Documents consisting of drawings and other documents appropriate to the Project. The Architect shall also submit to the School District a preliminary estimate of Construction Cost.

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 Based on the Site investigation and design meetings, the Architect shall prepare, for approval by the School District, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Construction Documents shall comply with all applicable federal, state and local laws and regulations. The Architect must certify to the best of its knowledge that the Construction Documents are in compliance with the state building code (RCW 19.27) and all pertinent state and local statutes relating to school building construction. The School District's review of the Construction Documents will not relieve the Architect of its responsibilities under this Agreement.

2.3.2 The Architect shall assist the School District in the preparation of the Bid form, and Bid Add/invitation to bid. The School District is responsible for preparing all other bidding information, including the Conditions of the Contract and the form of Agreement between the School District and Contractor.

2.3.3 The Architect shall provide the School District with any adjustments to previous estimates of Construction Cost indicated by changes in requirements, general market conditions or other changes.

2.3.4 The Architect shall be responsible, with the assistance of the School District, for coordinating and filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making the changes in the Construction Documents required by the governmental authorities at its expense, unless the authorities' comments are substantially different from previous interpretations. To the extent applicable to this Project, the Architect shall assist the School District by supplying information, advice and communication in connection with the School District's responsibility for filing documents required by the Superintendent of Public Instruction, and the Architect shall respond to governmental authorities within ten days of receipt of review comments.

2.3.5 All of the Architect's plans shall be provided to the School District electronically in a format reasonably acceptable to the School District. Site plans should show the locations, size, and labeling of all utilities. Any Site utility that interfaces with a structure should be shown to stop at the exterior wall line of that structure. All electronic documentation should use a common coordinate system.

2.3.6 The School District reserves the option to retain constructability-review and/or value engineering services in order to review the documents prepared by the Architect. If the School District does so, changes may be proposed to the Drawings and Specifications as a result of this process. The Architect and its consultants, as an Additional Service, shall participate in these processes by briefing the constructability and/or value engineering consultants, answering their questions, and meeting with the School District and these consultants to determine the advisability of such changes in the Architect's design documents. The Architect shall make such changes as the School District directs after such consultation. Except for the correction of errors, omissions or conflicts in the Contract Documents prepared by the Architect, the Architect will be paid for such School District-directed changes as a Change in Service.

2.4 BIDDING PHASE

2.4.1 The Architect, following the School District's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the School District in obtaining bids and assist in awarding and preparing contracts for construction.

2.4.2 The Architect, in collaboration with the School District, shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.4.3 The Architect shall attend the bid opening online if requested by the School District. The Architect shall subsequently document and distribute the bidding results, as directed by the School District.

2.4.4 The Architect shall check references and undertake a reasonable investigation of the "responsibility" of the apparent lowest bidder regarding:

- **.1** Its ability, capacity, and skill to perform the contract;
- **.2** Its character, integrity, reputation, judgment, efficiency and experience;
- **.3** Whether the bidder can perform the contract within the time specified;
- **.4** The quality of performance of previous contracts;
- **.5** Its previous and existing compliance with laws relating to the contract; and
- **.6** Such other information as may be secured having a bearing on the decision to award the contract.

2.5 CONSTRUCTION PHASE

2.5.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the execution of the Contract for Construction and, except for services during the Correction Period, terminates upon the later of the completion of the Architect's scope of work as described in the Fee Proposal, Exhibit 1, or the School District's Final Acceptance of the Project.

2.5.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the Construction Contract used by the School District and drafted with the Architect's participation.

2.5.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the School District and the Architect.

2.5.4 The Architect shall be a representative but not an agent of and shall advise and consult with the School District during the Construction Phase and from time to time during the one-year correction period for Work related to the Contract for Construction. The Architect shall have authority to act on behalf of the School District only to the extent provided in this Agreement. Notice by third parties to the Architect shall not be deemed notice to the School District.

2.5.5 The Architect shall visit the site at intervals noted in Exhibit 1 (1) to observe the site and Work; (2) to become generally familiar with the progress and quality of the Work completed; and (3) to determine for the School District's benefit and protection if the Work is proceeding in accordance with intent of the Contract Documents and with the Contractor's Schedule. The Architect shall require its subconsultants to visit the site at intervals appropriate to the stage of construction to determine if the Work is proceeding in accordance with the Contract Documents. The Architect shall issue a field report of each site observation. The Architect shall conduct meetings at a frequency noted in Exhibit 1 with the Owner and with the Contractor and shall issue minutes if not provided by the Contractor. On the basis of on-site observations as an Architect, the Architect shall keep the School District informed about the progress and quality of the Work, and shall endeavor to guard the School District against, and promptly notify the School District in writing of, defects and deficiencies in the Work and against the Contractor's failure to carry out the Work in accordance with the intent of the Contract Documents and the Contractor's Schedule. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not, without written approval from the School District:

.1 Authorize significant or material deviations from the Contract Documents,

.2 Approve substitute materials or equipment,

.3 Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors,

.4 Approve expediting the Work for the Contractor,

.5 Advise on, or issue directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work,

.6 Authorize or suggest that the School District occupy the Project in whole or in part,

.7 Prepare or certify to the preparation of the Contractor's Record Drawings,

.8 Order the Contractor to stop the Work or any portion thereof,

.9 Communicate directly with Subcontractors unless authorized by the Contractor or Contract Documents, or

.10 Bind the School District in any way to a change in the Contract Sum or Contract Time.

2.5.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall be responsible for its negligent acts, errors, or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work except for the Architect and its employees, agents, and consultants. Neither the professional activities of the Architect, nor the presence of the Architect or its employees and subconsultants at a construction/project site, shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

2.5.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.5.8 Based on the Architect's observations of the Work and upon evaluations of the Contractor's Progress Schedule and updates and Applications for Payment, the Architect shall review and approve, subject to the School District's approval and within seven days of the Architect's receipt of an Application, the amounts to be paid to the Contractor.

2.5.9 The Architect's certification for payment shall constitute a representation to the School District, based on the Architect's observations at the site as provided in Section 2.5.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable

prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.5.10 The Architect shall consult with the School District concerning the advisability of rejecting Work that does not conform to the Contract Documents and additional inspection or testing of the Work whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

2.5.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall not change the Contract Documents through review comments on a submittal or an RFI, but only through a Change Order or Construction Change Directive signed by the School District. The Architect's action shall be taken as soon as possible and with such reasonable promptness as to cause no delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.5.12 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data, for the School District's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work, upon the School District's knowledge and agreement, not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. Basic Services shall include all aspects of the preparation and processing of Change Orders and Construction Change Directives resulting from errors, omissions or deficiencies in the Contract Documents prepared by the Architect.

2.5.13 The Architect shall make observations regarding the dates of Substantial Completion and Final Completion. At Substantial Completion, the Architect shall prepare a "punch list" of observed items requiring correction, completion or replacement by the Contractor. The Architect shall receive, review for compliance with the Contract Documents, and forward to the School District written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents. The Architect shall perform services from time to time during the one-year Correction Period, including a review of the Project for potential corrective action by the Contractor approximately 30 days prior to the one-year anniversary of Substantial Completion, and shall prepare a list of items needing correction by the Contractor.

2.5.14 The Architect shall interpret and initially decide matters concerning the Contractor's performance under the requirements of the Drawings and Specifications and shall assist the School District in the interpretation of all other Contract Documents and the Contractor's performance thereunder on written request of either the School District or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both the School District and Contractor and shall not show partiality to either.

2.5.15 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Upon the School District's request, the Architect shall advise the School District concerning claims, disputes or other matters in question between the School District and Contractor.

2.5.16 The Architect shall assist in supplying information, advice and communication with respect to usual and customary requirements of the Superintendent of Public Instruction.

2.5.17 The Architect shall contemporaneously provide the School District with copies of all written communications between the Architect and the Contractor concerning any matter material to the cost, time, sequence, scope, or requirements of the Project. Except as otherwise provided in this Agreement or when direct communications have been specifically authorized, the School District shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.5.18 The Architect shall assist the School District in project closeout, including but not limited review of final payment application, closeout submittals, O&M manuals, and as-built drawings; recommendation of Final Acceptance; recommendations regarding any warranty work during the one-year correction period; and state closeout assistance.

ARTICLE 3
ADDITIONAL SERVICES

3.1 Additional Services, and any other services involving payment beyond Basic Compensation shall be provided if authorized in writing by the School District or if included in Article 13, and they shall be paid for by the School District as provided in this Agreement only to the extent not caused by the errors, omissions, malfeasance or negligence of the Architect. Additional Services include budget analysis, financial feasibility studies, planning surveys, environmental studies, coordination of contractors, quantity surveys, or any other services not otherwise included in this Agreement or Exhibit 1 or not customarily furnished in accordance with generally accepted architectural and engineering practice.

3.2 In the absence of mutual agreement in writing, the Architect shall notify the School District in writing prior to providing any Services requiring an adjustment in the Architect's compensation 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 Service. The Architect shall not move forward in rendering such Services without the written permission of the School District. If requested by the School District in writing, the Architect shall proceed with such Additional Services even if the parties have not yet agreed to the change in compensation. If the School District then deems that all or a part of such Additional Services is not required, the School District shall give prompt written notice to the Architect, pay the Architect for Services already provided, and the Architect shall have no obligation to provide, and the School District shall have no obligation to compensate the Architect for, those incomplete services.

ARTICLE 4
SCHOOL DISTRICT'S RESPONSIBILITIES

4.1 The School District has already provided full information regarding requirements for and limitations on the Project, including a program which sets forth the School District's objectives, schedule, constraints and criteria, and will respond to any questions from the Architect regarding such information.

4.2 To the extent not already established, the School District shall establish and update an overall budget for the Project, including the Construction Cost, the School District's other costs and reasonable contingencies related to all of these costs.

4.3 If required by the Project and requested by the Architect, the School District shall furnish the services of consultants for traffic, energy reports, material testing, or specialized inspection services when the School District agrees that such services are reasonably required by the scope of the Project.

4.4 The School District shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.5 The School District shall, at its discretion, furnish legal, accounting and insurance counseling services that may be necessary at any time for the Project to meet the School District's needs and interests, including auditing services the School District may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the School District. The School District is not, however, required to furnish these services for the Architect's benefit.

4.6 Unless identified as the Contractor's responsibility under the Construction Contract, the School District shall pay for:

- **.1** the fees for application for building permits, plan reviews and site mitigation,
- **.2** fees to any other agency for environmental matters and development or impact fees, and
- **.3** the publication and reproduction costs for the advertisement for bids and bid documents.

ARTICLE 5
CONSTRUCTION COST

5.1 MAXIMUM ALLOWABLE CONSTRUCTION COST

5.1.1 The Maximum Allowable Construction Cost ("MACC") is the sum that the School District establishes (in writing) as the fixed limit for constructing the Project. It includes the cost of labor, materials, and equipment necessary to complete the construction contract, using current market rates, including a reasonable allowance for overhead and profit, and an estimate of inflation and other possible price increases through the mid-point of construction. It does not include Washington State or local sales tax, professional fees, compensation to the Architect and the Architect's consultants, construction contingencies, the cost of the land, rights-of-way or other construction-related costs that are the responsibility of the School District.

5.1.2 The MACC for the project has been communicated to the Architect. The Architect shall promptly notify the School District in writing if for any reason and at any time the Architect believes that the Construction Cost of the Project will exceed the MACC.

5.1.3 The School District may change the MACC at any time prior to bid opening and give notice of the change to the Architect, whose compensation will not be changed for services performed prior to the notice or if the MACC is increased to account for market conditions. The Architect shall be entitled to compensation for Additional Services only if the School District makes a material change to the MACC and Project scope prior to bid necessitating material changes to the Project design.

5.2 CONSTRUCTION COST

5.2.1 The Construction Cost shall be the total cost or estimated cost to the School District of all elements of the Project designed or specified by the Architect. The Construction Cost shall be determined by the Architect's most recent estimate (not to exceed the MACC) through the Construction Document Phase, and by the Contract Sum after the Bidding Phase ends.

5.2.2 The Construction Cost shall include the cost at current market rates of labor, materials and equipment furnished by the School District (either through the construction contract, through a separate contract, or directly) and designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the overhead and profit of the Contractor or separate contractor. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding.

5.3 RESPONSIBILITY FOR CONSTRUCTION COST

5.3.1 Preliminary estimates of Construction Cost and detailed estimates of Construction Cost, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the School District has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect does not warrant or represent that bids will not reasonably vary from the MACC or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect. As part of its Basic Services, the Architect shall design the Project to 100% of the MACC, with 5% of the MACC to be additive and deductive alternates, unless mutually agreed otherwise.

5.3.2 If the Invitation to Bid has not been issued within 90 days after the Architect submits the Construction Documents to the School District, the MACC and the Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the complete Construction Documents to the School District and the date on which the solicitation commences.

5.3.3 If the lowest bona fide bid exceeds the Architect's last Construction Cost estimate for corresponding Work by more than five percent, the School District may, at its sole option:

- **.1** accept the bid;
- **.2** authorize re-bidding or renegotiating of the Project within a reasonable time;
- **.3** terminate this Agreement in accordance with Section 8.2 for its convenience; and/or
- **.4** cooperate with the Architect in revising the Project scope and/or quality, to the extent consistent with the Project's requirements, to reduce the Project cost, and the Architect shall prepare revised drawings and specifications for re-bidding at no additional fee to the School District.

5.3.4 If the School District chooses to proceed under Subsection 5.3.3.4, the Architect shall bear its associated costs, including modification of the Contract Documents and repetition of the required Construction Cost estimate, bidding, and construction schedule activities.

ARTICLE 6
USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and its consultants for this Project are Instruments of Service. The Instruments of Service shall become the joint property of the School District and Architect and, unless otherwise provided, the Architect 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 Architect grants to the School District a non-exclusive license to use and reproduce the Instruments of Service for purposes of constructing, using, maintaining and adding to the Project. Reproducible copies, including disks, may be retained by the School District, whether the Project for which they were made is executed or not, and both are entitled to make and retain copies and reproduce them for their own use. The School District agrees to indemnify and hold harmless the Architect, its agents and employees, from any claims arising from the School District's use of the Instruments of Service on projects for which the Architect is not employed.

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

6.3 Upon request by the School District, the Architect shall provide electronic copies, including CADD, Word, and similar files to the School District and the Contractor as a part of Basic Services. The School District agrees to indemnify and hold the Architect harmless from any subsequent modification by the School District to the Architect's

Instruments of Service on projects for which the Architect is not employed.

ARTICLE 7
DISPUTE RESOLUTION

7.1 Any claim, dispute or other matter in question arising out of or related to this Agreement and between the School District and the Architect, including its consultants ("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 Architect. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

7.2 The School District and the Architect shall endeavor to resolve Disputes through negotiation during the Project. If negotiations are not successful, each party shall continue to perform its obligations under this Agreement and the School District and the Architect shall endeavor to resolve such Disputes by mediation. 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 sixty 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. A principal of the Architect, and the Superintendent or designee of the School District, both having full authority to settle the Dispute (subject only to approval through standard School District procedures), must attend the mediation session. To the extent there are other parties in interest, such as the Contractor, Subcontractors, suppliers, and/or consultants, their representatives, with full authority to settle all pending disputes or claims, shall also be encouraged to attend the mediation session.

7.3 Unless the School District and the Architect mutually agree in writing otherwise, all unresolved Disputes shall be considered at a single mediation session which shall occur after Substantial Completion and prior to Final Acceptance of the Project by the School District. The Architect may bring no litigation on a Dispute unless the Dispute has been raised as required by this Agreement and considered in the above mediation procedure, except that either party may assert a claim in litigation if such a claim must be asserted under scheduling deadlines of the applicable Rules of Civil Procedure or statutes of limitation or repose.

7.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon or if the dispute involves the Contractor and the Contractor's contract with the School District requires a different location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.5 The Architect will continue to perform its obligations under this Agreement so as not to delay the Project pending resolution of any dispute. The School District shall continue to make payment of all amounts due under this Agreement that are not in good faith dispute.

7.6 The Architect and the School District waive incidental, indirect, punitive, special and consequential damages for Disputes, including attorneys' fees of third parties (unless 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.

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 TERMINATION OF AGREEMENT BY SCHOOL DISTRICT FOR CAUSE

8.1.1 If, through any cause, either the Architect fails to fulfill in a timely and proper manner its material obligations under this Agreement, or the Architect violates any of the material covenants, agreements or stipulations of this Agreement, or the Architect becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, or if the Architect's designated representative ceases to be personally involved with the Project, the School District shall have the right (but not the obligation) to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a date certain at least seven calendar days after the notice, during which period the Architect shall have the right to cure the default. If the default is not cured by the termination date, the School District shall have the right (but not the obligation) to take over performance of the Architect's services and prosecute the same to completion, by contract or otherwise, and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or for the benefit of the Architect shall, at the option of the School District, become the School District's property. These rights and remedies of the School District are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

8.1.2 In the event that the School District terminates for cause, the School District shall be liable to the Architect only for the Architect's just and equitable compensation for any satisfactorily completed services, but in no event shall this compensation exceed the percentage of total Services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. The School District may withhold any payments to the Architect for the purpose of setoff until such time as the exact amount of damages due the School District from the Architect is

determined. In no event shall the School District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on other projects or of reputation incurred by the Architect as a result of such termination. If the School District purports to terminate all or a part of this Agreement for cause, and it is later determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience by the School District pursuant to Section 8.2, and the rights of the parties shall be determined accordingly.

8.2 TERMINATION FOR CONVENIENCE BY SCHOOL DISTRICT

8.2.1 The School District may, at its option and under such terms as it may set, terminate all or a portion of the Services not then performed under this Agreement at any time by so notifying the Architect in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of the School District, become its property, and the School District shall indemnify and hold harmless the Architect, its agents and employees, from any claims arising from the School District's subsequent use of such documents and other materials, except to the extent the Architect is solely or concurrently negligent. If all or a portion of the Services are terminated by the School District as provided herein, the Architect's compensation for the terminated Services shall be that portion of the Basic Compensation for terminated Services satisfactorily performed prior to termination, reasonable and necessary expenses incurred by the Architect to terminate any consultant contracts, and proper Compensation for Reimbursable Expenses and Additional Services. The School District shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on other projects or of reputation incurred by the Architect as a result of such termination.

8.3 SUSPENSION OF THE AGREEMENT

8.3.1 The School District may, at its option and under such terms as it may set, suspend all or a portion of the Services not then performed under this Agreement at any time by so notifying the Architect in writing. If the School District suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred as a result of the interruption and resumption of the Architect's services and only if the School District suspends the Project for more than sixty consecutive days.

8.4 TERMINATION OF AGREEMENT BY ARCHITECT FOR CAUSE

8.4.1 Should the School District fail to make payment to the Architect in accordance with the terms of this Agreement through no fault of the Architect, and if the payment is not subject to any dispute by the School District, the Architect may terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a date certain at least seven calendar days after the notice, during which period the School District shall have the right to cure the default. In the event of such termination, the Architect shall be compensated in accordance with Section 8.2.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 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 the Superior Court of Grays Harbor County, Washington.

9.2 The School District and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only 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 Construction Contract used by the School District. The School District and Architect each shall require similar waivers from their contractors, consultants and agents.

