

**INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

AND

NORTHWEST EDUCATIONAL SERVICE DISTRICT 189**

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Washington State Board for Community and Technical Colleges, P.O. Box 42495, Olympia, WA 98504-2495, hereinafter referred to as “SBCTC,” and Northwest Educational Service District 189, 1601 R Avenue, Anacortes, WA 98221, hereinafter referred to as “NWESD.”

IT IS THE PURPOSE OF THIS AGREEMENT satisfy the legislature order Engrossed Substitute Senate Bill 5187 ([ESSB 5187](#)). In May 2025, the Washington legislature funded a CTE Dual Credit proviso (2SHB 1273) for the state board to administer a pilot program to increase career and technical education dual credit participation and credential attainment in professional technical programs. The pilot program must be a continuation of the pilot program established in section 601(47)(a), chapter 376, Laws of 2024. This pilot program may fund community and technical colleges, public high schools, and skill centers participating in a pilot program and may use grant funding to (a) Develop a comprehensive catalog of dual credit courses and programs offered to students enrolled in public high schools; (b) Align career and technical education dual credit programs with postsecondary credential pathways and apprenticeships leading to in-demand career fields; (c) Provide technical assistance to public high schools and institutions of higher education to improve the accuracy and speed of awarding dual credits and updating transcripts; and (d) Provide professional development for staff of public high schools and institutions of higher education to develop, align, and articulate dual credit courses.

THEREFORE, IT IS MUTUALLY AGREED THAT: The legislative proviso establishes SBCTC as the authorized agency to guide this work, ensuring stakeholder engagement and project deliverables. NWESD has agreed to enter into an interagency agreement with SBCTC to serve in a project management capacity to support key elements of the CTE Dual Credit Proviso. These specific responsibilities will be documented through a formal process and affirmed by both agencies.

STATEMENT OF WORK

NWESD shall perform the activities set forth in Attachment “A” and shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment “A” attached hereto and incorporated herein.

Attachment “B”, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this agreement, the nature of the working relationship between SBCTC and NWESD, and specific obligations of both parties.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2026, and be completed on or before June 30, 2027, unless terminated sooner as provided herein.

PAYMENT

The parties have determined that the cost of accomplishing the work herein will not exceed one hundred twenty thousand dollars (\$120,000). Compensation for service(s) shall be paid upon completion of work as outlined in Attachment “A” and is contingent upon acceptance of relevant work products and approval of vouchers by the SBCTC. Funding for this agreement is provided from state funds.

BILLING PROCEDURE

NWESD shall submit properly completed invoices in accordance with the deadlines stated in Attachment “A” to EduContracts@sbctc.edu. Payment to NWESD for approved and completed work will be made by warrant or account transfer by the SBCTC within 30 days of receipt and approval of the invoice.

Upon expiration of the Agreement, any claim or payment not already made shall be submitted within 30 days after the expiration date or July 10, 2027, whichever is earlier. The final invoice shall certify NWESD has completed all requirements of this Agreement.

DUPLICATION OF BILLED COSTS

NWESD shall not bill SBCTC for services performed under this agreement, and SBCTC shall not pay NWESD, if NWESD is entitled to payment or has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, SBCTC may:

- a. Terminate this Agreement with 10 days advance notice. If this Agreement is terminated, 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 termination.

- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the parties mutually agree to writing.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or amend.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The program manager for NWESD is:

NWESD 189
Sinead Plagge
1601 R Avenue
Anacortes, WA 98221-2276
Telephone: 360-299-4029
Email: splagge@nwesd.org

The program manager for SBCTC is:

SBCTC
Dr. William Belden
PO Box 42495
Olympia, WA 98504
Telephone: 360-704-4359
Email: wbelden@sbctc.edu

NON-COMPLIANCE

If NWESD claims and is reimbursed for costs under a cost reimbursement agreement which the SBCTC later finds were (a) claimed in error or (b) not allowable costs under the terms of the agreement, the SBCTC shall recover those costs and NWESD shall fully cooperate during the recovery.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes, and local laws, rules, and regulations;
- b. Statement of work;
- c. Exhibits and Appendices – listed separately, and
- d. Any other provisions of the Agreement, including materials incorporated by reference.

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions of the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Northwest Educational Service
District 189**

**State of Washington,
State Board for Community
and Technical Colleges**

Dr. Ismael Vivanco



Signature

Signature

6/10/2026

6/10/2026

Date

Date

Ismael Vivanco

Nate Humphrey

Print Name

Print Name

Superintendent

Executive Director

Title

Title

SBCTC

ATTACHMENT A
STATEMENT OF WORK
NWESD Statement of Work & Deliverables

The Washington State Board for Community and Technical Colleges (SBCTC) recognizes the value of building upon NWESD's demonstrated leadership in CTE Dual Credit coordination. SBCTC has contracted with NWESD 189 to provide targeted project management, facilitation, and technical assistance services to support the implementation of the CTE Dual Credit Expansion Pilot.