9.3 The School District and Architect, respectively, bind themselves, 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 Architect shall assign this Agreement without the written consent of the other.

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

9.5 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 Architect.

9.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.7 The Architect's services shall be performed in accordance with generally accepted standards of professional practice, with any applicable statutory or regulatory standards, and the terms and conditions of the Agreement. The Architect shall be solely responsible for the safety of its own personnel, equipment, agents, independent contractors, and consultants, and shall be solely responsible for general public health, safety, and welfare related to or arising from the Architect's or its consultants' acts or omissions at the site.

The Architect understands and agrees that it shall abide by all applicable federal, state, and local laws and requirements, including without limitation those related to worker and site safety laws and regulations.

9.8 The School District reserves the right to contract with other architects, engineers, and consultants for design services.

9.9 Neither the Architect nor any of its consultants of any tier shall utilize any employee who is a registered sex offender or who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. The Architect shall remove from the Services any employee or other person who has engaged in such actions or who the School District reasonably considers objectionable at no cost to the School District. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

9.10 The Architect shall comply with all applicable provisions of RCW 49.60, the Law Against Discrimination.

9.11 The Architect shall enforce strict discipline and good order among the Architect's employees, consultants, and other persons carrying out the Agreement, including observance of drug testing and all smoking, tobacco, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel on the School District's property. The Architect shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Architect shall ensure that all persons performing the Services under this Agreement comply with the School District's tobacco-free use policy and will not and do not engage in inappropriate conduct or inappropriate contact with students or staff.

9.12 Any employees of the Architect and its consultants of any tier performing Services on the School District's property on the site shall be free from drug and alcohol impairments. If the School District reasonably believes that a person may be under the influence of any such drugs or alcohol, the School District may require that testing take place immediately and failure to do so may be grounds for the immediate termination of the offending consultant/Architect for cause.

ARTICLE 10
INSURANCE AND INDEMNIFICATION

10.1 INSURANCE

10.1.1 The Architect shall, at its sole cost and expense, secure and maintain at a minimum the following insurance, on an occurrence basis, to protect the School District, its successors and assigns, and the respective directors, employees and agents of each of the foregoing (such as naming them as additional insureds), from and against any and all claims, losses, harm, costs, liabilities, damages and expenses arising out of (1) general liability including (a) bodily injury (including death) in the amount of no less than $1,000,000 per occurrence and $2,000,000 general aggregate, (b) Employer's Liability (Washington Stop-Gap) in the amount of no less than $1,000,000 per occurrence, and (c) property damage in the amount of no less than $1,000,000 per occurrence and $2,000,000 aggregate (deductible of up to $5,000 permitted) and (2) Auto Bodily Injury for autos owned or hired by the Architect in Washington in the amount of no less than $1,000,000 combined single limit. The Architect shall also maintain state workers' compensation coverage as required by law.

10.1.2 The Architect shall also maintain during the Project and for six years after Substantial Completion (subject to RCW 4.16.310) professional errors and omissions insurance in an amount no less than $1,000,000 (deductible of up to $75,000 permitted) for claims that may result in any way from negligent performance of the Architect's obligations under this Agreement. The Architect shall promptly notify the School District of any material changes to, interruption of, or termination of this insurance. The Architect shall contractually require its consultants of any tier to maintain professional errors and omissions insurance in an amount of at least 50% of the above amount. If professional errors and omissions insurance becomes unavailable to the Architect or any of its consultants, the Architect must so notify the School District.

10.1.3 All such insurance shall be placed with such 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 Architect shall deliver to the School District certificates of insurance (including renewal or replacement certificates) acceptable to the School District and signed by the insurer or its authorized representative, certifying that the policies providing insurance of this kind and coverage are in full force and effect. The policies shall not be canceled by the Architect without giving notice of such cancellation per ACORD 25 (2010/05), and the certificates shall indicate that the School District is an Additional Insured, except on workers' compensation and professional errors and omissions policies. The foregoing requirements as to insurance and acceptability to the School District of insurers and insurance to be maintained by the Architect shall not in any manner limit or

qualify the liabilities or obligations assumed by the Architect under this Agreement.

10.2 INDEMNIFICATION

10.2.1 The Architect hereby releases and agrees to indemnify and hold harmless the School District, its successors and assigns, and the officers, directors, employees and agents 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 out of or resulting from or connected to 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 Architect or any of its consultants of any tier, the respective successors and assigns of the Architect or any such consultants, the directors, officers, employees and agents of each of the foregoing, or anyone acting on the Architect's behalf in connection with this Agreement or its performance; PROVIDED, however, that the Architect 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 Architect or its agents, consultants or employees, then the Architect's indemnity and hold harmless obligations hereunder shall be limited to the extent of the negligence of the Architect or its agents, consultants or employees. The Architect will reimburse the School District for reasonable defense costs incurred by the School District that were caused by the Architect's negligence.

ARTICLE 11
PAYMENTS TO THE ARCHITECT

11.1 REIMBURSABLE EXPENSES

11.1.1 Reimbursable Expenses are allowable expenses incurred by the Architect in the interest of the Project for: authorized out-of-town travel; fees paid for securing approval of authorities having jurisdiction over the Project; reproductions, except reproductions for the office use of the Architect and its consultants; postage and delivery of Drawings and Specifications; and expense of overtime work requiring higher than regular rates if pre-approved in writing by the School District.

11.2 PAYMENTS ON ACCOUNT OF BASIC SERVICES

11.2.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 12.1.2. Applications for payment shall be submitted in a form acceptable to the School District, and shall include the description and scheduled value and cost code, value of work completed to date and for the present month, percent complete to date, and balance to finish. Requests for payment of Reimbursable Expenses shall be accompanied by receipts or records documenting those expenses. Request for payment of Additional Services based on hourly rates shall be accompanied by copies of personal time sheets or billing summaries describing the daily hours and services performed.

11.2.2 If and to the extent that the time initially established in Section 12.4.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be adjusted to the extent that the Architect can demonstrate that such delay causes an increase in the Architect's costs of performing its Services and computed in the manner set forth in Section 12.2.2.

11.2.3 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 12.1.2, based on the lower of (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

11.3 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

11.3.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

11.4 PAYMENTS WITHHELD

11.4.1 No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors.

11.5 ARCHITECT'S ACCOUNT RECORDS

11.5.1 Upon request, the Architect shall provide the School District with access to its records for inspection, audit, and reproduction (including electronic reproduction) and with an accounting of any services of the Architect or of any of its consultants of any tier. The accounting of services shall detail the services performed, the amounts paid to a consultant (supported by copies of all paid invoices) and such other information as the School District may reasonably request. The School District shall in no event be obligated to make any payment to any consultant, and the School District is not obligated to reimburse the Architect for such payments if the amount thereof has been taken into account in determining the basic compensation payable to the Architect under this Agreement. If the School District makes any such

payment which the Architect was obligated to make, the Architect shall reimburse the School District upon demand for the same, together with all related costs and expenses incurred by the School District.

11.6 WAIVER OF CLAIMS

11.6.1 If the Architect believes that it is entitled to any additional compensation in addition to the specific amounts stated in Article 12, such as payments for what the Architect considers to be Additional Services, the Architect shall timely notify the School District in writing of such claims for compensation as provided in Section 3.2 or elsewhere in this Agreement. Failure of the Architect to timely provide such written notification to the School District shall constitute a waiver of the Architect's rights to seek such additional compensation. To the extent that this Agreement does not otherwise provide a time limit in which the Architect may assert such claims, in no event shall the Architect have the right to seek such additional compensation from the School District unless such claims are attached to the Architect's invoice which seeks payment for the final amounts of compensation listed in Article 12.1.2. Such invoice shall also include any final requests for reimbursable expenses.

ARTICLE 12
BASIS OF COMPENSATION

The School District shall compensate the Architect as follows:

12.1 BASIC COMPENSATION

12.1.1 FOR BASIC SERVICES, as described in Article 2 and for the Architect's responsibilities as otherwise described in this Agreement, Basic Compensation shall be computed as follows:

Compensation for Basic Services of the Architect and its consultants shall be a fixed Fee of $ 175,015.20 per Exhibit 1 and shall not change if the Construction Contract is awarded below or above the approved MACC. Any payments above the amount listed in Exhibit 1 must be as an Additional Service authorized in writing by the School District.

Additional compensation for Change Orders shall be paid at the hourly rates typically charged to Washington school districts. The Architect will not, however, be entitled to additional compensation for change order costs incurred because of the fault of the Architect or its consultants.

12.1.2 Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Per Exhibit 1.

12.2 COMPENSATION FOR ADDITIONAL SERVICES

12.2.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Section 3.1, compensation shall be computed as follows:

Per hourly rates to be agreed upon and per Exhibit 1.

12.2.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 13, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 13 as part of Additional Services, but excluding services of consultants, compensation shall be computed according to the following hourly rates:

Per an agreed-upon hourly not-to-exceed amount.

12.2.3 FOR ADDITIONAL SERVICES OF CONSULTANTS RETAINED BY THE ARCHITECT, a mark-up of ten percent (10.0%) times the reasonable amounts incurred by the Architect for such services.

12.3 REIMBURSABLE EXPENSES

12.3.1 FOR REIMBURSABLE EXPENSES, as described in Section 11.1.1, a mark-up of ten percent (10.0%) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

12.4 ADDITIONAL PROVISIONS

12.4.1 Invoices received by the first working day of a month are due and payable thirty days from the date of the Architect's acceptable invoice. Amounts unpaid sixty days after the invoice date shall bear interest at the Bank of America Prime Rate plus 2%, pursuant to RCW 39.76.

ARTICLE 13
OTHER CONDITIONS OR SERVICES

None.

This Agreement entered into as of the day and year first written above.

ABERDEEN SCHOOL DISTRICT NO. 5	TCF ARCHITECTURE, PLLC
_____	_____
(Signature)	*(Signature)*
_____	_____
(Printed name and title)	*(Printed name and title)*
DATE: _____	DATE: August 26, 2026

EXHIBIT 1

TCF

August 12, 2026

Re: Aberdeen School District
2027 District-Wide Levy Projects
Consulting Services Fee Proposal

Attn: Mr. Manuel Saldivar-Aguirre, Construction Project Manager

Dear Manny,

On behalf of TCF Architecture and our design team, we sincerely appreciate the opportunity to submit this professional design services proposal to the Aberdeen School District. This proposal outlines our scope of work for completing design and construction phase services for several district-wide Levy improvement projects at various sites in the Aberdeen School District.

Based on our understanding of the project scope, budget, and schedule, we have prepared the enclosed fee proposal for your consideration. Our goal is to provide the services you need while ensuring that our fees support a high-quality outcome. This proposal is based on the understandings and assumptions outlined below.

Project Understanding:

The District is moving forward with the following modernization improvements. The scope is a combination of scope items outlined in the *AHS Improvements Study Report* dated 2025-09-03 as well as additional items added following the issuance of the report.

Aberdeen High School Improvements:

Guardrail Safety Improvements (2025-2.3): Extend existing guardrail height at stair landings in commons to match height at guardrails modified in summer 2026. Work includes structural upgrades at the base of the wall/column base plate, installation of a new segmented glass guardrail system fastened to extended stainless steel supports, and infill/repair at areas of impact. The steel guardrail at the stair flights between landings will be raised to a height to match the adjacent landings. The handrail height will also be raised to comply with code.

Auditorium Stage Lights (2025-5.1): Replace existing auditorium stage lights with current generation lighting system including controls and control gear.

Auditorium House Lights (2025-5.2): Replace existing house lights at auditorium spaces with LED lighting and energy code compliant controls.

Parking Lot Repairs – South Lot (HS-01): At parking lot south of Aberdeen High School, remove unsuitable existing paving, sub-grade & below grade elements as required to create a suitable substrate. Install new sub-base and surfacing replacement at impacted areas.

ADA Ramp & Sidewalk Repairs – South Entry (HS-02): North of parking lot south of Aberdeen High School, repair and/or replace existing Concrete Sidewalk, Curb & Ramp including removal of unsuitable sub-grade components. Repaired and replaced surfaces will comply with ADA requirements.

Robert Gray Elementary School Improvements:
Ramp Replacement to Portable (RG-01): Remove existing ramp at existing portable and replace with new aluminum ramp and railings to comply with ADA.

District Admin Improvements:
ADA Ramp Repairs (A-02): Replace existing ramp at east side of Administration Building with new aluminum ramp and railings to comply with ADA.

Budget: The School District set a MACC budget for the project at $475,000 based on the scope selected from the AHS Improvements Study Report. This budget does not include soft costs, which are in addition to that amount.

Schedule: Below is a summary of the proposed schedule for the project.

- **Contracts:** August 18, 2026 – August 30th, 2026
- **Design:** September 1, 2026 – November 15, 2026
- **Cost Estimate:** November 16, 2026 – November 30, 2026
- **Permitting:** December 2, 2026 – February 1, 2027
- **Bidding:** March 1, 2027 – April 1,2027
- **School Board Approval:** April 5, 2027
- **Construction:** May 6, 2027 – August 21, 2027

Architectural Services: Our architecture services will include the following:

- **General Administration, Project Management, & Correspondence:** TCF will develop a project schedule and maintain communication with CSG | ESD 112 and Aberdeen School District throughout the duration of the project.
- **Design Meetings:** TCF will attend three virtual meetings with ASD during the design phase of the project to review the progress of the project documentation.
- **Architectural Drawing Documentation:** TCF will provide architectural drawings documenting the architectural scope required for the project as well as produce any required general sheets. We will collate and combine drawings provided by the engineering team and incorporate into a combined bid set document.
- **Specifications:** TCF will provide Division 01 General Requirements specifications and forms and together, with our consultants will prepare three-part technical specifications (Divisions 2 through 33) to allow the project to be publicly bid. We assume that the District's attorney will provide the contractual portions of Division 00 (Instructions to Bidders, Owner/Contractor Agreement, and General Conditions) and TCF will provide Information Available to Bidders and Bid Forms. TCF will combine all portions of the specifications (Divisions 00-33) to create the Project Manual.
- **Consultant Coordination:** TCF will coordinate with our designers and engineers throughout the course of the study.
- **Cost Estimating:** TCF will work with our cost estimator to price the construction documents.
- **Permitting:** TCF will coordinate permit submittals with the design team for all scope that doesn't require a deferred submittal.

- **Bid Phase Project Management:** TCF will answer bidder questions and substitution requests. We will issue one project addendum if required. We will attend a pre-bid meeting/walkthrough. We will not attend the bid opening.
- **Conform Set:** A conformed set is excluded from our proposal in an effort to reduce the overall design fees.
- **Construction Administration:** TCF will attend up to five virtual meetings and 2 in-person meetings with the contractor throughout construction. We will review all submittals, RFIs, and cost change proposals. We will attend two site walks during construction and review applicable closeout documentation.
- **Record Drawings:** Following construction, TCF will update and issue an electronic record set of documents.
- **Document Packaging:** Due to the long lead time for procurement of the light fixtures associated with the auditorium stage and house lighting scope, we believe two separate bid packages will be required, where scope items 2025-5.1 and 2025-5.2 are packaged together and the remainder of the scope is issued as a separate bid package. Extra time and coordination is required to manage the two separate bid packages and extra time as been included in our proposal for this effort.

TCF Consultants: The following is our proposed consultant team for the project:

- Civil Engineering & Survey: LDC Engineering
- Structural Engineer: Degenkolb Engineers
- Electrical Engineer: Metrix Engineers
- Cost: RC Cost Group

Owner Consultants: The following consultants are expected to be retained directly by the Owner. The Design Team will coordinate with them throughout the design process.

- Geotechnical Engineer
- Lighting Commission Agent
- Hazmat

Project Fees: We propose using a fixed (or Lump Sum) Fee contract for the scope of services included in this proposal. As you review the proposal, if you see any services that you do not feel are needed, we will be happy to adjust. See attached Fee Calculations spreadsheet, Exhibit 'A', for detailed breakdown of fees by phase and team member.

Reimbursable Expenses: We have provided an estimate of expenses for TCF and our design consultants. This is simply a budget that may require adjustment. We will bill our expenses on the project as incurred plus a mark-up of 10%. See the estimate of expenses on the attached Fee Proposal. Estimated reimbursables expenses include billing for mileage due to Aberdeen's remote location. Additional Services consultants' expenses are included in their individual line items and proposals and will be handled in the same manner with the same mark-ups.

Fees Do Not Include: Plan review or permit fees for building, land use, site, electrical or other agency processes.

Warranty Phase Services: Services are limited to supply of information, advice and communications throughout the warranty and correction periods. If significant involvement is required to resolve issues unrelated to design errors and omissions, the Architect will be compensated as an additional service for unusual issues that arise.

Contract Type: It is our understanding that the District would like to issue an AIA short form contract for this scope of services similar to the one used on the Aberdeen High School Small Capital Projects.

If you find any items that need to be adjusted, we will be happy to make modifications. We are here to support you in whatever manner makes the most sense for the School District. Please give me a call if you have any questions.

Respectfully,
TCF Architecture PLLC

Steve Wachtler, AIA
Managing Principal

Attachments:
Fee Calculations spreadsheet, Exhibit 'A'
Scope Diagrams, Exhibits 1-3
Consultant Proposals

Aberdeen School District
2027 District-Wide Levy Projects

Exhibit A - Fee Calculation

August 12, 2026

SUMMARY OF WORK / ASSUMPTIONS: The following is a detailed breakdown of the scope of services and projected hours that TCF Architecture will provide for the 2027 District-Wide Levy projects Design and Construction Phase Services. Also reference our Scope and Fee proposal letter for additional clarification on these items.

TASK	PROJECT TASK DESCRIPTION	TEAM MEMBER HOURS / FEES				TOTALS
		Principal	Senior PM	Job Captain	Project Coordinator	
TASK 1 - ARCHITECTURAL SERVICES						
1.01	General Admin, Project Management & Correspondence	6.0	16.0	8.0	4.0	
1.02	Design Meetings	2.0	4.0			
1.03	Architectural Design and Drawing Documentation	8.00	60.0	80.0		
1.04	Specifications	1.00	40.0		5.0	
1.05	Consultant Coordination	1.00	2.0	1.0		
1.06	Cost Estimate Coordination	1.0	1.0			
1.07	Permitting	1.0	8.0	8.0		
1.08	Bidding	1.0	8.0			
1.09	Document Packaging		4.0	4.0		
1.10	Construction Admin	4.0	40.0	4.0		
1.11	Record Set		8.0	16.0		
	ESTIMATED HOURS	25.0	191.0	121.0	9.0	
	HOURLY RATE	$360	$200	$140	$130	
	ESTIMATED FEES	$9,000	$38,200	$16,940	$1,170	
Reimbursable Expenses						**$770**
TOTAL TASK 1 ARCHITECTURAL FEE						**$66,080**
TASK 2 - STRUCTURAL SERVICES						
2.01	Structural Engineering - Degenkolb: See Attached Proposal					**$15,400.00**
2.02	Structural Engineering - Degenkolb: Reimbursables					**$200.00**
	TCF Mark-up on Consultants at 10% (B&O Tax, Insurance, and Overhead Costs)					**$1,560.00**
TOTAL TASK 2						**$17,160.00**
TASK 3 - CIVIL & SURVEY SERVICES						
3.01	Civil - LDC: See Attached Proposal					**$44,800.00**
3.02	Civil - LDC: Reimbursables					**$500.00**
	TCF Mark-up on Consultants at 10% (B&O Tax, Insurance, and Overhead Costs)					**$4,530.00**
TOTAL TASK 3						**$49,830.00**
TASK 4 - ELECTRICAL SERVICES						
4.01	Electrical - Metrix: Basic Services, See Attached Proposal					**$31,558.00**
4.02	Electrical - Metrix: Record Drawings, See Attached Proposal					**$1,004.00**
4.03	Electrical - Metrix: Warranty Walkthrough, See Attached Proposal					**$2,272.00**
4.04	Electrical - Metrix: Reimbursables					**$598.00**
	TCF Mark-up on Consultants at 10% (B&O Tax, Insurance, and Overhead Costs)					**$3,543.20**
TOTAL TASK 4						**$38,975.20**

TASK	PROJECT TASK DESCRIPTION	TEAM MEMBER HOURS / FEES				TOTALS
		Principal	Senior PM	Job Captain	Project Coordinator	
TASK 5 - COST ESTIMATING						
5.01	Cost Estimating - RC Cost Group: See Attached Proposal					**$2,700.00**
	TCF Mark-up on Consultants at 10% (B&O Tax, Insurance, and Overhead Costs)					**$270.00**
TOTAL TASK 5 CONSULTANT SERVICES						**$2,970.00**

TOTAL FEES (Tasks 1-5)	**$175,015.20**

600 University Street
Suite 1001
Seattle, WA 98101
p: 206.262.9240
www.degenkolb.com

August 5, 2026, *revised August 11, 2026*

Steve Wachtler
TCF Architecture
124 N I Street
Tacoma, WA 98403

Reference: **Aberdeen HS Improvement**
Aberdeen, Washington
[Degenkolb Job Number C6A21001.00]

Dear Steve:

We are pleased to present this proposal for structural engineering services for the Aberdeen HS Modernization projects as they proceed into the design and construction phases. *In this revised proposal, revisions are shown in italics and deletions are shown in strikethrough.*

Background and Project Understanding

Our proposal is based on your RFP dated July 30, 2026 and the modernization improvements from the AHS Improvements Study Report dated 2025-9-3 we participated in earlier this year. The High School is a 2- and 3-story building constructed in 2007 between North F and G streets and north of East 2nd Street in Aberdeen, WA. As noted in the RFP, not all improvement scope items are expected to require structural design.

Scope of Work

Our scope of work consists of the following areas, referenced to the report recommendations:

1. 2025-2.3:
    a. Glass Guardrail Extension - Extend existing guardrail walls by extending existing HSS verticals and improving the base connections of the existing HSS posts. Separate base conditions occur at the landing and the stair stringer locations respectively. Design is based off available existing drawings, and previous guardrail extension at floor level in the prior Modernization project.
    b. Stair Guardrail – The existing stair guardrail will be altered to increase the height from the top of the stair tread to the guardrail to 42”.
2. 2025-5.1, 2025-5.2, and HS-02: Consultation to communicate to the design team structural impacts and/or markup others’ drawings for miscellaneous Improvement Scope items:
    a. Auditorium Stage Lights (2025-5.1)
    b. Auditorium House Lights (2025-5.2)
    c. ADA Ramp & Sidewalk Repairs – South Entry (HS-02)

During the design phase we will support these scope items with the following activities:

1. Participate in design phase meetings (4 assumed) to coordinate our work. All meetings are assumed to be virtual.
2. Support the miscellaneous improvements in item 2 above with up to 6 hours of consulting time, to consist of input from project managers during additional meetings and markups of Architectural drawings. No structural deliverables are associated with these miscellaneous scopes of work.
3. Develop and submit a calculation package for permit and respond to AHJ comments.
4. Coordinate with the cost estimator retained by TCF.
5. Respond to bid RFIs from contractors.
6. ~~Produce a conformed set incorporating any changes from the bid process.~~

During the construction phase, we will support the project with the following activities:

1. Respond to contractor-generated RFIs and submittals.
2. Perform one site visit during construction.
3. Develop electronic record drawings.
4. ~~Perform an additional site visit at the close of the warranty period, when requested.~~

Assumptions and Exclusions

We utilized the following assumptions and exclusions in preparing this proposal:

1. Improvement scope will follow the concepts developed in the Improvements Study. Design will proceed in a single phase without substantial intermediate deliverables to the permit and bid sets.
2. No structural improvements or details are required for the following improvements:
    a. Auditorium Stage Lights (2025-5.1)
    b. Auditorium House Lights (2025-5.2)
    c. Parking Lot Repairs – South Lot (HS-01)
    d. ADA Ramp & Sidewalk Repairs – South Entry (HS-02)
    e. Ramp Replacement to Portable (RG-01)
    f. ADA Ramp Repairs (A-02)
3. We will utilize Revit for our documentation. We will not be required to model any existing elements as a part of the BIM modeling. Our deliverables will be the 2D construction documents.
4. We have not included time for attendance at construction-phase OAC meetings.

Key Personnel

Torrey Bolden will be the project manager and primary contact for TCF for this scope of work. He will be supported by Kyle Steuck as Principal-in-Charge, providing a secondary contact and quality control.

Schedule, Fees and Contract

We have planned for a design schedule to last approximately 12 weeks from September 1st to November 15th. We anticipate the project will submit for permit during December of 2026 with construction completed during the summer of 2027. We propose to complete the design on a fixed fee basis as shown below and per the attached terms and conditions or agreed-on AIA type terms. Should additional scope become necessary, we will provide a written add service request including revised fees and schedule, and will request written notice to proceed before beginning the work.

Scope	Fee
Design Phase, Permitting and Bidding	*$10,600*
Construction Period Services	*$4,800*
Reimbursable Allowance	*$200*
Total Fee	*$15,600*

We look forward to working with TCF on this project. If any portions of this proposal do not meet your expectations, do not hesitate to reach out to discuss.

Very truly yours,

DEGENKOLB ENGINEERS

Torrey Bolden, P.E., S.E.
Associate

Kyle Steuck, P.E., S.E.
Principal

tab/TAB/KPS
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ACCEPTED: **TCF Architecture**

BY: _____

DATE: _____

PURCHASE ORDER OR
REFERENCE NUMBER: _____

This proposal is valid for 60 days. Please advise us immediately if an extension is necessary.

DEGENKOLB ENGINEERS

FEE WORKSHEET

Job Name: Aberdeen HS Modernization - Construction Documents
Job No.: C6A21001.00
Date: 5-Aug-26 Revised 8/11/26
Prepared by: Torrey Bolden

	Task	Principal	Associate	Designer	Sr. BIM Specialist
		Kyle Steuck	Torrey Bolden	TBD	Mitch Smith
Design Phase					
1	Design phase meetings, 8 weeks		4	3	
2	Design and detail relocated guard rail connection		1.5	4	1
3	Design and detail stair landing connection strengthening		1.5	4	1
4	Design and detail stair stringer connection strengthening		2	8	2
5	Develop permit calculation package, respond to AHJ comments	1	1	4	
6	Miscellanous Scope Consulation		6		
7	Coordinate with cost estimator		1	2	
8	Bid support		1	2	
Construction Services					
1	Respond to contractor RFIs and submittals		2	8	2
2	Site visit for RFI Investigation		1	8	
3	Record drawings		0.5	1	2
	Design phase Hours	1	18	27	4
	Construction Hours	0	3.5	17	4
	Rate	$295.00	$245.00	$190.00	$180.00
	Subtotals	$295	$5,268	$8,360	$1,440
				Hourly Subtotal	$15,363

Reimbursable Expenses

1	Site Visits		
220	Miles Round Trip		
$0.65	Mileage rate	Mileage	$143
		Misc Site Visit Expenses	$50
		Reibusible Estimate (rounded)	$200

Total Fee **$15,563**

STRUCTURAL ENGINEERING SERVICES
General Conditions and Compensation

Structural engineering services include structural designs, consulting, evaluations, research, and preparation of reports. The scope of these services is defined in the Letter of Agreement for each project. For new building design projects, our basic services are further outlined in the document entitled Supplement A, Structural Engineering Design Services—Scope of Services.

GENERAL CONDITIONS

1. Instruments of Service

All reports, plans, specifications, field data, calculations, tracings, hand or computer-generated drawings, special masters, and other documents, including all documents and files on electronic media, prepared by Degenkolb pursuant to this Agreement are instruments of professional service intended for one-time use in conjunction with the Project. They are and shall remain the property of Degenkolb. Any modification or reuse without the written approval by Degenkolb is prohibited.

2. Standard of Care

Degenkolb services are performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession under similar circumstances at the time the services are performed in the locality of the project. No warranty or representation, either expressed or implied, is included or intended in Degenkolb's proposals, contracts, designs, documents, opinions, or reports. Degenkolb shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations and laws in effect as of the date of execution of this Agreement.

3. Defects in Service

The Client shall promptly report to Degenkolb any defects or suspected defects in Degenkolb's work or services of which the Client becomes aware, so that Degenkolb may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all Contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's Contractors or subcontractors to notify Degenkolb, shall relieve Degenkolb of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

4. Opinions of Probable Construction Cost

Degenkolb's opinions of probable construction costs represent Degenkolb's best judgment as professionals generally familiar with the construction industry. However, since Degenkolb has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market or negotiating conditions, Degenkolb cannot and does not warrant or represent that proposals, bids or actual construction cost will not vary from provided opinions of probable construction cost. Degenkolb will consider design work required to align Contractor bid prices with the Client's Project budget as extra services.

5. Betterment

If, due to Degenkolb's error, any required item or component of the Project is omitted from Degenkolb's construction documents, Degenkolb shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Degenkolb be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

6. Risk Allocation

In recognition of the relative risks, rewards and benefits of the Project to both the Client and Degenkolb, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Degenkolb's total liability to the Client, and anyone claiming by, under, or through the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this Agreement and the performance thereunder, from any cause or causes, shall not exceed the total amount of $50,000 or the amount of compensation paid to Degenkolb under this Agreement (whichever is greater). Such claims and causes include, but are not limited to Degenkolb's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Further, the Client agrees to notify any Contractor or sub-contractor who may perform work in connection with any design, report, or study prepared by Degenkolb of such limitation of liability for design defects, errors, omissions or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against Degenkolb.

In the event that Client does not agree to limit Degenkolb's liability to this sum, Degenkolb shall waive this limitation upon the Client's request provided that (1) the Client pays an additional consideration of 5% of Degenkolb's total fee or $500, whichever is greater, and (2) at least $500 of such payment is paid within 30 days of the Degenkolb proposal or the day Degenkolb commences performance of services, whichever is later.

In the event the Client makes a claim against Degenkolb, at law or otherwise, for any alleged error, omission or other act arising out of the performance of professional services, and the Client fails to prove such claim, then the Client shall pay all costs incurred by Degenkolb in defending itself against the claim.

7. Indemnification

The Client waives any claim against Degenkolb, and shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with Degenkolb's services under this Agreement, except where such claim or liability is caused by the sole negligence or willful misconduct of Degenkolb.

The Client also shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client.

Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by Degenkolb's sole or gross negligence or Degenkolb's willful misconduct.

8. Information Provided by Client

Degenkolb shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to Degenkolb such information as is available to the Client and the Client's consultants and contractors, and Degenkolb shall be entitled to rely upon the accuracy and the completeness thereof.

The Client recognizes that it is impossible for Degenkolb to assure the accuracy of such information, either because it is impossible to verify, because of defects in or unknown changes to the original or subsequent construction, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with errors, omissions or inaccuracies in documents or other information provided by the Client to Degenkolb.

9. Hidden Conditions

When advised or requested by Degenkolb, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the Client. Client shall pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition.

If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Degenkolb has no knowledge that such a condition exists, the Client shall be responsible for all risks associated with this condition, and Degenkolb shall not be responsible for the existing condition, nor any resulting damages to persons or property.

10. Additional Services

Unless otherwise provided for elsewhere in the Agreement, where services beyond those agreed upon by Degenkolb are required or desired, and such additional services are not caused by Degenkolb's negligence, Degenkolb and Client agree to negotiate in good faith the terms upon which such additional services are to be provided. Degenkolb has no obligation to perform such additional services in the absence of an agreement related thereto.

11. Toxic and Hazardous Substances

Degenkolb and its subconsultants and agents shall have no responsibility for the discovery, presence, handling, removal of or exposure of persons to hazardous materials in any form at the Project site including, but not limited to asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances.

In the event that Degenkolb or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Degenkolb's services, Degenkolb may, at its option and without liability for consequential or any other damages, suspend services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

The Client also shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the presence, discharge, release or escape of asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances at or in the vicinity of the job site.

12. Peer Review Services

Where the Client employs Degenkolb for peer review services, it shall not be construed that Degenkolb, through such services, is supplanting or joining with the Structural Engineer of Record in his or her professional responsibility for the design of the structural portion of the Project under review.

Project peer review services performed by Degenkolb are not to be interpreted as a check of any nonstructural provisions of the applicable building code or codes. They are not a check of general requirements, such as Use Group or Type of Construction, a check of life-safety or fire protection requirements or a check of any code provisions, other than those concerning the stability and integrity of the primary structural system. No attempt will be made to verify dimensions, except to the extent necessary to review the adequacy of a particular structural component.

13. Job Site Safety

Neither the professional activities of Degenkolb, nor the presence of Degenkolb's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with contract documents and any health or safety precautions required by any regulatory agencies.

Degenkolb shall have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

The Client also agrees that Degenkolb and Degenkolb's subconsultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy. Furthermore, such insurance obtained by the General Contractor for the benefit of Degenkolb shall be primary to any other insurance purchased by Degenkolb. The obligation to indemnify is independent of the General Contractor's obligation to obtain insurance for the benefit of Degenkolb.

14. Right of Entry

The Client shall provide for Degenkolb's right to enter the property owned by the Client and/or others in order for Degenkolb to fulfill the Scope of Services included hereunder.

15. Project Representatives

The Client shall designate representatives who are authorized to make all decisions on the Client's behalf. The Client shall furnish a revised listing to Degenkolb when any changes affecting this listing are made.

16. Delays

Degenkolb is not responsible for delays caused by factors beyond the firm's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Degenkolb's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Degenkolb's reasonable control occur, the Client agrees that Degenkolb is not responsible for damages, nor shall Degenkolb be deemed to be in default of this Agreement.

17. Assignment and Subconsultants

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph, however, shall prevent Degenkolb from employing such independent consultants, associates, subcontractors and subconsultants (collectively 'subconsultants') as Degenkolb, in its sole discretion, may deem appropriate to assist in the performance of services hereunder. Degenkolb shall be responsible for appropriately paying its subconsultants and Degenkolb may bill Client (subject to any agreed upon limits) for the services performed by Degenkolb's subconsultants at the rates billed for services performed by Degenkolb employees performing similar services on this or other projects.

18. Dispute Resolution

In an effort to resolve any conflicts that arise during or following the completion of the Project, Degenkolb and Client agree that, prior to any litigation, all claims, counterclaims, disputes and other matters in question between the parties hereto, arising out of or relating to this Agreement or breach thereof, will be submitted to non-binding mediation under the auspices of a mutually agreeable mediation unless the parties mutually agree otherwise. Client and Degenkolb further agree to include the foregoing provision in any and all Agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to likewise include said provisions in any and all Agreements with subcontractors, subconsultants, suppliers, or fabricators so retained.

19. Termination of Services

This Agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Degenkolb for all services rendered to the date of termination, including all reimbursable expenses, and termination expenses.

20. Transfer of Electronic Files

Unless the parties to this Agreement agree otherwise, the following terms shall apply to instances where Degenkolb electronically transfers files (e.g., via the internet; via compact disk, through an FTP site, etc) to the Client or on behalf of the Client: These files are not contract documents and may be subject to manipulation beyond the control of Degenkolb. Therefore, Degenkolb cannot verify that the files accurately or completely reflect actual construction or field conditions. In the event that a conflict arises between the signed/certified contract documents prepared by Degenkolb and the electronic files, the signed/certified contract documents shall govern. Client is responsible to determine if any conflicts exist. Any modification of the electronic files, or reuse on another project, by or through Client will be at the Client's sole risk and without liability or legal exposure to Degenkolb.

21. Third Party Beneficiaries

This Agreement is solely for the benefit of Degenkolb and Client and not for any other person or entity. To the extent that any other person or entity, including but not limited to the General Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by Degenkolb pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Degenkolb or Client.

22. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any claim or controversy arising out of or in any way related to this Agreement or the performance thereunder shall be litigated in a court of competent jurisdiction in the State of California.

23. Miscellaneous

If any portion of this Agreement is found to be unenforceable, the remaining portions of the Agreement shall remain in effect and be enforced.

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

This Agreement shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Agreement or any part thereof to be drafted.

The titles used in this Agreement are for general reference only and are not part of the Agreement.

COMPENSATION

Compensation for engineering services shall be adequate to permit the proper fulfillment of Degenkolb's obligation to the Client and to the public. Unless stated otherwise in the Letter of agreement between Degenkolb and the Client, the compensation for our services will be billed to the Client on an hourly basis for each employee's time in accordance with the attached schedule of hourly rates. Our hourly rate schedule is subject to change upon notification. Time spent in traveling, when in the interest of the Project, will be charged to the Client. Direct non-salary expenses (reimbursable expenses) will be charged in addition to the hourly charges at cost, plus 10%.

Reimbursable expenses include, but are not limited to: (1) Travel and subsistence when away from the home office on Project business. (2) Identifiable communication expenses and postage other than for general correspondence. (3) Plan check, permit and inspection fees required by governing bodies. (4) Photographic services. (5) Identifiable printing and reproduction costs applicable to the Project. (6) Subcontracted services.

PAYMENTS ON ACCOUNT

Invoices will be prepared in accordance with Degenkolb's standard invoicing practices and will be submitted to Client, at Degenkolb's option, either upon completion of any phase or on a monthly basis. Invoices are due and payable on receipt.

Unpaid Invoices: If Client fails to make any payment due Degenkolb for services and expenses within thirty days after receipt of Degenkolb's invoice therefor, the amounts due Degenkolb will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, Degenkolb may, after giving seven days written notice to Client, suspend services (which may include but is not limited to the withholding of all work product and instruments of service) under this Agreement until Degenkolb has been paid in full all amounts due for services, expenses and charges. Degenkolb shall have no liability to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only the portion so contested may be withheld from payment, and the undisputed portion will be paid. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

Any inquiry or question concerning the substance or content of an invoice shall be submitted to Degenkolb in writing within ten days of receipt of the invoice. A failure to notify Degenkolb within this period shall constitute an acknowledgment that the service has been provided. Payment upon Termination: In the event of termination, the Client shall pay Degenkolb for all services rendered by Degenkolb and Degenkolb's subconsultants through the date of termination, including all reimbursable expenses and termination expenses.

LDC | Surveying Engineering Planning

August 11, 2026

TCF Architecture
Attn: Steve Wachtler, AIA
124 North I Street
Tacoma, WA 98403

RE: Proposal for Engineering Services
Aberdeen School District – 2027 District-Wide Levy Projects
Aberdeen, WA

Dear Mr. Wachtler:

Land Development Consultants, Inc. (LDC) is pleased to submit the following proposal to perform civil engineering and surveying services associated with the various site improvements at Aberdeen High School, Robert Gray Elementary School and the District Admin Building in Aberdeen, WA.