This work advances the development of **streamlined, equitable, and scalable dual credit systems** aligned to high-demand career pathways and informed by regional implementation and statewide policy needs. All activities will be carried out in alignment with SBCTC guidance, applicable laws and regulations, and in partnership with participating colleges, K–12 districts, and other key stakeholders.

1. Project Leadership, Coordination, and Management

- NWESD 189 will provide overall leadership and coordination to ensure successful implementation of the CTE Dual Credit Proviso. Responsibilities include:
- Developing and managing a comprehensive project work plan with defined goals, deliverables, timelines, and milestones
- Coordinating and aligning efforts across SBCTC, colleges, K–12 districts, and regional partners
- Convening cross-sector partners and facilitating structured meetings with clear agendas, documentation, and follow-up actions
- Maintaining thorough documentation of project progress, decisions, and stakeholder input
- Providing ongoing technical assistance to support implementation
- Participating in regular coordination with SBCTC to monitor progress and address emerging needs

Deliverables:

- Comprehensive project work plan
- Bi-Monthly coordination meetings with SBCTC and documentation of updates
- Workgroup coordination meetings (minimum monthly) to facilitate workplan and track progress
- Cross-sector convenings (minimum quarterly) with agendas, notes, and action steps
- Project documentation archive (decisions, tools, meeting materials)

2. Regional Articulation Process Implementation & Student Experience Improvement

- NWESD 189 will facilitate regional workgroups supporting continuous improvement and implementation of the CTE Dual Credit articulation process, with a focus on consistency

across regional institutions and a seamless student experience from course enrollment through credit transcription.

Process Workgroup:

- Support adoption and use of shared regional forms
- Coordinate implementation of a regional timeline for articulation requests, faculty review, and decision-making
- Establish recommendations for faculty review processes and timelines
- Collect stakeholder feedback on implementation and user experience
- Identify variation and implementation challenges across partners
- Recommend refinements to improve consistency, efficiency, and scalability

Deliverables:

- Finalized regional articulation forms
- Published regional articulation timeline
- Recommended faculty review expectations and communication protocols
- Implementation guidance toolkit
- Documentation of college and district process alignment

Advising and Outreach Workgroup: Student Experience Improvement

- Support development of aligned tools and guidance for:
 - Students and families
 - Counselors and advisors
 - College outreach and enrollment staff
- Collaborate with partners to improve:
 - Application and registration workflows
 - Credit transcription and reporting processes
 - Communication of timelines and requirements
- Support alignment during the transition from SERS to ctcLink, where applicable
- Collect stakeholder feedback on implementation and user experience
- Identify variation and implementation challenges across partners
- Recommend refinements to improve consistency, efficiency, and scalability

Deliverables:

- Summary of identified barriers and system breakdowns
- Shared student/advisor process guides

3. Pathway Development and Targeted Expansion

- NWESD 189 will support development and expansion of high-quality, pathway-aligned dual credit opportunities. This includes:
 - Supporting pathway development in high-demand sectors such as Cybersecurity, Manufacturing, and Welding
 - Coordinate Communities of Practice (CoPs) to strengthen instructional alignment and support scalable dual credit pathways in these sectors

- Conducting curriculum crosswalks to identify alignment opportunities
- Assisting partners in aligning coursework to industry-recognized credentials and postsecondary programs
- Identifying gaps and opportunities for expansion across districts, colleges, and career clusters
- Supporting intentional pathway design that leads to credential attainment and postsecondary transition

Deliverables:

- Facilitating pathway-focused CoPs in high-demand sectors (e.g., Manufacturing/Welding, Cybersecurity)
- At least 3 convenings per Community of Practice
- Engaging high school teachers and college faculty in structured collaboration
- Supporting alignment with industry standards and workforce needs
- Clock hours made available for K-12 professional development
- At least 3 convenings per Community of Practice
- Development of shared instructional tools, examples may include:
 - Curriculum crosswalks
 - Course alignment tools
 - Dual Credit Course Alignment Rubrics
 - Sample syllabi and assignments
- Community of Practice event summaries documenting lessons learned and scalable practices

4. Advising, Outreach, and Resource Development

- NWESD 189 will coordinate regional efforts to improve awareness, access, and navigation of CTE Dual Credit opportunities. This includes:
- Developing and maintaining shared advising tools and resources, including:
 - Student and family guides
 - Program pathway maps for selected pathways
 - Communication materials
- Providing training for counselors, advisors, and educators on:
 - Dual credit processes (application, registration, articulation, transcription)
 - Effective dual credit advising strategies
- Supporting coordinated regional messaging and communication timelines
- Partnering with colleges and districts to support outreach and family engagement efforts
- Curating and sharing a digital toolkit of advising and professional development resources