Background

The Aberdeen School District is proposing various site improvements at Aberdeen High School, Robert Gray Elementary School and the District Admin Building as part of a 2027 District-Wide Levy. Based on the RFP provided, it is understood the following improvements are proposed:

- Aberdeen High School
  - Parking Lot Repairs – South Lot (HS-01)
    - At parking lot south of Aberdeen High School, remove unsuitable existing paving, sub-grade & below grade elements as required to create a suitable substrate. Install new sub-base and surfacing replacement at impacted areas.
  - ADA Ramp & Sidewalk Repairs – South Entry (HS-02):
    - North of parking lot south of Aberdeen High School, Repair existing concrete sidewalk, curb & ramp including removal of unsuitable sub-grade components and replacement of finishes to comply with ADA requirements.
- Robert Gray Elementary School
  - Ramp Replacement to Portable (RG-01):
    - Remove existing ramp at existing portable and replace with new aluminum ramp and railings to comply with ADA.
- District Admin Building
  - ADA Ramp Repairs (A-02):
    - Replace existing ramp at east side of Administration Building with new aluminum ramp and railings to comply with ADA.

321 Cleveland Avenue SE, Suite 209 • Tumwater, WA 98501 • ph: 425.806.1869 • fx: 425.482.2893 • www.LDCcorp.com

The proposed phases and associated fees are as follows.

Surveying, Civil Engineering Design and Construction Support

	Proposed Fee	Fee Type
Core Services		
Phase 1 Construction Documents	$22,500	Fixed Fee
Phase 2 Bidding, Construction Support and Closeout	$10,000	Fixed Fee
Sub-Total Fee:	**$32,500**	
Stand Alone Services		
Phase 3 Record Drawings	$1,300	Fixed Fee
Phase 4 Survey	$11,000[1]	Fixed Fee
Sub-Total Fee:	**$12,300**	
Total Fee:	**$44,800 + Reimbursables**	

Core Services

Phase 1: Construction Documents

This phase includes the preparation of construction documents describing the requirements for construction of the project along with bidding and contracting for the construction of the project. This phase includes the preparation of civil documents necessary to receive permits from the City of Aberdeen. LDC shall perform the following tasks:

- Perform site visit.
- Attend two team meetings.
- Prepare civil engineering construction plans including:
  - Cover Sheet
  - Civil General Notes and Legend
  - Existing Conditions Maps
  - Demolition and Temporary Erosion and Sedimentation Control Plans
  - TESC Details
  - Site Improvement Plans
  - Site Improvement Details
  - Grading Plans
- Prepare final drainage report with supplemental reports including: SWPPP, Pollution Source Control Plan, and Stormwater Site Management Plan.
- Prepare CSI specifications for the site civil design elements.
- Update cost estimate and submit cost estimate at 90% CD level.
- Perform quality control review of construction documents and provide permit submittal documents to TCF for submittal.
- Address City review comments and resubmit plans and drainage report to obtain approval.

[1] Survey fee = $10,000 + 10% markup = $11,000

Phase 1 Deliverables:

- Final Engineering Plans
- Final Drainage Report
- Final Specifications
- Final Cost Estimate

Phase 1 Assumptions:

- All City review and permitting fees will be paid by others.
- It is assumed that one construction set is required from LDC. Separation of documents into different bid packages is not included.
- Frontage improvements are not anticipated.
- The project does not disturb greater than 1 acre and a NPDES permit will not be required. LDC will provide the necessary documentation to obtain the NPDES permit.

Phase 2: Bidding, Construction Support Services and Closeout

This phase includes construction support from the pre-construction meeting through substantial completion. This phase also includes construction closeout tasks required for project closeout. The following tasks will be performed.

- Respond to bidder requests for information.
- Prepare bid addendums as necessary.
- Attend pre-construction meeting.
- Prepare for and attend 1 construction meeting / site visit and prepare field report.
- Provide response to contractor request for information.
- Prepare engineer's supplemental information as needed.
- Provide civil documents associated with change orders as needed.
- Review material submittals.
- Perform one site visit and prepare punch list.

Phase 2 Deliverables:

- Punch List

Phase 2 Assumptions:

- The architect will prepare the project manual and bid advertisement. It is assumed LDC will have a minor role in bidding support related to questions or clarifications as they arise.

Stand Alone Services

Phase 3: Record Drawings

This phase includes incorporation of contractor redlines into a record drawing set. LDC will provide the following services:

- Prepare civil engineering record drawings.

Phase 3 Deliverables:

- Civil Engineering Record Drawings

Phase 3 Assumptions:

- The contractor will keep accurate redline plans on-site for use in drawing preparation.

Phase 4: Topographic Surveying (Mtn2Coast, LLC)

Please see Attachment A for detailed scope of work from Mtn2Coast, LLC.

Phase 99 – Reimbursables

This phase includes all non-contract reimbursable expenses including but not limited to mileage, reprographics, fees paid on the client's behalf, pass-through expenses for third-party services (utility locates, for example), etc. An initial budget of **$500** is established and will not be exceeded without prior authorization from the client.

General Assumptions and Clarifications:

1) The fees in this proposal are based upon the following documents:
   a) Governing jurisdiction codes and plans
   b) Governing jurisdiction Development Standards
   c) Documentation provided by the client
2) No variance from agency standards will be required.
3) Agency fees and/or costs for public notification are not included.
4) Specialized design services by other consultants may be required to complete the design plans and/or project approvals. The following items may be required:
   a) Structural design of retaining walls and/or rockeries
   b) Wetland Studies
   c) Soils/Geotechnical Studies
   d) Traffic Studies
   e) Structural design and plans for detention and/or water quality vaults
   f) Street Lighting design/Illumination plans
   g) Landscape plans
   h) Arborist studies
5) The client will lead the negotiation for all off-site easements and/or drainage/damage releases needed for construction.
6) Additional permits beyond those described may be required. Any application services or additional engineering that may be required will be at the instruction of the client.
7) The fees for all tasks are based on the understanding that Consultant's scope of work for these items extends to construction plan approval. The fees shown above include corrections to the plans and reports if required by the City of Aberdeen due to errors or omissions by the Consultant except for the following situations:
   a) Revisions requested by the client after the work is performed.
   b) Changes to the plans that result from City comments that deviate from the initial comments from the first submittal; including any subsequent submissions thereafter. The items above, if required, are subject to the client's prior authorization - which may be written or implied.
8) If the scope of the project changes due to circumstances beyond our control or as otherwise specified herein, we reserve the right to renegotiate the fees outlined in this agreement.
9) Should any work not defined herein be requested and authorized by you, we will perform it on a time and expense basis in accordance with our standard fee schedule in effect at the time the extra work is done. We typically adjust our fee schedule in January of each year; our current fee schedule is attached.
10) Reimbursable expenses such as mileage, blueprint costs, etc., will be billed in accordance with our standard fee schedule, attached. Third-party pass-through services will be billed at our cost plus 10%.
11) This proposal is based upon the written design standards and ordinances of the jurisdiction that governs the site that are in effect at the date of this letter.

Next Steps
Please send your contract at your convenience for our review and signature.

We appreciate the opportunity to be a part of your project team and look forward to getting started. If you have any questions or comments, please call me at 360.634.2065.

Regards,

Land Development Consultants, Inc.

Ross Jarvis

Ross Jarvis, PE, Assoc. DBIA
Principal Engineer

Attachment A

Professional Land Surveyors
Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com

August 5, 2026

Ross Jarvis, PE, Assoc. DBIA
LDC Corp
rjarvis@ldccorp.com
D: (360) 634-2065
C: (206) 778-1636

Re: Aberdeen School District – District-Wide Levy Project – Topographic Survey

Dear Ross:

Thank you for the opportunity to provide professional surveying services.

Scope

Boundary Survey
MTN2COAST, LLC will not establish property boundaries or the Right-of-Ways under this contract.

Topographic Survey
M2C will complete a Topographic Survey of the sites as shown on the attached Survey Limits Exhibits. The Topographic Survey will include the following:

- One-foot contours with tops, toes, and breaks.
- Buildings and other structures on site with finished floor elevation.
- Other visible improvements such as curbs, mailboxes, light poles, etc.
- Hard surfaces such as concrete, pavement and gravel.
- Trees 6” and larger dbh with diameter and species measured.
- M2C will hire and coordinate a utility locator service to paint the buried conductible utilities. M2C will then field map the utilities paint marks and surface appurtenances. We will also open and measure utility structures and measure pipe sizes, types, and invert elevations.

The Survey will be completed on the Washington State Plane Coordinate System and NAVD 88 vertical datum.

Deliverables
M2C will deliver the following:

- Topographic Survey Map in pdf form.
- ACAD electronic drawing file of the project by email.

Professional Land Surveyors
Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com

Fee

M2C fee for completing the survey shall be lump sum as follows:

- Aberdeen High School Site #1
  Topographic Survey $3,870 Lump Sum
- Robert Gray Elementary Site #2
  Topographic Survey $2,610 Lump Sum
- Administration Building Site #3
  Topographic Survey $2,070 Lump Sum
- Utility Locator Service for all 3 sites $1,450 Lump Sum

(All items listed above must be executed together to be valid)

General Conditions

M2C's General Conditions of Contract, attached, are included as part of this Agreement for professional services. Please sign a copy of this letter and return to M2C as notice to proceed. Please feel free to contact me at PJ@mtn2coast.com or by phone at 360.688.1949 if you have any questions.

Best regards,
MTN2COAST, LLC

P.J. Boughal, PLS

Proposal and General Conditions of Contract Accepted
LDC Corp

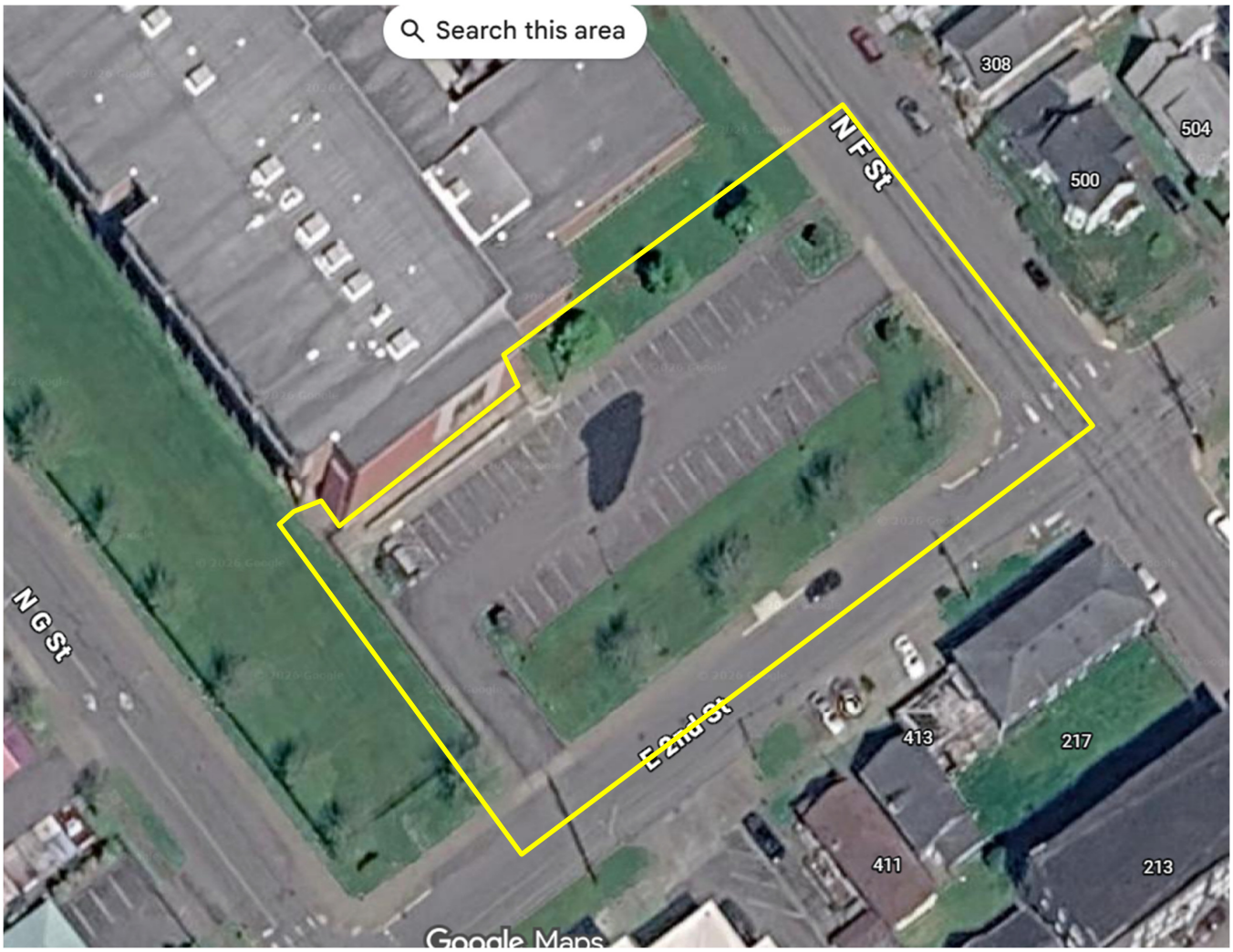
_____
Signature Date: _____

Professional Land Surveyors
Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com

Survey Limits Exhibit Aberdeen High School Site #1

Site Address: 410 N G St, Aberdeen, WA 98520
Limits of Topographic Survey highlighted in yellow.



Professional Land Surveyors
Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com

Survey Limits Exhibit Robert Gray Elementary Site #2

Site Address: 1516 N B St, Aberdeen, WA 98520
Limits of Topographic Survey highlighted in yellow.

Professional Land Surveyors
Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com

Survey Limits Exhibit Administration Building Site #3

Site Address: 216 N G St, Aberdeen, WA 98520
Limits of Topographic Survey highlighted in yellow.

MTN2COAST, LLC (M2C)
GENERAL CONDITIONS OF CONTRACT

1.0 Fees for Professional Services:

The following fees and cost shall apply:

1.1 Fees. M2C services and cost are delivered into three categories: Labor, Sub-consultants, and Reimbursable Expenses. The cost of overhead and profit are reflected in the hourly labor rates. Labor consists of all efforts by M2C to accomplish the client's project.

1.2 Sub-consultants. In cases where M2C retains a sub-consultant to accomplish work not included as M2C scope in this Agreement, the cost for such services shall be billed at cost plus 10%. In the cases where M2C utilizes a sub-consultant to accomplish work within its scope of work, those costs are included in this Agreement amount for professional services.

1.3 Reimbursable Expenses. Out of pocket cost for materials and services will be billed at actual cost plus 10%. Common items billed under this heading include printing, delivery services, special equipment rental, and subsistence expenses. Vehicle mileage is billed at a rate according to the amount established by the IRS.

2.0 Standard of Performance:

M2C services shall be performed in a manner consistent with the standard of professional care, skill, and diligence that is customary for projects of the type and complexity as the project governed by this Agreement. All work shall be performed by qualified personnel under the supervision of, or performed directly by, persons licensed to practice in the state where the project is located.

3.0 Time of Performance:

Services shall be performed and delivered to the client within the time indicated in this Agreement. Any schedule delays due to factors beyond the control of M2C shall not constitute a failure to perform.

4.0 Liability and Indemnification:

The Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees) that the Client may recover against M2C (together with its officers and employees) to the amount of compensation paid by the Client to M2C for the services pursuant to this Agreement or $100,000, whichever is less. The types of claims to which this limitation applies include claims based in tort or contract, for negligence, professional errors or omissions, breach of contract and breach of implied warranty. M2C shall not be liable for any acts, errors, or omissions by others, including but not limited to, other Surveyors, Geotechnical & Environmental Consultants, and Wetland Consultants. Other professionals are completely and solely accountable for all field measurements, calculations, and technical statements regarding the thoroughness and accuracy of all drawings, reports and documents prepared by them and M2C may rely on any documents prepared by them and provided to M2C on behalf of Client.

5.0 Insurance Coverage:

M2C shall maintain general and professional insurance coverage for the duration of this project. A certification of insurance shall be provided to the Client upon request. The Client, on its own behalf and on behalf of its insurer(s), waives all claims against M2C (and its officers and employees) for losses and damages to the extent that such losses and damages are covered by property insurance and/or liability insurance carried by or for the benefit of the Client.

6.0 Ownership of Documents:

All designs, drawings, specifications, notes, data, sample materials, reports and other tangible documents developed by M2C are instruments of service and as such remain the property of M2C. It is expressly agreed that all documents are only for use on the projects identified in this Agreement. M2C shall be held harmless against all loss, damage, liability, and claim resulting from the use of any documents not authorized by the Agreement. The Client agrees that all documents furnished to the Client or his agents and assigns, which are not paid for, will be returned upon demand and will not be used for any purpose. Receipt of payment may also be required prior to final deliverables

7.0 Compensation and Payment:

Compensation will be in accordance with the scope of services, budgets and fee schedules described in this Agreement. M2C will render invoices monthly, either as a final or progress billing, and will be payable upon receipt. An account becomes past due thirty (30) days after receipt of an invoice. Invoices unpaid for 60 days from date of invoice will have an additional $750 charge added to the invoice.

8.0 Waiver of Consequential Damages

The Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use and loss of reputation) for claims, disputes or other matters in question arising out of or relating to this Agreement whether in tort, contract or breach of warranty.

9.0 Governing Law:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

10.0 Severability:

If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, all other provisions of this Agreement shall remain valid, binding and enforceable.

11.0 Agreement Revision:

This professional services agreement shall not be modified, amended, extended or changed in any manner except in writing and signed by persons authorized to represent the Client and M2C.

12.0 Agreement Termination:

Either party may terminate this professional services agreement upon seven (7) days written notice. Client shall be responsible for all fees and costs incurred by M2C and its sub-consultants prior to termination.

August 11, 2026

Steve Wachtler, AIA
Managing Principal
TCF Architecture
124 N I St
Tacoma, WA 98403

RE: ASD 2027 District-Wide Levy Projects – Electrical Fee Proposal R1

Dear Steve:
Thank you for the opportunity to provide electrical consulting and design engineering services on the ASD 2027 District-Wide Levy Projects in the Aberdeen School District. The scope was informed by email on 7/30/26 with attached RFP and improvements study. This proposal is based on our general understanding of the project as indicated below.

GENERAL CLARIFICATIONS:

1. Architectural backgrounds will be provided by Architect to create construction documents.
2. Design anticipated September 2026 – November 2026.
3. Bidding anticipated March 2027.
4. Construction start anticipated May 2027.
    a. Assumes 2 site visits for OSO and punchlists.
5. Project will use the Design-Bid-Build project delivery method.
6. Electrical permit drawing submission to the City of Aberdeen.
7. Metrix Engineers Electrical Principal in Charge will be Ben Prehoda, PE.
8. Overall estimated project MACC is ~~$640,000.~~$475,000.
9. The electrical estimated portion of the project MACC is $308,256.
    a. AHS Auditorium - Staging Lighting Replacement: $184,954
    b. AHS Auditorium – House Lighting Replacement: $123,302
10. Scope for Aberdeen High School is as follows:
    a. All electrical and lighting systems engineering design and documentation for the Auditorium Stage Lights (2025-5.1): Replace existing auditorium stage lights with current generation lighting system including controls and control gear.
    b. All electrical and lighting systems engineering design and documentation for the Auditorium House Lights (2025-5.2): Replace existing house lights at auditorium spaces with LED lighting and energy code compliant controls.
    c. Metrix assumes the existing electrical distribution systems are adequately sized and do not require upgrading as part of this project.

SCOPE OF BASIC SERVICES

1. Electrical system design, permitting, bidding and construction administration services including electrical distribution, lighting system and low voltage engineering design documents and specification documents for bidder design.
2. Attend virtual meetings as required to support design work with Architect and Owner.
3. Pre-bid walkthrough and meetings are not included.
4. Cost opinions provided after the design phase to be included in RC Cost Group estimates.
5. Project electrical drawings and specifications.

SCOPE EXCLUSIONS

1. Permit or plan review fees.
2. Engineered and/or stamped seismic bracing drawings or calculations for electrical system.
3. BIM modeling.
4. Commissioning.
5. Special inspections during construction.
6. Acoustical calculations or design.
7. Modeling of conduit less than 3 inches, hangers, and supports for electrical and low voltage systems. Metrix will coordinate adequate pathways for these components. Design and configuration of these components shall be provided by the Contractor shop drawings.
8. Dimensional floor plans, reflected ceiling plans, elevations, and sections of devices unless specifically noted in electrical plans.
9. Design and construction commissioning assistance.
10. Multiple bid packages.
11. Abatement design, drawings, and specifications.
12. Extended project closeout. Fee proposal assumes construction phase, including commissioning, will reach final completion at the scheduled construction contract end dates proposed. Additional services will be required to support project if Contractor does not meet construction completion schedule as defined.
13. Post-occupancy support.
14. Conformed set documents.
15. All scopes of work separately identified as Other Basic Services noted below.

FEES

For the basic services scope of work indicated above, we propose fee as follows, in compliance with Chapter 9 Guidelines for Determining A/E Fees on school district projects:

- Anticipated electrical construction cost of $308,256.
- Basic Services Fee Percentage from Schedule B of 10.65% (less than $1,000,000) of total electrical cost with additional 3% for modernization projects and 75% fee multiplier.

Basic Services fixed fee = ($308,256)*(13.65%)*(75%)= $31,558

We propose the following breakdown for phased basic services.

Design (70%) (assumes max 113 hours at Project Engineer Rate and 26 hours at Principal Rate):	$22,090
Bidding (3%) (assumes max 5 hours at Principal Rate):	$947
Construction Administration (27%) (assumes max 40 hours at Principal Rate):	$8,521

CA phase includes a maximum of 3 site visits under basic services. This includes pre-construction meeting, construction site visits/meetings and all project punchlists.

OTHER BASIC SERVICES

The following extra services will be provided and billed as services are rendered:

1. Record Drawings - fixed fee of $1,004
2. Warranty Walkthrough - $2,272

Hourly services as noted above will be billed at $198/hr for Project Engineer and $284/hr for Principal.

REIMBURSABLES

Reimbursable expenses shall be billed in conformance with the prime agreement. Estimated reimbursable for mileage estimated NTE $598.

Again, we appreciate the opportunity and look forward to participating in a successful project. Please contact me if you have any questions or concerns.

Sincerely,

Ben Prehoda, PE
Principal, Electrical

If this fee proposal meets your expectations, please sign and return as noted below.

_____

I hereby confirm acceptance of the fee structure for the scope of work as defined in this proposal. On behalf of TCF Architecture:

_____	_____
Signature	Date
_____	_____
Printed Name	Title

Proposal

CLIENT	TCF Architecture	DATE	August 11th, 2026
CLIENT CONTACT	Steve Wachtler, Managing Principal	PROJECT	Aberdeen School District – 2027 District-Wide Levy Projects

Dear Steve,

Please see below our proposal for providing cost consulting services for the Aberdeen School District - 2027 District-Wide Levy Projects. It is our understanding that the project will consist of Aberdeen High School Improvements, Robert Gray Elementary School Improvements & District Admin Improvements as described in your RFP dated 7/30/26.

Provide cost consulting services at the following design stages:

- 90% Construction Documents

2.1 Cost Estimate

The cost estimate will be based on the measurement of quantities from drawings and provided information and priced in accordance with these drawings, specifications and descriptions of the work. It is our understanding that MEP Estimates & Landscaping estimates will be provided by the design team engineers for incorporation into the overall report following review by RC Cost Group.

2.2 Format

The estimates will be presented in elemental format or that determined by the project team.

2.3 Exclusions

Any design work or estimating beyond the above stated services and scope and beyond the site.

2.5 Project Staffing Assignment

- Mark Richardson (30+ Years' Experience) – Lead Estimator / PIC

3a. Basic Services Fees

Our Fixed Fee for base cost estimating services are **$2,700** for the following services:

- **90% Construction Documents = $2,700 (12 Hours x $225/Hr.)**
  - Report Prep / Set Up: 1 Hours
  - Architectural / Structural Estimating: 4 Hours
  - Civil Estimating: 4 Hours
  - Review & Incorporate Consultant Estimates into Report: 1 Hour
  - Meetings / Follow-Up: 1 Hours
  - QA/QC: 1 Hours

4. Expenses

Direct reimbursable expenditures if appropriate will be charged in accordance with the prime agreement or Our Hourly rates for miscellaneous additional services will be billed as reimbursable at $225/Hr. Flights and Accommodations will be billed at Cost + 10%. *We are not anticipating expenses for this project.*

5. Payment

We will invoice on completion of each phase for payment net thirty (30) days. This proposal remains open for acceptance for a period of three months, after which time the writer should be consulted for verification of scope and fees.

6. Project Schedule

Based on our understanding of the current schedule that if successful in our proposal we would receive the documents on the following dates for the formal submittals of our service:

Documents to RC Cost Group	**Complete Cost Plan**
Per Schedule	Per Schedule

We look forward to the opportunity of working with you on this important project and if you have any questions regarding this proposal or the fee structure, please give us a call. Thank you.

Yours Truly,

Mark Richardson, Managing Partner
RC Cost Group, INC.

Confirmation of Agreement:

This letter correctly sets out the scope and fees for services to be provided by RC Cost Group, Inc. for this project.

SIGNATURE OF AUTHORIZED OFFICER	TITLE OF AUTHORIZED OFFICER	DATE

CONTRACT FOR SERVICES
BETWEEN
ABERDEEN SCHOOL DISTRICT #5

(hereinafter referred to as ASD #5)

216 North "G" Street Aberdeen, WA 98520

The YMCA of Grays Harbor
(hereinafter referred to as YMCA)

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

I. DUTIES OF YMCA

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

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

- Provide staffing and support for implementation of the 21st Century programs at Miller Junior High, AJ West Elementary School, Robert Gray Elementary School and Stevens Elementary in accordance with the 21st Century grant guidelines and approved application for ASD #5.

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

- Provide a part-time Program Coordinator to recruit, hire, oversee and train YMCA staff working in the 21st Century programs; preference will be given to current Aberdeen School District staff when hiring for programming in their respective buildings.
- Administer background checks on all YMCA 21st Century program staff members that are not currently employed by ASD #5.
- Provide a Site Coordinator, a minimum of two academic coaches and two student mentors for each site. Additional staffing may be hired to increase enrollment of the program which will be non-reimbursable. Provide a list of all staff hired for 21st Century positions to the Aberdeen School District Personnel office by September 15th, updated as needed throughout the remainder of the school year.
- Collaborate with the 21st Century Grant Administrator and District Director regarding staffing, schedules and activities.
- Plan academic enrichment activities for each site in accordance with the 21st Century grant application.
- Provide academic assistance and recreation/enrichment activities for the

minimum time requirements per the 21st Century grant application. Assist with snack and supper distribution provided through eligible USDA meal programs.

- Collaborate with the 21st Century Grant Administrator and District Director to plan for and host the summer program per the 21st Century grant application.
- Participate and collect data throughout the program for attendance; meal distribution; family engagement and participation; student/parent program feedback, and other identified data as needed.
- Enter into an Memorandum of Understanding data sharing agreement between the YMCA and ASD #5.
- The YMCA will provide memberships to students that meet the yearly program attendance requirements.

C. The time schedule for completion of YMCA's duties shall be within the program dates:

- School Year: September 14, 2026 - June 11, 2027
- Summer: 20 days to conclude by July 31, 2027

II. DUTIES OF ASD #5

In consideration of YMCA's satisfactory performance of the duties set forth herein, ASD #5 shall partner with the YMCA program as follows:

A. Except for expressly provided herein, expenses necessary to YMCA's satisfactory performance of this agreement shall be invoiced to ASD #5 on the first day of each month; the total amount billed for the duration of this contract to fulfill said obligations shall not exceed **$340,000** for staffing, program costs, and professional development travel expenses.. The final billing will be dated August 31, 2027 or before.

B. ASD #5 will provide a Grant Administrator, a District Director, certified teachers who will instruct during the specified tutoring time at Miller Junior High School, and food service support staff to plan and prepare any food at each site to be distributed in the 21st Century programs.

C. ASD #5 will provide facilities, curriculum and program supplies for 21st Century programming during the school year.

D. Transportation will be provided after the programs for students enrolled in the 21st Century programs at Miller Junior High, AJ West Elementary, Robert Gray Elementary and Stevens Elementary.

E. ASD #5 will ensure an enrollment procedure is in place for students to access 21st. Century programs in accordance with 21st Century reporting requirements including

daily attendance procedures, sign-in/sign-out procedures and withdrawal procedures aligned with district policies.

F. Issue 21st Century Grant laptop devices to site coordinators for use with data collection, tracking, and reporting to complete grant compliance.

G. Provide access (as necessary) to online programs, such as Panorama, Skyward, Google, etc, to the YMCA Program Coordinator and site coordinators for use in data collection and student information access

H. Enter into an Memorandum of Understanding data sharing agreement between the YMCA and ASD #5.

III. PROHIBITION AGAINST ASSIGNMENT

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

IV. INDEPENDENT CONTRACTOR STATUS

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

V. INDEMNIFICATION

To the fullest extent permitted by law, YMCA agrees to defend, indemnify and hold harmless ASD, its directors, volunteers, students and employees from and against all expenses, damages, losses, claims, and liabilities, direct, indirect or consequential (including attorney fees incurred on such claims and in proving the right to indemnification), arising out of or resulting *from* the acts or omissions of YMCA or the operation of the 21st Century program at ASD.

Similarly, ASD agrees to defend, indemnify and hold harmless YMCA, its directors, officers, and employees from and against all expenses, damages, losses, claims brought by third parties, and liabilities, direct, indirect, or consequential (including attorneys fees incurred) arising out of or resulting from the acts or omissions of ASD and/or its employees relating to the operation and use of the 21st Century program at Aberdeen Schools.

VI. TERMINATION

This Agreement may be terminated by either party, at any time, upon written notification thereof

to the other party. The notice shall specify the date of termination. This written Agreement constitutes the mutual agreement of YMCA and ASD #5 in whole. No alteration or variation of the terms of this Agreement and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

VIL APPLICABLE LAW

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

VIII. NON-DISCRIMINATION

No person shall, on the ground of race, creed, color, religion, national origin, age, veteran or military status, sex, sexual orientation, gender expression or identify, mental/physical/sensory handicap, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed pursuant to 21st Century activities.

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IX EFFECTIVE DATE-DURATION

This Agreement shall commence on the 1st day of September, 2026. This agreement shall terminate at midnight on the 31st day of August 2026, with the sole exception of Section V (Indemnification) which shall continue to bind the parties

X. FEDERAL BACKUP WITHHOLDING INFORMATION

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

XI CERTIFICATION REGARDING DEBAREMENT, SUPERVISION AND ELIGIBILITY

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

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

YMCA of Grays Harbor

Franzine Potts 8/17/24

Franzine Potts Executive Director/CEO Date:

ABERDEEN SCHOOL DISTRICT #5

Lynn Green, Co Superintendent Date:

Traci Sandstrom Co Superintendent

Date

CONTRACT FOR SERVICES
BETWEEN
ABERDEEN SCHOOL DISTRICT #5

(hereinafter referred to as ASD #5)

216 North "G" Street
Aberdeen, WA 98520

The YMCA of Grays Harbor
(hereinafter referred to as YMCA)

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

I. DUTIES OF YMCA

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

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

- Provide staffing, implementation and support for implementation of YMCA Sponsored after school programs at Central Park Elementary and McDermoth Elementary.

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

- Provide a part-time Program Coordinator to recruit, hire, oversee and train YMCA staff working in YMCA sponsored after school programs; preference will be given to current Aberdeen School District staff when hiring for programming in their respective buildings.
- Administer background checks on all YMCA after school program staff members that are not currently employed by ASD #5.
- Provide a Site Coordinator, academic coaches and student mentors for each site.
- Provide a list of all staff hired for the afterschool programs to the Aberdeen School District Personnel office by November 10th, updated as needed throughout the remainder of the school year.
- Collaborate with the District Program Administrator regarding staffing, schedules and activities.
- Plan academic enrichment activities for each site.
- Provide academic assistance and recreation/enrichment activities for the minimum time requirements for **up to 128 days** of after school programming.

- Assist with snack distribution provided through the eligible USDA meal programs.
- Issue laptop devices to site coordinators for use with data collection, tracking, and reporting.
- Provide program supplies for after school programs.
- Participate and collect data throughout the program for attendance; meal distribution; family engagement and participation; student/parent program feedback, and other identified data as needed.
- Enter into an Memorandum of Understanding data sharing agreement between the YMCA and ASD #5.

C. The time schedule for completion of YMCA's duties shall be within the program dates:

- **School Year: September 14, 2026 - June 11, 2027**

II. DUTIES OF ASD #5

In consideration of YMCA's satisfactory performance of the duties set forth herein, ASD #5 shall partner with the YMCA program as follows:

A. Except for expressly provided herein, expenses necessary to YMCA's satisfactory performance of this agreement shall be invoiced to ASD #5 on the first day of each month; the total amount billed for the duration of this contract to fulfill said obligations shall not exceed **$14,000** for staffing for afterschool program operations September 14th - October 31, 2026. The final billing will be dated October 31, 2026 or before.

Afterschool program expenses after October 31, 2026 will be the responsibility of the YMCA and at no expense to ASD5.

B. ASD #5 Program Administrator and District Coordinator will collaborate with YMCA staff to provide program support.

C. ASD #5 food service support staff will prepare any food at each site to be distributed in after school programs.

D. ASD #5 will provide facilities and curriculum for after school programming during the school year.

E. ASD #5 will ensure an enrollment procedure is in place for students to access the after school programs including daily attendance procedures, sign-in/sign-out procedures and withdrawal procedures aligned with district policies.

F. Provide access (as necessary) to online programs, such as Panorama,

Skyward, Google, etc, to the YMCA Program Coordinator and site coordinators for use in data collection and student information access

G. Provide contact information for district staff to the YMCA Program Coordinator and Site Coordinators.

H. Enter into an Memorandum of Understanding data sharing agreement between the YMCA and ASD #5.

III. PROHIBITION AGAINST ASSIGNMENT

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

IV. INDEPENDENT CONTRACTOR STATUS

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

V. INDEMNIFICATION

To the fullest extent permitted by law, YMCA agrees to defend, indemnify and hold harmless ASD, its directors, volunteers, students and employees from and against all expenses, damages, losses, claims, and liabilities, direct, indirect or consequential (including attorney fees incurred on such claims and in proving the right to indemnification), arising out of or resulting from the acts or omissions of YMCA or the operation of the after school programs.

Similarly, ASD agrees to defend, indemnify and hold harmless YMCA, its directors, officers, and employees from and against all expenses, damages, losses, claims brought by third parties, and liabilities, direct, indirect, or consequential (including attorneys fees incurred) arising out of or resulting from the acts or omissions of ASD and/or its employees relating to the operation and use of the after school program at Aberdeen Schools.

VI. TERMINATION

This Agreement may be terminated by either party, at any time, upon written notification thereof to the other party. The notice shall specify the date of termination. This written Agreement constitutes the mutual agreement of YMCA and ASD #5 in whole. No alteration or variation of the terms of this Agreement and no oral understandings or agreements not incorporated herein, unless made in writing

between the parties hereto, shall be binding.

VI. APPLICABLE LAW

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

VII. NON-DISCRIMINATION

No person shall, on the ground of race, creed, color, religion, national origin, age, veteran or military status, sex, sexual orientation, gender expression or identify, mental/physical/sensory handicap, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed pursuant to after school programs.

VIII. EFFECTIVE DATE-DURATION

This Agreement shall commence on the 14th day of Septeber 2026. This agreement shall terminate at midnight on the 31st day of August 2027, with the sole exception of Section V (Indemnification) which shall continue to bind the parties.

IX. FEDERAL BACKUP WITHHOLDING INFORMATION

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

X. CERTIFICATION REGARDING DEBAREMENT, SUPERVISION, AND ELIGIBILITY

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

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

YMCA of GRAYS HARBOR

Franzine Potts 8/17/26

Franzine Potts, Executive Director/CEO Date

ABERDEEN SCHOOL DISTRICT #5

Lynn Green, Co-Superintendent Date

Traci Sandstrom, Co-Superintendent Date

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, the local evaluator, and the YMCA of Grays Harbor to share student information for students attending the 21st CCLC program. This agreement recognizes the local evaluator as an "authorized representative" that conducts the 21st CCLC as an educational program. The information shared in this agreement enables the local evaluator 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 the five years of this 21st CCLC program beginning with the 2026-2027 school year and concluding at the end of summer of the 2026-2027 school year.

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
- Student Address
- Student Phone Number
- Student Grade Level

The Aberdeen School District 21st CCLC program will provide the local evaluator and the YMCA of Grays Harbor attendance records and surveys as follows:

- Student Attendance - School Year and Summer
- Any student, teacher, parent surveys administered each year regarding the Aberdeen School District 21st CCLC program

The Aberdeen School District 21st CCLC program will provide the YMCA of Grays Harbor and other named partners the final evaluation reports for each grant year for the duration of the grant period.

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:

- Unique 10-digit Student State Identifier(10 digit SSID Number)
- Student's Unique District Identifier (Number)
- Student Date of Birth (MM/DD/YYYY format
- Racial/Ethnic group (American Indian/Alaska Native, Asian/Pacific Islander, Black or African American, Hispanic or Latino, white)
- Limited English Proficiency (Yes or no)
- Free or Reduced Price Lunch Eligibility (Yes or No)
- Special Needs or Disabilities (Yes or No)
- Student achievement data in reading and math

- Student discipline data as the number of referrals to the office for behavior

Procedure for sharing data - The Aberdeen School District 21st CCLC District Director will work with district staff to generate the data described above and will compile it in a secure manner for the local evaluator. All shared data will be transmitted to the local evaluator 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 local evaluator acknowledges the personal and confidential nature of this data and agrees that all local evaluator 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 local evaluator may use the data to complete the federal and state required reporting requirements for this 21st CCLC grant. The local evaluator may use the data to complete the required local evaluation report that utilizes aggregated 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, the local evaluator 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	

	Community Partner
Name	Franzine Potts, YMCA of Grays Harbor
Title	CEO
Signature	Franzine Potts

	Evaluator
Name	TBD
Title	TBD
Signature	TBD

Bachelor of Applied Science in Teacher Education

Memorandum of Agreement (MOA)

GRAYS HARBOR COLLEGE
and
ABERDEEN SCHOOL DISTRICT, DISTRICT #5

for the academic year 2026-2027

A. Scope of MOA:

This MOA establishes a common set of expectations for the Bachelor of Applied Science in Teacher Education student candidates, educator preparation program, and K-12 school district. The Grays Harbor College Handbook, provided to all parties, outlines the responsibilities of the GHC students, field supervisors, and mentor teachers.