Deliverables:

- Shared student/advisor process guides
- Shared Program pathway maps

- Communication templates and materials
- Training opportunities for dual credit processes and advising strategies
- ctcLink/SERS transition guidance resources

5. Data Systems, Database Maintenance, and Gap Analysis

- NWESD 189 will maintain and expand the regional CTE Dual Credit Course Database and strengthen data-informed decision-making. This includes:
 - Coordinating with partners to collect and validate current articulation data
 - Ensuring use of standardized data structures for consistency and scalability
 - Establishing processes for ongoing data updates and quality control
 - Providing technical support for database use and maintenance
 - Analyzing data to identify:
 - Gaps in articulation coverage
 - Opportunities for pathway expansion
 - Trends across the NW region
 - Equity considerations in access and participation
- Exploring opportunities to connect articulation data with broader student data systems (e.g., enrollment, registration, transcription, outcomes)

Deliverables:

- Updated and validated regional articulation database
- Established data governance processes, including:
 - Institutional points of contact
 - Biannual data review cycle
 - Data submission/update protocols
- Database user guidance and technical support materials

6. Legislative Reporting

- NWESD 189 will support evaluation and policy development to inform statewide improvements to CTE Dual Credit. This includes:
 - Reporting key outcomes related to courses, participation, and credit attainment
 - Supporting partners in data entry, validation, and reporting practices
 - Requesting college reports on enrollment, performance, transcription, and credit utilization
 - Identifying system-level challenges and opportunities for improvement
 - Contributing data and narrative to SBCTC legislative reporting
 - With SBCTC's lead, collaborating with OSPI, colleges, and K–12 partners to co-develop a clear, shared statewide definition and purpose of CTE Dual Credit
 - Developing regional findings and recommendations to inform statewide policy, including:
 - Articulation criteria and expectations
 - Roles and responsibilities
 - Timeline alignment
 - Grading and credit standards

- Data systems and reporting improvements
- Quality assurance and program oversight

Deliverables:

- Documentation of system challenges and implementation lessons learned
- Contribution to SBCTC legislative reporting, including:
 - Data summaries
 - Narrative insights
 - Regional case examples
- Policy recommendation brief

INVOICING DEADLINES

NWESD may invoice as often as quarterly, but not less than the deadlines listed below:

For work completed in:	Invoice no later than:
July – December 2026	January 31, 2027
January – June 2027	July 7, 2027

**ATTACHMENT B -
GENERAL TERMS AND CONDITIONS**

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "SBCTC" shall mean the (State Board for Community and Technical Colleges) of the State of Washington, any division, section, office, unit or other entity of SBCTC, or any of the officers or other officials lawfully representing that SBCTC.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ACCESS TO DATA

In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this contract to SBCTC, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

ACCESSIBILITY

CONTRACTOR remains committed to ensuring its products are accessible to users with disabilities. CONTRACTOR strives for WCAG 2.1 Level A/AA and Section 508 conformance. Regular testing (both internal and by a third party) is conducted to identify conformance issues, with processes in place for timely remediation of accessibility issues that are identified.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by SBCTC.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent from SBCTC.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning SBCTC, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of SBCTC, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, SBCTC may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, SBCTC shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of SBCTC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

In alignment with the [SBCTC Copyright and Licensing Policy](#), materials created under this contract are released under the [Creative Commons Attribution \(CC BY\) 4.0 license](#) or any later version, designating them as Open Educational Resources (OER).

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by SBCTC. SBCTC shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to SBCTC effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to SBCTC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and

represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to SBCTC.

The CONTRACTOR shall exert all reasonable effort to advise SBCTC, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

SBCTC shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. SBCTC shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

SBCTC shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DEBARMENT AND SUSPENSION

The CONTRACTOR agrees that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension" and that the CONTRACTOR will not contract with a subcontractor that is debarred or suspended.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

SBCTC shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION

Both parties hereto agree to be responsible and assume liability for their own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Contractor does not warrant or assume liability for the interpretation or use of project data or results.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of SBCTC. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of SBCTC or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, SBCTC may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. SBCTC may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by SBCTC under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the

CONTRACTOR may be declared ineligible for further contracts with SBCTC. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

- a. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, AGENCY may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until SBCTC receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), SBCTC may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. SBCTC shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe SBCTC for default under this provision.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of SBCTC or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless SBCTC for any damages related to the CONTRACTOR'S unauthorized use of personal information.

PUBLICITY

The CONTRACTOR agrees to submit to SBCTC all advertising and publicity matters relating to this contract wherein SBCTC'S name is mentioned or language used from which the connection of SBCTC'S name may, in SBCTC'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of SBCTC.

RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by SBCTC, personnel duly authorized by SBCTC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to SBCTC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, SBCTC may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at SBCTC'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY

While on SBCTC premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of SBCTC. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of SBCTC or as provided by law.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

TERMINATION FOR CAUSE

In the event SBCTC determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, SBCTC has the right to suspend or terminate this contract. Before suspending or terminating the contract, SBCTC shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

SBCTC reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by SBCTC to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of SBCTC provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, SBCTC may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, SBCTC shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

Upon termination of this contract, SBCTC, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to SBCTC any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

SBCTC shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by SBCTC, and the amount agreed upon by the CONTRACTOR and SBCTC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by SBCTC, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of SBCTC. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. SBCTC may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect SBCTC against potential loss or liability.

The rights and remedies of SBCTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to SBCTC, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case SBCTC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to SBCTC and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to SBCTC;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which SBCTC has or may acquire an interest.

TREATMENT OF ASSETS

- A. Title to all property furnished by SBCTC shall remain in SBCTC. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in SBCTC upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in SBCTC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of

this contract, or (iii) reimbursement of the cost thereof by SBCTC in whole or in part, whichever first occurs.

- B. Any property of SBCTC furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by SBCTC, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of SBCTC that results from the negligence of the CONTRACTOR, or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any SBCTC property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify SBCTC and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to SBCTC all property of SBCTC prior to settlement upon completion, termination or cancellation of this contract
- F. All references to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

U.S. Department of Treasury, Office of Foreign Assets Control

SBCTC complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that SBCTC does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, SBCTC will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, SBCTC reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. SBCTC will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of SBCTC.

Certificate Of Completion

Envelope Id: FE0F0E84-EDDE-8B32-812D-260F07B523A6	Status: Completed
Subject: Complete with DocuSign: SBCTC CTE Dual Credit IAA	
Source Envelope:	
Document Pages: 18	Signatures: 2
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	SBCTC Education Contracts
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	educontracts@sbctc.edu
	IP Address: 136.226.56.108

Record Tracking

Status: Original	Holder: SBCTC Education Contracts	Location: DocuSign
6/4/2026 11:31:38 AM	educontracts@sbctc.edu	

Signer Events

Signer Events	Signature	Timestamp
Dr. Ismael Vivanco ivivanco@nwesd.org Superintendent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2607:fa78:1051:1004:1131:b248:d6f9:ba62	Sent: 6/4/2026 11:37:14 AM Resent: 6/8/2026 8:06:10 AM Resent: 6/9/2026 2:23:15 PM Resent: 6/10/2026 9:24:20 AM Resent: 6/10/2026 9:25:29 AM Viewed: 6/10/2026 10:42:09 AM Signed: 6/10/2026 10:42:16 AM

Electronic Record and Signature Disclosure:
Accepted: 1/30/2025 1:22:24 PM
ID: 73d92880-9e3a-4010-bdbd-223bc2c5c0ea

SBCTC Education Contracts educontracts@sbctc.edu Security Level: Email, Account Authentication (None)	SBCTC Signature Adoption: Pre-selected Style Using IP Address: 136.226.56.108	Sent: 6/10/2026 10:42:19 AM Viewed: 6/10/2026 10:51:45 AM Signed: 6/10/2026 10:51:53 AM
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Nate Humphrey nhumphrey@sbctc.edu Executive Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 136.226.54.84	Sent: 6/10/2026 10:51:55 AM Viewed: 6/10/2026 4:09:34 PM Signed: 6/10/2026 4:10:47 PM
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Electronic Record and Signature Disclosure:
Accepted: 9/16/2025 10:24:03 AM
ID: 5e330017-103a-46a5-8069-dd80c56adb2

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
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/4/2026 11:37:14 AM
Envelope Updated	Security Checked	6/8/2026 8:06:04 AM
Envelope Updated	Security Checked	6/8/2026 8:06:04 AM
Envelope Updated	Security Checked	6/8/2026 8:06:04 AM
Envelope Updated	Security Checked	6/8/2026 8:06:04 AM
Certified Delivered	Security Checked	6/10/2026 4:09:34 PM
Signing Complete	Security Checked	6/10/2026 4:10:47 PM
Completed	Security Checked	6/10/2026 4:10:47 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SBCTC: Washington State Board for Community & Technical Colleges (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 SBCTC: Washington State Board for Community & Technical Colleges:

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: molsson@sbctc.edu

To advise SBCTC: Washington State Board for Community & Technical Colleges 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 molsson@sbctc.edu 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 SBCTC: Washington State Board for Community & Technical Colleges

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 molsson@sbctc.edu 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 SBCTC: Washington State Board for Community & Technical Colleges

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 molsson@sbctc.edu 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 SBCTC: Washington State Board for Community & Technical Colleges 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 SBCTC: Washington State Board for Community & Technical Colleges during the course of your relationship with SBCTC: Washington State Board for Community & Technical Colleges.