Teacher Education Program students, Field supervisors, and Grays Harbor College are required to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 C.F.R. Part 99; WAC 392-172A- 05180 through 392-172A-05245; and any other applicable laws and regulations related to the confidentiality of student records and information.

B. Placement:

Practicum students must be placed in a school/classroom setting within the grade band assigned as observers only in the classroom setting. **Assigned practicum mentors will receive three (3) clock hours per quarter for mentoring practicum students.**

Student teachers must be placed in a school/classroom setting within the grade range and content area(s) that align with the certification program they are enrolled within for the entire second year of the academic program. Unless otherwise established in writing between the school district and a student teacher, student teachers will not be considered employees of the school district and will not be remunerated for their services to the school district. **Assigned student teaching mentors will receive ten (10) clock hours per quarter for mentoring the student teachers. If the student teaching assignment is terminated for any reason, the mentor will receive clock hours based on the percentage of time the student was in the field experience.**

C. Duration of candidate placement:

Practicums are comprised of thirty (30) hours per quarter during the first year of the program.

Student teaching is comprised of three (3) student teaching quarters, each a duration of ten weeks during the second year of the program (90 hours fall quarter, 300 hours winter quarter and 150 hours spring quarter).

D. Student Teaching Assignment:

Each school site should present a nurturing environment with good communication between the student teacher, mentor teacher, and field supervisor.

a. Qualifications for mentor teachers:
   i. Full-time faculty member

ii. Must have completed a minimum of three years of full-time teaching in the role and been employed by the cooperating district for a minimum of one full year
iii. Must be fully certified by the State of Washington in the content area and grade level they are teaching
iv. Should possess subject matter and instructional proficiency and the qualities of a "master teacher."

b. Qualification for program supervisors:
   i. Master's degree
   ii. Minimum of three years teaching experience
   iii. K-12 knowledge and expertise in content and pedagogy
c. Field supervisors will make consistent contact with student teachers and cooperating teachers. There will be a minimum of three on-site observations during each student teaching experience.

E. School District Policies:
Teacher Education Program students are required to abide by school district policies. Violation of school district policies may result in consequences including but not limited to the termination of student placement as described in Section H.

F. Background Checks:
Having a clear Washington Access to Criminal History (WATCH) is a condition for acceptance to the program. Teacher Education Program student who are placed at school sites must complete a record check through the Washington state patrol criminal identification system under RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050 and through the federal bureau of investigation criminal justice information systems prior to their placement.

G. Teacher Education Program students are required to obtain professional liability insurance ($1,000,000 minimum) before they begin their field experience. Students may provide proof of coverage from an insurance provider or through the Student National Education Association program through the Washington Education Association Educators Employment Liability (EEL) Program.

H. Problems and Concerns - Termination of Placement:
There are times when a student placement does not work as expected. There are numerous complex reasons that can be difficult to solve. This emphasizes the need for honest and open communication between the student teacher, mentor teacher, cooperating district administrator, field supervisor, and the program dean. Punctuality in communicating concerns is critical to identifying effective solutions.
a. The student, cooperating school district, mentor teacher, and/or Grays Harbor College can terminate a student placement assignment. The termination should be a final solution after reasonable attempts have been made to solve the issues, including a plan of correction if appropriate. All parties, including the program director, should be notified of any problems and be involved in developing the plan of correction.
b. Certain egregious offenses will result in the immediate termination of a placement, including but not limited to:
   i. Possession of, use of, or being under the influence of illegal drugs or alcohol
   ii. Acts of violence
   iii. Violations of appropriate teacher/student boundaries
   iv. Theft of school district money or property
c. If possible and appropriate, conferences should be held with the involved parties to discuss the issues and solutions. Every attempt will be made to address the concerns to the satisfaction of all parties.
d. Should the cooperating school district or Grays Harbor College terminate the placement because of failure of the student to meet the requirements of attendance and/or performance, the student will not be placed in another school district during that quarter.

e. Should the student request a change in placement, or Grays Harbor College warrant a change in placement, all efforts will be made to accommodate the change in placement.
f. The final decision regarding termination will be made by the school district.

I. Every mentor teacher will be provided with a copy of the Grays Harbor College Bachelor of Applied Science Teacher Education Handbook. Guidelines for students, mentors, and field supervisors are outlined in said Handbook.

J. Only one teacher candidate should be in the classroom with a mentor teacher at a time to allow one-on-one mentorship and the ability to build an individual relationship with the mentor and the class.

K. Substitute Teaching: The student teacher may be used as a substitute teacher. However, only the hours substituting in their mentor's classroom can be used as field experience hours. *Any exceptions must be approved before the field experience.* Students wishing to substitute must adhere to the school district and OSPI substitute teacher requirements.

L. Supervision and Evaluation of Student Teachers: Mentor teachers and field supervisors must understand and demonstrate the ability to evaluate candidates using the Student Teaching Evaluation Forms and Grays Harbor College Disposition Rubric as provided in the Grays Harbor College Handbook.

M. Administrative Rules for teacher preparation clinical experiences can be found at WAC 181-78A-300.

N. Alternative Routes:

a. The Program will be carried out in accordance with Washington Administrative Code (WAC) 181-80 authorizing the Alternative Routes to Certification Program (previously RCW 28A.660.040), Authority WAC 181-80-002, Definitions WAC 181-80-005, Basic requirements WAC 181-80-010, and Program types WAC 181-80-020.

b. The Program offers a residency certification program for Elementary Education and English Language Learners (ELL) endorsement (alternative routes 1 and 2).

c. GHC Bachelor's in Teacher Education program will:
   i. Identify key faculty member(s) who will work directly with the district.
   ii. Provide the district with promotional brochures and/or presentations to assist with program recruitment.
   iii. Schedule program courses.
   iv. Provide key faculty member(s) to implement the program.
   v. Provide field supervision and facilitate learning activities such as peer observation and feedback.

d. School districts will:
   i. Identify a key staff member(s) who will serve as a district liaison to the Teacher Education Program.

O. Outcomes:
In order to accomplish the general objectives below and meet the associated outcomes, the Teacher Education Program and school district shall perform the specific duties, as outlined in this form. The MOA is that the information may be subject to change based upon the district program needs and agreed upon by all partners.

P. Key roles and responsibilities:

Responsibilities	Preparation program	School District	Field Supervisor
Candidate recruitment	X		
Candidate screening	X		
Candidate selection	X		
Candidate oversight	X		X
Additional field placement	X		X
540 hours student teaching	X	X	X
Mentor selection	X	X	X
Mentor training	X		
Mentor support	X	X	X

Q. Key activities timelines:
All key activities will take place year-round each academic year.

Activities	Dates	Responsible
Candidate recruitment	Ongoing	GHC, District
Candidate screening	Mar-Sep 2026	GHC
Candidate selection	Mar-Sep 2026	GHC
Additional field placement	Aug 2026 – June 2027	GHC, District
540 hours student-teaching	Aug 2026 – June 2027	GHC, District
Mentor selection	Mar-Sep 2026	District
Mentor training	Aug/Sep 2026	GHC

R. Program management:
The following shall be the contact person for all communications regarding the performance of this MOA.

	Teacher preparation program	District
Name	Ariel Finfrock	Lynn Green & Traci Sandstrom
Title	Interim Director of BAS-TE	Superintendent
Mailing address	1620 Edward P Smith Dr Aberdeen, WA 98520	216 N G St Aberdeen, WA 98520
Telephone number	(360)538-2535	360-538-2002
Email	teacher.education@ghc.edu	lgreen@asd5.org; tsandstrom@asd5.org

Lynn Green, Co-Superintendent Date

Traci Sandstrom, Co-Superintendent Date

Holly Bringman, Vice President for Learning and Student Services Date

Memorandum of Agreement Contact Information

GRAYS HARBOR COLLEGE

Holly Bringman, Vice President for Learning and Student Services
360-538-4013
holly.bringman@ghc.edu

Cathy LeCompte, Dean for Workforce Education
360-538-4009
cathy.lecompte@ghc.edu

Ariel Finfrock, Interim Director of BAS Teacher Education
360-538-2535
ariel.finfrock@ghc.edu

Judy Holliday, Placement Coordinator/Field Supervisor
360-538-2525
judy.holliday@ghc.edu

Bill Dyer, Field Supervisor
360-538-4171
bill.dyer@ghc.edu

Holly Samuelson, BAS-TE Faculty
360-538-4019
holly.samuelson@ghc.edu

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Washington Student Achievement Council P.O. Box 43430 Olympia, WA 98504	**INTERAGENCY AGREEMENT**	
	IAA No.:	27IA071
Aberdeen School District 216 North G Street Aberdeen, WA 98520	Effective Date:	September 1, 2026, or date of execution, whichever is later.

INTERAGENCY AGREEMENT

BETWEEN

WASHINGTON STUDENT ACHIEVEMENT COUNCIL

AND

THE ABERDEEN SCHOOL DISTRICT

Pursuant to RCW 39.34, this Interagency Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Washington Student Achievement Council a Washington State governmental agency ("WSAC") and Aberdeen School District, a Washington state school district ("School District") and is dated and effective as September 1, 2026, or date of execution, whichever is later.

RECITALS

A. WSAC desires to contract with School District, through its GEAR UP program, to provide services to students and their families enrolled in the School District as outlined in Exhibit A, Statement of Work, and Exhibit B, Conditions for the administration of Federal Grants.

B. The purpose of this Agreement is to establish the terms and conditions pursuant to which School District will provide the requisite personnel, equipment and materials and/or and otherwise do all things necessary for or incidental to the performance of the work set forth in this agreement.

C. The School District understands that payments by and obligations of WSAC, under this agreement, are contingent upon the receipt of federal funds from the US Department of Education. The loss or disruption of funding shall be case for termination of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM**. The term of this Agreement is twelve (12) months, commencing September 1, 2026 and ending August 31, 2027, unless terminated sooner as provided herein. This agreement may be renewed or amended contingent upon the appropriation of funds in subsequent years.

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2. **SERVICES**. School District shall furnish the necessary personnel, equipment, material(s) and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein.

3. **COMPENSATION.** Compensation for the work provided in accordance with this Agreement has been established under the terms of Chapter 39.34 RCW. The parties have determined that the cost of accomplishing the work herein will not exceed six hundred twenty-seven thousand dollars ($627,000). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

4. **INVOICES; BILLING; PAYMENT**.

   a. BILLING PROCEDURE. The School District shall **submit A19 invoices and supporting documentation by the 25th of the calendar month** following the month in which the expenditures were paid by the School District.

   b. BILLING DETAIL. Supporting documentation includes a completed Expenditure Detail Form and copies of all invoices or receipts for listed expenditures. The invoice will state clearly that it is for the services rendered in performance under this Agreement and shall reference the Agreement number. Any expenses invoiced to WSAC shall be supported with copies of invoices paid by School District.

   a. BILLING ADDRESS. Invoices shall be delivered to WSAC as follows:

      If sent by mail:

      Attn: Accounting Department
      Washington Student Achievement Council
      PO Box 43430
      Olympia, WA 98504

      If sent electronically: accountspayable@wsac.wa.gov

   b. PAYMENT PROCEDURE. Payment to the School District for approved and completed work will be made by warrant or account transfer by the WSAC within 30 days of receipt of the complete and correct invoice. Upon expiration of the Interagency Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date, and received by WSAC not later than October 30, 2027, or payment will not be made. For complete instructions for the reimbursement process and expenditure guidance, see http://gearup.wa.gov WSAC shall remit payment to Customer via electronic funds transfer.

5. **DISALLOWED COSTS**. The School District is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors. School District shall not submit any expenses for reimbursement that are known to be unallowable.

6. **AGREEMENT MANAGEMENT**. The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective

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addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Washington Student Achievement Council	**School District**
Attn: Cara Patrick	Attn: Lynn Green
Washington Student Achievement Council	Aberdeen School District
PO Box 43430	216 North G Street
Olympia, WA 98504	Aberdeen, WA 98520
Tel: (360) 485-1990	Tel: (360) 538-2038
Email: carap@wsac.wa.gov	Email: lgreen@asd5.org

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7. **DATA SHARING AGREEMENT**. WSAC maintains a Data Sharing Agreement with the Office of the Superintendent of Public Instruction (OSPI) to obtain student level data for all GEAR UP schools. All data share practices adhere to OSPI standards. As a member of the multi-state GEAR UP College and Career Readiness Evaluation Consortium, Washington State GEAR UP will share GEAR UP student level data with the National Student Clearinghouse (NSC) for research and evaluation purposes. Procedures used in this work will be governed by Federal Family Educational Rights and Privacy Act (FERPA) and all applicable state laws. The Washington Student Achievement Council is a state education authority and adheres to the FERPA and in particular 34 CFR 99.31. For the limited purposes of this project, the Washington Student Achievement Council designates the NSC as an authorized representative for the purpose of assisting with this research and evaluation project. The data will be protected as confidential information and redisclosure by NSC will be prohibited, per RCW 50.13. Information will be transferred in a secure file transfer process and will includes state student identification number, last name, first name, middle initial, GEAR UP entry date, anticipated graduation year, actual graduation year, date of birth, gender, ethnicity, race, grade level, graduation status, grade point average and enrollment history and status. Washington's data will remain the property of Washington State GEAR UP and will not be accessed by or shared with any other entity. The State Memorandum of Understanding with NSC is available upon request.

8. **RECORDS RETENTION & PUBLIC RECORDS**.

   a. AGREEMENT AVAILABILITY. To be enforceable, this Agreement must be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.

   b. RECORDS RETENTION. Each party shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

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c. PUBLIC INFORMATION. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that they are both subject to Chapter 42.56 RCW, Washington State's Public Records Act. Any specific information that is claimed by a party to be confidential or proprietary must be clearly identified as such by the party. To the extent consistent with RCW 42.56, the other party shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view another party's confidential or proprietary information, the party will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If other party fails to obtain a court order enjoining disclosure, the party will release the requested information on the date specified. If a dispute arises related the disclosure of public records, the parties agree to confer with one another before seeking judicial relief.

9. **RESPONSIBILITY OF THE PARTIES**. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

10. **DISPUTE RESOLUTION**. To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the Parties cannot then agree on a resolution of the dispute, the Parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the Parties cannot agree on a mutual resolution within fifteen (15) business days, the parties may resort to court to resolve the dispute.

11. **TERMINATION FOR CONVENIENCE**. Either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

12. **GENERAL PROVISIONS**.

    a. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

    b. AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

c. AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

d. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

e. GOVERNING LAW. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.

f. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

g. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety.

h. CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

i. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

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j. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

WASHINGTON STUDENT ACHIEVEMENT COUNCIL	**ABERDEEN SCHOOL DISTRICT**
Signature	Signature DocuSigned by: Lynn Green 3A1B209EE5E84D7...
Name: Cara Patrick Title: GEAR UP Director Date Signed: Email: carap@wsac.wa.gov	Name: Lynn Green Title: Co-Superintendent Date Signed: 8/24/2026 Email: lgreen@asd5.org
Reviewed and Concur with Agreement WSAC: Feather Wagner	Signature: Date Signed:

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EXHIBIT A

STATEMENT OF WORK

The Washington Student Achievement Council's (WSAC) Washington State GEAR UP (WAGU) partner school districts and schools agree to provide services as described below. These are the school and district contractual obligations and must be met to remain in good standing as a grantee. Failure to remain in good standing may result in a reduction of funds or termination of the contract.

Note: "GEAR UP School Staff" are the GEAR UP Advisors, Graduation Specialists, Data/Admin Support (or similar) staff that are paid with Washington State GEAR UP grant funds and conduct GEAR UP activities.

GEAR UP Participation

1. Eligible students
    a. All students enrolled in grades 7 through 12.
    b. Graduates, for the period from the date of graduation through August 31 of the following year.
    c. Students who are enrolled but do not attend the school may be served by the program if it is reasonable to do so (for example, home-schooled students).
2. Ensure that students have access to appropriate program activities. Program activities will:
    a. Provide information regarding financial aid and scholarships.
    b. Encourage student enrollment in rigorous and challenging curricula and coursework to reduce the need for remedial coursework at the postsecondary level.
    c. Improve the number of students who:
        i. obtain a secondary school diploma.
        ii. complete applications for and enroll in a program of postsecondary education.
    d. Support students through the first year after high school graduation.
3. At a minimum, WAGU school districts must offer the following activities to all eligible students and their families. Actual services provided will be detailed in the annual Work Plan and Budget document. These services may be provided by GEAR UP staff, other school staff, community volunteers, or other qualified partners:
    a. Provide supportive academic services, including tutoring and homework assistance.

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

b. Provide career exploration opportunities.

c. Provide financial aid counseling and advising, including scholarship information.

d. Provide counseling and advising, academic planning, and career counseling.

e. Coordinate and plan college/university/vocational/trade campus visits.

f. Coordinate and plan job site visits.

g. Provide GEAR UP orientations for students and families by October 31 of each year.

h. Distribute and provide support, postsecondary, and financial aid information to families.

i. Provide support to 13th year students (as described below in 14. Graduate Services and Transition Support.)

4. Ensure students are aware of their eligibility for a one-time GEAR UP Scholarship provided by WAGU.

5. By the end of the 8th grade, distribute the 21st Century Scholar Certificate as provided by the WAGU staff.

6. Schools will recruit and send students to GEAR UP hosted summer camps with their GEAR UP advisor as chaperone unless formally requested. Schools may provide additional summer opportunities to support grade-level transition, academic readiness, and credit retrieval. Summer activities may include field trips to prepare students for careers and college, as well as college campus visits. (See 15. Summer Support below.)

Project Administration & Implementation

1. **Annual Work Plan and Budget Planning & Approval.** The Lead Administrator(s), GEAR UP paid staff, and other key support staff (counselors, advisors, etc.) will attend the annual work plan and budget planning session. The Lead Administrator(s) will submit an annual work plan and budget to be approved by the WAGU Director by the yearly deadline. This document guides the implementation of GEAR UP program requirements.

2. **Work Plan and Budget Revisions.** The currently approved Work Plan and Budget serves as the yearly plan for all activities and services to be provided by the school. Providing all activities and supports as described is the district's contractual obligation. Schools may revise the work plan with the prior approval of the Associate Director or Director.

Budget revisions may be requested to support activities or expenditures that are not included in the currently approved Work Plan and Budget. These revisions require written approval from the Associate

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

Director or Director. Other budget revisions are allowed to the extent that they are shifting nominal amounts from one approved activity to another.

3. **Supplement not Supplant**. WAGU activities and services may supplement but not supplant existing services.

    a. WAGU funding may not replace state or local funding for existing services.

    b. WAGU may enhance an existing service by adding staff, resources, or support.

    c. WAGU may provide staff, resources, or support for new services.

4. **GEAR UP Staffing.**

    a. Hire, train, and supervise GEAR UP staff. GEAR UP staff must meet minimum qualifications for the position, including a bachelor's degree or higher, previous experience working with students and families, a working knowledge of high school graduation requirements and postsecondary options, and financial aid. Staff must have the skills to lead and implement a GEAR UP program, including the knowledge of school culture, and the ability to collect data and submit detailed reports, including budget and expenditure documentation. Position titles may include GEAR UP Advisor, GEAR UP Graduation Specialist, GEAR UP Administrative Support/Data Specialist, or similar.

    b. Job Description & Hiring Approval. The WAGU Director must approve job descriptions/recruitment announcements and final hiring decisions. Job descriptions/recruitments will be submitted to the WAGU Director for approval before posting. Before hiring, the superintendent will send the candidate's name, resume, and the reasons the candidate was selected.

    c. Staff absences. If GEAR UP staff will be absent for more than two consecutive days, or if they have a planned vacation, advance notice must be sent to the Associate Director.

    d. Supervision. Provide appropriate level of supervision of all GEAR UP staff, who are school district employees, and comply with and be accountable to district personnel policies and procedures, including annual employee evaluations.

    e. Staffing level. Provide adequate staffing to fulfill the obligations of the program. Staffing needs are based on the number of students to be served in the school(s). Staffing levels funded by WAGU were provided during workplan development.

    f. Staff hours. GEAR UP staff are required to work the number of days and hours as assigned in the annual work plan. It is a misuse of Federal funds to release staff to coach student athletic/extracurricular activities or for any other reason while being paid by GEAR UP.

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

g. School sites. Where the grant serves more than one school, and where there are more than 2 FTEs, the expectation is for each school to have a full-time GU staff member on site.

h. Summer hours. You must reserve hours equivalent to ten days of regular work time for summer support for students and required WAGU training. Summer camp chaperone days may be included in this ten days, or paid to GEAR UP advisor via a stipend.

i. Limitation. GEAR UP staff may not work in substitute positions, either classified or certificated.

j. Required training. All staff paid with GEAR UP funds are required to attend GEAR UP-sponsored training, professional development workshops, and webinars: Approximately three in-person workshops, planning sessions, and monthly professional learning opportunities. Additional professional development opportunities are optional but encouraged, e.g., GEAR UP West or NCCEP.

k. Schools may include funding for substitutes for GEAR UP staff as appropriate. Schools must inform WSAC of any long-term leave to create a plan for ensuring that GEAR UP services will continue.

5. **GEAR UP Team.** Establish a GEAR UP team that includes at least one district administrator, at least one building administrator from each school being served, school counselor(s), all GEAR UP staff, and other school staff such as class advisors. Teams shall meet at least monthly to ensure that the work plan is followed.

6. **Space and Equipment/Furniture.** Provide a dedicated classroom and/or office that is adequate to provide services as described in the Work Plan and Budget. Provide furniture and access to equipment and supplies necessary for conducting business. GEAR UP funding may be used to purchase a computer, printer/scanner and related technology, and a four-drawer locking file cabinet for records storage, and program supplies once per grant cycle, unless otherwise approved by WAGU.

7. **GEAR UP Expenditures and Reimbursement.** Schools must submit GEAR UP expenditures by the 25th of each month for reimbursement. You must maintain proper cost accounting records for all reimbursed expenses. Follow WAGU instructions on submitting reimbursement requests, as provided in the GEAR UP Grant Management Manual, found here: www.gearup.wa.gov. Documentation must be sufficient to substantiate expenditures as valid for GEAR UP reimbursement.

8. **Match Collection and Reporting.** Superintendents and principals will ensure that staff are aware of the match documentation requirements. GEAR UP staff will provide an annual Match Training to ensure staff understand the requirement to document match activities. GEAR UP staff will provide

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

the match forms and instructions and collect the forms at least monthly. District office staff will submit the match documentation to WAGU by the 25th of each month.

9. **Participation Documentation and Reporting.** GEAR UP staff will track student, family, and staff participation in GEAR UP activities as detailed in the Work Plan and Budget. They will enter activity and participation data electronically in the WSAC-Washington State GEAR UP Portal at least twice per month; weekly is encouraged. Documentation must be sufficient to substantiate program and participation data submitted via the portal, e.g., sign-in sheets.

10. **Data Validation.** The WAGU Program Manager will review Portal entries based on completed activities verified by the Associate Director and provide support to the GEAR UP Advisor to clarify or correct data entries within one week of notification that revisions are needed.

11. **WAGU Resources**. Use WAGU-created and/or provided print and electronic resources when working with students and families. Resources are posted on the GEAR UP website, www.gearup.wa.gov.

12. **Student, Family, and Educator Surveys.** GEAR UP Staff and/or Lead Admins will administer electronic surveys required by the grant and meet minimum return rates at least annually.

13. **WAGU Weekly Check-ins.** GEAR UP staff will participate in weekly check-ins (in-person and virtual) with the WAGU Associate Director to ensure completion and fidelity in program services, accurate and timely messaging to students, families, and staff, and appropriate use of program and other resources.

14. **Graduate Services and Transition Support.** Schools will collaborate with WAGU staff and Regional College Campus staff to foster strong relationships between high schools and community colleges. This collaboration will include providing general knowledge of campus student support services, admissions, and financial aid support services, as well as regular use of peer mentors and campus contacts.

School GEAR UP staff will communicate regularly with graduates to support monthly resource sharing, bi-annual connection around post-graduate plans and individualized supports, and invitations to in-person events including financial aid workshops. Schools will have all GEAR UP students and families complete a Release of Information form by the conclusion of the fall term of their senior year.

15. **Summer Support**. Schools will provide summer opportunities to support grade-level transition, academic readiness, and credit retrieval. Summer activities may include educational field trips to prepare students for career and college pathways, orientation transportation and attendance, and college campus visits.

GEAR UP Advisors will bring students to GEAR UP-hosted camps. As noted above, hours equivalent to ten days of regular work time must be reserved for summer support for students and required WAGU training. (The GU Staff may opt to receive a stipend for camp attendance instead, as allowable per school district policy.)

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

16. **Student, Family & Community Engagement.** Incorporation of student, family and community voice will be utilized to effectively implement services. Schools will participate in the following, and be responsible for the identification and selection of student, family, and community partners in engagement:

    a. **Regional Roundtables.** Superintendent, Lead Administrator(s), GEAR UP staff, and other key district staff will participate in up to three Regional Roundtable events facilitated by WAGU staff. Roundtables will include community members, students, families, training and education providers, and local business and youth-serving organizations with the goal of building a strong network to support GEAR UP goals and objectives. **Schools will identify and invite community partners to attend on a rolling basis.**

    b. **Student Voice in Program Design.** GEAR UP staff will work with WAGU staff to identify and select student ambassadors to provide feedback on GEAR UP initiatives and engage in stakeholder conversations. WAGU will provide training and support for selected students. Student ambassadors will support the GEAR UP staff in promoting activities to students and participate in WAGU-led activities and training to enhance program practices and supports.

    c. **Family Voice in Program Design.** GEAR UP staff will work with WAGU staff to identify and select Family Ambassadors who will serve as a representative voice to inform program practices and supports. WAGU staff will provide engagement opportunities for selected families, including an invitation to the Regional Roundtable convenings, participation in GEAR UP family services, and consistent opportunities for service and program feedback.

17. **Capacity Building.** School district leadership and key staff will work with WAGU staff to identify professional development and capacity building needs to build, over time, the career and college-going culture in the district and build sustainable practices that will continue beyond the grant cycle.

At the beginning of each school year, GU school-based staff will provide a program orientation to all building staff by October 31 of each year to ensure that they understand the program and available opportunities.

18. **OSPI Data Sharing Agreement:** WSAC-WAGUP maintains a data sharing agreement with OSPI to collect student level personally identifiable information that is required for federal GEAR UP reporting and evaluation. OSPI sends CEDARS files for each GEAR UP school to WSAC weekly through a secure file transfer process. This data includes student school identification number (SSI); first, middle, last name; gender; birthdate; race/ethnicity; FRPL status; special programs status (homeless, foster youth status, ELL/LEP, and IEP); GEAR UP entry date; anticipated graduation year; actual graduation year; grade level; graduation status; grade point average; enrollment history and status; and course enrollment and completion history. All data procedures are governed by the Federal

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

Family Educational Rights and Privacy Act (FERPA) and all applicable state laws. Additional details are in the Interagency Agreement, Data Sharing Agreement section.

Note: The Scope of Work may be updated annually to reflect programmatic changes over the life of the grant cycle.

Performance Measures

GEAR UP work plans and accompanying services will ensure that all students are supported in achieving the career and college benchmarks that prepare them for postsecondary education and training. School districts will be monitored and evaluated based on annual program outcomes for the following performance measures, and progress toward the targeted outcome as listed by Year 7, shown in parentheses.

Student Supports

1. Average daily attendance (85%).
2. The percentage of students promoted on time to successive grade levels (92%).
3. The percentage of students that explore career pathways by 8th grade (90%).
4. The percentage of students with a High School and Beyond Plan (HSBP) that identify a career pathway by 8th grade (90%).
5. The percentage of students who pass Algebra I or its equivalent by the end of ninth grade (77%).
6. The percentage of students completing at least two Dual Enrollment courses (CiHS, Running Start) by the end of 12th grade (64.5%)
7. The percentage of students who graduate on time (1% per year, 95.6% by Year 7).

Affordability

8. The percentage of students who complete the FAFSA (72.8%).

Postsecondary Enrollment

9. Students' educational aspirations and expectations of postsecondary options will increase to match the goal for enrollment or higher. (75%).
10. The percentage of students and former students who are enrolled at an institution of higher education will increase to mirror the national enrollment rate (60%).

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

11. The percentage of teachers with the expectation that their students will attend and complete postsecondary education will increase (5% annually, 68.8% by Year 7).

12. The percentage of parents/guardians with the expectation that their child will attend postsecondary education will increase (baseline and goal TBD).

Postsecondary Completion

13. The percentage of students persisting into the second year of postsecondary will increase for students attending 2-year colleges to 65% and 4-year colleges to 80%.

14. The percentage of students completing college will increase for students attending 2-year colleges to 15% and students attending 4-year colleges to 25%.

15. Employment within one year of college completion (baseline and goal TBD).

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

EXHIBIT B

CONDITIONS FOR THE ADMINISTRATION OF FEDERAL GRANTS

1. ADMINISTRATIVE REQUIREMENTS

As stated in the General Provisions of this contract, the Contractor shall maintain current and accurate books, records, documents, and other materials that are relevant to the provision of goods and services under this contract, and adequate to document the nature and scope of goods and services provided. For federal funds spent under this contract, the Contractor further agrees to comply with the Administrative Requirements of U.S. Office of Management and Budget (OMB) Circular A-102 or A-110 (now CFR, Part 215), as adopted by the federal agency providing the funds.

Type of Contracting Organization	U.S. Office of Management and Budget (OMB) Circular or Other Regulations	As Adopted by the U.S. Department of Education
State and Local Governments (including School Districts) and Federally-Recognized Indian Tribal Governments	Circular A-102 ”Common Rule”	ED General Administrative Regulations (EDGAR) contained in the Code of Federal Regulations at 34 CFR 80
Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations	2 CFR, Part 215 (also known as A-110)	ED General Administrative Regulations (EDGAR) contained in the Code of Federal Regulations at 34 CFR 74

2. COST PRINCIPLES

The WSAC will reimburse the Contractor for direct costs and indirect costs incurred in the performance of this contract, provided that:

a. The total of such costs does not exceed the funding level established in the General Provisions and Exhibit C (Budget) of this contract.
b. Such costs are allowable by terms of this contract.
c. Costs are allowable under the federal statute of the Higher Education Act of 1965, as amended, Title IV, Part A, Subpart 2, Chapter 2, 20 U.S.C 1070a-21—1070a-28, any non-regulatory guidance and regulations as subsequently promulgated by the U.S. Department of Education.
d. Such costs are incurred in accordance with the Contractor’s established policy and procedure.

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

e. The applicable federal cost principles are followed given the type of organization, as follows:

Type of Contracting Organization	U.S. Office of Management and Budget (OMB) Circular or Other Regulations
Educational Institutions	2 CFR, Part 220 (also known as circular A-21)
State and Local Governments (including School Districts)	2 CFR, Part 225 (also known as circular A-87)
Non-Profit Organizations	2 CFR, Part 230 (also known as circular A-122)
Commercial Firms and Non-Profit Organizations exempt from A-122	Subpart 31.2 of the Federal Acquisition Regulations

3. OTHER FEDERAL COMPLIANCE REQUIREMENTS

The Contractor agrees to comply with federal non-procurement, suspension and debarment, drug-free workplace, and anti-lobbying requirements as regulated in the U.S. Department of Education's General Administrative Requirements at 34 CFR 82, 84, 85 and 86. The contractor further agrees to sign and return to the WSAC a fully executed copy of the attached *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*.

4. AUDIT REQUIREMENTS

Under the Single Audit Act, entities expending $1,000,000 or more in federal funds in a fiscal year are required to have an audit performed in accordance with the provisions of OMB Circular A-133. The WSAC, as a primary recipient of federal funds, must ensure its sub-recipients obtain audits as required and act on certain types of issues reported in these audits. To meet its obligations, the WSAC requires the following:

If the Contractor expended $1,000,000 or more in federal funds in either or both of its two most recent preceding fiscal years, the Contractor shall:

a. Provide a copy of the audit report for the oldest preceding fiscal year prior to execution of the contract.
b. Provide a copy of the audit report for the most recent preceding fiscal year within 30 days of issuance of the report.

If the Contractor has not expended $1,000,000 in federal funds in either of its two most recent fiscal years, the Contractor shall disclose all federal awards for its current fiscal year to the WSAC. Such disclosure shall include:

a) Known federal awards, including the name of the Federal agency, CFDA title and number, the source of the funds if passed through another entity, federal dollars awarded, and federal dollars expended to date.
b) Awards for which the Contractor has applied, including the name of the federal agency, CFDA title and number, the source of the funds if passed through another entity, and

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

federal dollars requested.

If the Contractor expends $1,000,000 or more in federal funds during any fiscal year under this agreement, the Contractor shall provide a copy of the report within 30 days of issuance of the report.

For Contractors that are included in Washington's Statewide Single Audit, the WSAC reserves the right to waive the requirement for the Contractor to provide copies of audit reports.

The WSAC reserves the right to arrange for or require an audit of this contract whether or not the Contractor expended
$1,000,000 or more in total federal funds in its fiscal year.

5. RESOLUTION OF AUDIT FINDINGS

In the event the audit report contains audit findings related to the monies provided under this agreement: The Contractor shall:

a. Prepare a corrective action plan to submit with the audit report.
b. If findings from a prior report have been resolved or continue to be in the process of resolution, prepare a Summary Status of Prior Findings to submit with the audit report.
c. Take timely and appropriate corrective action – corrective action should be initiated within six months after the receipt of the audit report and proceed as rapidly as possible.

The WSAC shall:

a. Issue a management decision on audit findings within six months after the receipt of the Contractor's audit report, including:
    i. Stating whether or not the audit finding is sustained and the reasons for the decision.
    ii. Determining the expected Contractor action to repay disallowed costs, make financial adjustments, or take other action.
    iii. If corrective action is not yet completed, give a timetable for follow-up.
    iv. Describe any appeal process available to the Contractor.
b. Adjust the WSAC's records, if necessary.
c. Recapture federal funds according to the provisions of A-133, if the finding is monetary in nature and the auditor's finding is sustained in the management decision.

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ''Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

Docusign Envelope ID: 26E9A9DF-DD90-806E-815D-6619E3EF8451

The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature	DocuSigned by: Lynn Green 3A1D209EE5E84D7...
Print Name	**Lynn Green**
Title	**Co-Superintendent**
Telephone Number	**(360) 538-2038**
E-Mail Address	lgreen@asd5.org

Certificate Of Completion

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markv@wsac.wa.gov
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Signer Events	Signature	Timestamp
Lynn Green lgreen@asd5.org Superintendent Security Level: Email, Account Authentication (None)	DocuSigned by: Lynn Green 3A1B209EE5E84D7... Signature Adoption: Pre-selected Style Using IP Address: 168.99.151.35	Sent: 8/24/2026 7:00:15 AM Viewed: 8/24/2026 11:12:34 AM Signed: 8/24/2026 11:12:51 AM
Electronic Record and Signature Disclosure: Accepted: 8/29/2024 1:25:15 PM ID: cf7b5f9a-3ba0-4a74-84bf-cd489414d5dd		
Feather Wagner featherw@wsac.wa.gov Security Level: Email, Account Authentication (None)		Sent: 8/24/2026 11:12:53 AM
Electronic Record and Signature Disclosure: Accepted: 8/24/2026 10:28:24 AM ID: 22731b65-b00e-4199-9653-bd2929458d10		
Cara Patrick CaraP@wsac.wa.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 8/17/2026 2:09:37 PM ID: 8cbce638-7205-4b83-bf37-8f21f545cb2c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Washington Student Achievement Council (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Washington Student Achievement Council:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: davidm@wsac.wa.gov

To advise Carahsoft OBO Washington Student Achievement Council of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at davidm@wsac.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Washington Student Achievement Council

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to davidm@wsac.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Washington Student Achievement Council

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to davidm@wsac.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Washington Student Achievement Council as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Washington Student Achievement Council during the course of your relationship with Carahsoft OBO Washington Student Achievement Council.

ITINERANT TEACHER SERVICES AGREEMENT

between

Aberdeen School District
(Hereinafter referred to as the District)

and

Washington State School for the Blind
(Hereinafter referred to as WSSB)

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

1.0 RESPONSIBILITIES OF WSSB

1.1 Provide an Itinerant Teacher of Blind/Low Vision Learners for on-site consultation and/or direct services for District Blind/ Low Vision student(s) during the 2026-2027 school year.

1.2 The Itinerant Teacher shall be housed out of WSSB with access to WSSB materials, phones, and equipment. District Blind/ Low Vision student will have reasonable access to said equipment and materials for educational purposes on a temporary basis when those materials cannot be accessed through the Ogden Resource Center (ORC).

1.3 It will be the responsibility of WSSB to assign an Itinerant Teacher who will coordinate specific service dates and times with the District.

1.4 The Itinerant Teacher shall provide training and technical assistance to District school personnel in regard to educational programming for the Blind/ Low Vision student.

1.5 The Itinerant Teacher will provide assistance in developing student's IEP.

1.6 The Itinerant Teacher will maintain a record of the interventions and/or time spent with child and/or staff.

1.7 Clerical assistance will be provided by WSSB.

1.8 The Itinerant Teacher will have direct access to all teachers at WSSB to assist with consultation of LEA's student.

1.9 WSSB warrants that all staff members working directly with children have been fingerprinted, background checked and cleared with both Washington State Patrol (WSP) and the Federal Bureau of Investigation (FBI).

1.10 WSSB warrants that all staff members working directly within the District, or have association with the District, may have access to confidential and sensitive information regarding a child, family, or staff member. WSSB staff will comply with all Family Educational Rights and Privacy Act (FERPA). This federal law prohibits information from a student's educational record being released without prior written parent permission.

2.0 RESPONSIBILITIES OF THE DISTRICT

2.1 District agrees to pay WSSB as follows:

$20,520.00 for setup of services, staffing, and access to up to 2.25 days per month of Itinerant Teacher (Direct Service, Prep/Telephone Time, and Travel Time). The district is responsible for the full amount, regardless of the number of days utilized.

Service to the District will begin in August 2026 and continue through the end of the 2026-2027 school year. Service is provided at the daily rate of $960.00. This rate includes a 9% administrative fee.

2.2 $20,520.00 will be made in **three installments** according to the following chart:

Service Dates	Bill and Due
August, September, October, November,	December 2026
December, January, February, March	April 2027
April, May, June	July 2027

2.3 District staff will comply with all Family Educational Rights and Privacy Act (FERPA) as well as Health Information Portability and Accountability Act (HIPAA). These federal laws prohibits information from a child's educational record(s), including medical, being released without prior written parent permission.

3.0 ASSIGNMENT

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

4.0 TERMINATION

4.1 If either party fails to comply with the terms and conditions of this Agreement, the other party, upon 30 days prior written notice to the breaching party, may terminate this Agreement.

4.2 WSSB shall have the right to terminate this Agreement for convenience upon 30 days prior written notice.

4.3 WSSB shall have the right to terminate this Agreement in the event that funding becomes unavailable upon 30 days prior written notice.

5.0 LIABILITY

It is further understood that each party hereto accepts responsibility for claims, losses, defense, and expenses attributable to any act or permission on the part of itself, its employees, and agents arising from the performance under this contract.

6.0 INDEMNIFICATION

WSSB agrees to indemnify and hold harmless the District, its officers, agents and employees from any and all claims and losses resulting from WSSB's performance of this contract, and from any and all claims and losses resulting to any person who may be injured or damaged by the negligent actions and/or conduct of the employees or agents of WSSB.

The District agrees to indemnify and hold harmless WSSB, its officers, agents and employees from any and all claims and losses resulting from the District's performance of this contract, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the District.

7.0 AMENDMENTS

In the event the legislature modifies funding impacting contract costs, the parties may re-negotiate fees and modify or amend this Agreement with mutual consent of both parties.

8.0 WHOLE AGREEMENT

The parties acknowledge that they have read and understand this Agreement, including any supplements, attachments and Addendums thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement. This agreement may be modified or amended with the mutual consent of the parties.

9.0 APPLICABLE LAW

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

10.0 CHANGE IN CIRCUMSTANCE

The parties acknowledge that both planned and unforeseen circumstances may prevent the provision of all the services anticipated by this Agreement. The parties acknowledge, by way of example, that an instructor may become unexpectedly ill and unable to provide the service. In such instances, best efforts shall be made to provide advance notice of circumstances where replacement services are not reasonably possible. In the event of an extended absence of a service provider and an inability to reasonably provide replacement services; the parties may re-negotiate fees and modify or amend this Agreement with mutual consent of both parties.

11.0 WAIVER AND SEVERABILITY

No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other 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 this Agreement are declared severable.

12.0 FORCE MAJEURE

Neither party will be liable for failure or delay to perform obligations under this Agreement, which become practicably impossible because of circumstances that were unforeseeable and beyond the reasonable control of the applicable party. Such circumstances include, but are not limited to, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; and national or regional emergencies. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than ten (10) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All performance dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations, services and deliverable for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

13.0 CRIMINAL RECORDS CHECK

In accordance with RCW 28A.400.303, in the event that WSSB or its employees, agents, or contractors will have regularly scheduled unsupervised access to children, the employee, agent, or contractor will be required to undergo a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-.834, RCW 10.97.030, and RCW 10.97.050, and through the Federal Bureau of Investigation. The record check will include a fingerprint check using a complete Washington State criminal identification fingerprint card. This record check will occur before the individual is allowed access to District property and/or facilities where unsupervised access to children could occur. If the individual has undergone a record check meeting the requirements of RCW 28A.400.303 and this subsection within the previous two (2) years, the background check requirement may be waived. The District will not be responsible for any costs associated with the record check.

14.0 CRIMES AGAINST CHILDREN

In accordance with RCW 28A.400.330, employees, agents, and contractors of WSSB are prohibited from working at a District school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of the crimes identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the District immediately terminating the contract.

15.0 COUNTERPARTS

This contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this contract.

16.0 ELECTRONIC SIGNATURES

An electronic signature or electronic record of this contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this contract or such other ancillary agreement for all purposes.

17.0 EFFECTIVE DATE AND DURATION

This Agreement shall commence August 2026 and shall terminate June 2027.

IN WITNESS WHEREOF, WSSB and the District have executed this Agreement.

Aberdeen School District	**Washington State School for the Blind**
Elyssa Lundubrek	Pam Parker (Jun 17, 2026 15:32:10 PDT)
Superintendent or Designee	Superintendent or Designee
Date 08/26/2026	Date 06/17/2026

Washington State School for the Blind complies with all state and federal rules and regulations and does not discriminate in employment or in client services because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. A copy of WSSB's nondiscrimination policy is available upon request.

27.024 Aberdeen School District- TBLVL Agreement

Final Audit Report 2026-08-26

Created:	2026-06-17
By:	Kayla Adams (Kayla.Adams@wssb.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvVbuvjHEZz3Awc6ii5pyY4bLvnmZmUJ4

"27.024 Aberdeen School District- TBLVL Agreement" History

Document created by Kayla Adams (Kayla.Adams@wssb.wa.gov)
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Document emailed to Dee Anne Shaw (dshaw@asd5.org) for signature
2026-06-17 - 10:28:24 PM GMT

Document emailed to Pam Parker (pam.parker@wssb.wa.gov) for signature
2026-06-17 - 10:28:25 PM GMT

Email viewed by Pam Parker (pam.parker@wssb.wa.gov)
2026-06-17 - 10:31:44 PM GMT

Document e-signed by Pam Parker (pam.parker@wssb.wa.gov)
Signature Date: 2026-06-17 - 10:32:10 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Email viewed by Dee Anne Shaw (dshaw@asd5.org)
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Document signing delegated to Elyssa Louderback (elouderback@asd5.org) by Dee Anne Shaw (dshaw@asd5.org)
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2026-08-05 - 2:51:53 AM GMT

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Document e-signed by Elyssa Louderback (elouderback@asd5.org)
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Agreement completed.
2026-08-26 - 6:30:30 PM GMT

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CONTRACT FOR PERSONAL SERVICES
BETWEEN
ABERDEEN SCHOOL DISTRICT #5
(hereinafter referred to as ASD #5)
216 North "G" Street
Aberdeen, WA 98520
And:

Molly Leithold
(hereinafter referred to as Consultant)

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

I. DUTIES OF CONSULTANT

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

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

Provide additional support to the ECEAP program.

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

- Coaching Support – providing coaching support to direct service and subcontractor classroom staff on EARLY Achievers;
- Coordinate all EARLY Achievers-related requirements.

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

September 1, 2026 – July 31, 2027

D. The contractor is responsible for the costs of the place of business from which the service is performed.

II. DUTIES OF ASD #5

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

A. Consultant shall be compensated so that the total of the contract shall not exceed $7,500.

Payment shall be made within a reasonable period following termination of this agreement and upon Consultant's compliance with the terms and conditions of this agreement.

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

1. Submission of detailed invoices which support the performance which has been rendered for which payment is requested, and

2. Performance to the satisfaction of Superintendent's designee: PROVIDED, that approval shall not be unreasonably withheld.

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

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

III. PROHIBITION AGAINST ASSIGNMENT

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

IV. OWNERSHIP OR WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

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

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

V. INDEPENDENT CONTRACTOR STATUS OF CONSULTANT

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

VI. INDEMNIFICATION

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

VII. TERMINATI0N

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

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

VIII. VERBAL AGREEMENT

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

IX. APPLICABLE LAW

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

X. NON-DISCRIMINATION

No person shall, on the ground of race, creed, color, national origin, mental/physical/sensory handicap, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

XI. CONFLICT OF INTEREST

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

XII. EFFECTIVE DATE-DURATION

This Agreement shall commence on the 1st day of September, 2026. This agreement shall terminate at midnight on the last day of July, 2027, with the sole exception of Sections IV (Ownership of Work Products and Restriction Against Dissemination) and VI (Indemnification) which shall continue to bind the parties, their heirs and successors.

XIII. FEDERAL BACKUP WITHHOLDING INFORMATION

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

IN WITNESS THEREOF, ASD #5 and Consultant have executed this Agreement consisting of 4 pages.

XIV. CERTIFICATION REGARDING DEBARMENT, SUPERVISION AND ELIGIBILITY

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

CONSULTANT

The undersigned certifies that he/she is the person duly qualified and authorized to bind the Consultant so identified to the foregoing Agreement and under penalty of perjury, certifies the Social Security Number or Federal Identification Number provided is Correct.

Signed this _____ day of _____, _____.

_____
Consultant Signature

_____
Social Security Number or Federal ID#

Are you incorporated?

Yes _____ No _____

ABERDEEN SCHOOL DISTRICT #5

_____
Signature of Superintendent

Signed this _____day of _____, _____.

CONTRACT FOR PERSONAL SERVICES
BETWEEN
ABERDEEN SCHOOL DISTRICT #5
(hereinafter referred to as ASD #5)
216 North "G" Street
Aberdeen, WA 98520

And:

Dr. Trinity Parris
(hereinafter referred to as Consultant)

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

I. DUTIES OF CONSULTANT

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

- The consultant shall provide the following services for the 2026-2027 school year:
  - Athletic training
  - Concussion evaluation and return to play

- In order to accomplish the general objectives(s) of this agreement, Consultant shall perform the following specific duties:
  - Athletic training for the following athletic events
    - Home and away football games
    - Home boys' and girls' soccer matches
  - Concussion evaluation, parent contact and student return to play
  - Athlete pre game sports medicine services
  - Prepare annual order of medical supplies for AD to order
  - Distribute medical supplies to various team coaches
  - On call as needed for student injury assessment with parent permission
  - Other duties as mutually agreed upon via contract addendum between contractor and ASD #5

- The time schedule for completion of Consultant's duties shall be as follows:
  September 1, 2026 through August 31, 2027

- The contractor shall be responsible for:
  - Certificate of Liability Insurance in the amount of $1,000,000 naming the Aberdeen School District as the Certificate Holder.
  - Formal Physical Therapy services due to a referral specifically for physical therapy (MD, DO, ARNP, PA-C, DC) will not be billed to the school district.
  - All costs associated with the place of business when services are performed at the Doctor's clinic for items associated with the duties of this contract.
  - Criminal background check for employees working with students of ASD as part of this agreement.
  - Vaccination status on file with the HR department of ASD pursuant to state regulations.
  - Maintaining all professional licenses and certifications in order to carry out the duties of this position.

II. DUTIES OF ASD #5

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

A. Consultant shall be compensated in the following amount: $ 12,625 dollars.

1. Payment shall be made within a reasonable period following termination of this agreement and upon Consultant's compliance with the terms and conditions of this agreement.
2. Progress payments shall be made, in the following amounts, upon the dates specified and in return for the partial performance, all as set forth as follows:

Number of Payments	Date	Amount
12	Last business day of month	1/12 of contract

B. All payments of compensation and expenses to consultant shall be conditioned upon Consultant's:
   1. Submission of detailed vouchers which support the performance which has been rendered or pre-approved expenses incurred, for which payment is requested; and
   2. Performance to the satisfaction of Superintendent's designee: PROVIDED, that approval shall not be unreasonably withheld.

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

D. Expenses directly related to travel for away league events will be reimbursed by the district in accordance with district policy and procedure 6213. Expenses related to travel for non-league events will be reimbursed by the ASB upon their approval of travel for the team.

III. PROHIBITION AGAINST ASSIGNMENT

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

IV. OWNERSHIP OR WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

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

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

V. INDEPENDENT CONTRACTOR STATUS OF CONSULTANT

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

VI. INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Consultant's or its employee's(') or agent's(') performance or failure to perform duties pursuant to this agreement, shall be the Consultant's sole obligation and the Consultant shall indemnify and hold harmless the Superintendent and ASD #5 in full for any and all such acts or failures to act on the part of Consultant or its employee(s) or agent(s).

VII. TERMINATI0N

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

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

VIII. VERBAL AGREEMENT

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

IX. APPLICABLE LAW

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

X. NON-DISCRIMINATION

No person shall, discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated your groups. No student shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

XI. EFFECTIVE DATE-DURATION

This Agreement shall commence on the 1st day of September 2026. This agreement shall terminate at midnight on the last day of August 2027 with the sole exception of Sections IV (Ownership of Work Products and Restriction Against Dissemination) and VI (Indemnification) which shall continue to bind the parties, their heirs and successors.

XII. FEDERAL BACKUP WITHHOLDING INFORMATION

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

IN WITNESS THEREOF, ASD #5 and Consultant have executed this Agreement consisting of 4 pages.

XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION, SUPERVISION AND ELIGIBILITY

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

CONSULTANT

The undersigned certifies that he/she is the person duly qualified and authorized to bind the Consultant so identified to the foregoing Agreement and under penalty of perjury, certifies the Social Security Number or Federal Identification Number provided is Correct.

_____ _____
Consultant Signature Date

_____
Social Security Number or Federal ID#

Are you incorporated?
Yes _____ No _____

_____ _____
Aberdeen School District Superintendent/Designee Date

Qty	Description	Manufacturer	Model #	Color or Detail	Condition (New, Good, Fair, Poor)	Administrator	Building	Date added to list	Notes
1	grey 4 drawer filing cabinet	n/a	n/a	grey	fair	Griebel	HLC	7/1/26	
2	light tan. 4 drawer filing cabinet	n/a	n/a	tan	fair	Griebel	HLC	7/1/26	
1	medium tan, 4 drawer filing cabinet	n/a	n/a	tan	fair	Griebel	HLC	7/1/26	
1	dark tan, 4 drawer filing cabinet	n/a	n/a	tan	fair	Griebel	HLC	7/1/26	
1	dark wood computer/office desk with shelf unit			cherry wood color	fair	Stotler	Stewart	7/6/26	
1	dark wood file cabinet (2 drawer)			cherry wood color	fair	Stotler	Stewart	7/6/26	
1	Commercial Ice Machine (serial # 310358295)	Manitowoc	UD0310A-161B	Gray	Poor	Farmer	Stewart	7/8/26	
1	4 drawer file metal file cabinet			brown	good	Stotler	Stewart	7/21/26	
1	coffee table			brown	poor	Lamont	District, rm 4	8/4/26	
1	wooden chair			brown	poor	Lamont	District, rm 4	8/4/26	
2	student desks			gray, baige	poor	Lamont	District, rm 4	8/4/26	
1	rolling desk chair			black	poor	Lamont	District, rm 4	8/4/26	
1	rolling desk			brown	fair	Lamont	District, rm 4	8/4/26	
1	large desk			gray	fair	Lamont	District, rm 4	8/4/26	
1	2 student privacy study carral			orange	fair	Melville	McD	8/17/26	
1	round brown table	n/a	n/a	brown/wood	fair	Stotler	Stewart	8/19/26	
1	Teacher desk			tan	fair	Olson	R.G.	8/21/26	
4	Rectangular tables			2 brick, 2 tan	2 poor, 2 fair	Olson	R.G.	8/21/26	
1	Round Table			tan	fair	Olson	R.G.	8/21/26	
1	File cabinet			cream	poor	Olson	R.G.	8/21/26	
3	PK half doors			wood	good	Olson	R.G.	8/21/26	
1	Rolling chair			red	poor	Olson	R.G.	8/21/26	
1	small white board/chalk easel			wood	good	Olson	R.G.	8/21/26	
2	Honeywell air purifiers	Honeywell	HPA300	black	good	Olson	R.G.	8/21/26	
1	Student Table			wood	fair	Melville	McD	8/21/26	
1	CD player			silver	fair	Olson	R.G.	8/21/26	
1	Monitor	Dell		black	good	Olson	R.G.	8/21/26	
1	Box of 2nd grade Science Curriculum (old)				fair	Olson	R.G.	8/21/26	
1	Box of Math curriculum (old)				fair	Olson	R.G.	8/21/26	
1	Touch Math				fair	Olson	R.G.	8/21/26	
1	Old Math manipulatives				fair	Olson	R.G.	8/21/26	
3	Rolling/standing white board/chalk easels (large)			white/chalk	good	Olson	R.G.	8/21/26	
1	Small vertical shelf			tan	poor	Olson	R.G.	8/21/26	
1	PK store front/coat hanger			wood/green	fair	Olson	R.G.	8/21/26	
1	Wooden kitchen set (PK)				poor	Olson	R.G.	8/21/26	
1	Large teacher desk			Tan	fair	O'Neill	A.J. West	8/21/26	
1	projector screen			black/white	okay	Erwin	CP	8/24/26	located in the annex
1	purple countertop			purple	okay	Erwin	CP	8/24/26	located in the main building across from 2nd grade

CERTIFICATED

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

Name	Location	Position	Effective Date
Kris Bitar	Harbor Learning Center	ASP Open Doors SpEd Teacher	09/08/26

TERMINATION: We recommend the Board approve the following certificated termination:

Name	Location	Position	Effective Date
Jenna Doll	Robert Gray Elementary	Preschool Teacher	08/27/26

Certificated Substitute Resignation:
Lana Clay, effective August 8, 2026

CLASSIFIED

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

Name	Location	Position	Effective Date
Teal Mitby	District	ECEAP Family Service Worker	08/27/26
Shyylah Pratt	District	ECEAP Family Service Worker .6 FTE	08/27/26
David Bennett	Harbor Learning Center	ASP GHA MTSS/Paraeducator	09/08/26
Emma-Leigh Wimberley	Harbor Learning Center	ASP Open Doors MTSS/Paraeducator	09/08/26
Joseph Butler	Central Park Elementary	SpEd Paraeducator	09/02/26
Rylee Greene	Central Park Elementary	SpEd Paraeducator – CYO	09/02/26
Savannah Morrow	Central Park Elementary	SpEd Paraeducator	09/02/26
Jewel Rolfe	Central Park Elementary	SpEd Paraeducator – CYO	09/02/26
Lorretta Jordan	Stevens Elementary	Preschool Paraeducator	09/02/26

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

Name	Position:	Location To:	Location From:	Effective Date
Sara Denny	Food Service Worker	Stevens Elementary	Miller Jr. High	09/02/26

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

Name	Location	Position	Effective Date
Karla Guzman	Stevens Elementary	MTSS Assistant – Bilingual	08/26/26

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

Name	Location	Position	Effective Date
Terri Goodrich	Aberdeen High School	Food Service Worker	08/31/26

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

Name	Location	Position	Effective Date
Jacob Prater	Aberdeen High School	Assistant Football Coach	08/21/26
Alex White	Miller Jr. High	Assistant Wrestling Coach	10/26/26

EXTRA-CURRICULAR RESIGNATION: We recommend the Board approve the following extra-curricular resignation:

Name	Location	Position	Effective Date
Lindsey Scott	Miller Jr. High	Head Boys' Soccer Coach	08/27/26

Classified Substitute Hire:
Bari Boswell