

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

Regular Meeting of the Board of Directors
Aberdeen High School and via webinar

August 2, 2022, 6 p.m.

AGENDA

Instructions for joining the meeting:

https://asd5-org.zoom.us/webinar/register/WN_aV5G0KmPSM6-JwXAWfc-2Q

You will receive a confirmation email containing information about joining the webinar.

Join by phone: 1-253-215-8782; Meeting ID 892 9180 7949

6:00 p.m. Regular Meeting Call to Order

Flag Salute

Public Hearing [2022-2023 Budget](#)

Consent Agenda

1. Minutes
2. Gift to the District
3. Correspondence

Comments from Board Members

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 indicate the agenda item you wish to address. Please limit your comments to three minutes. Comment on all matters is welcome via email to schoolboard@asd5.org.

Old Business

Superintendent's Report

1. Maintenance / Facilities Update
2. Board Workshop
3. [NCERT Agreement](#)

Financial Services

1. [Stevens Change Order](#)

Board Meeting Agenda
August 2, 2022

New Business

1. [Walden Affiliation Agreement](#)
2. [True North 2022-2023 Agreement](#)
3. [2022-2023 Paper Bid](#)
4. Next Meeting

Executive Session / Closed Session

Personnel Matters

1. [Personnel Report](#)

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5
BOARD INFORMATION AND BACKGROUND

August 2, 2022, 6 p.m.

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Call to Order

Flag Salute

Public Hearing

1. Presentation by Executive Director of Business and Operations Shannon Ramsey.
2. Public Comment on the 2022-2023 Budget

Consent Agenda – [Enclosure 1](#)

1. Minutes – The minutes from the regular meeting on July 19, 2022, are enclosed for your review and approval.
2. Gift to the District – Brian Young of Aberdeen has donated a 2005 Chevrolet Trailblazer valued at \$1,308.00 for use in the Automotive Technology program.
3. Correspondence – The Transportation Department has received a letter of praise for outstanding bus maintenance and inspection results.

Comments from the Board

Comments from the Public

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

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

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

Old Business

Superintendent's Report

Board Information
August 2, 2022

1. Maintenance / Facilities Update – Superintendent Thake and Maintenance Manager Mike Pauley will provide an update on the various projects taking place in the district.
2. Board Workshop – The Board workshop for governance and policy review is scheduled for Tuesday, August 9. Time and location to be discussed.
3. NCERT Agreement – Superintendent Thake is recommending that the district enter into a professional development agreement with the National Center for Education, Research and Technology. [Enclosure 2](#)

Financial Services

1. Stevens Change Order – Work to repaint the exterior of Stevens Elementary School revealed rot in several places that needed to be prepared. A change order in the amount of \$41,620 is presented for your information. [Enclosure 3](#)

New Business

1. Walden Affiliation Agreement – An affiliation agreement with Walden University for a student teacher’s field experience education to take place in the district is presented for your review and approval. [Enclosure 4](#)
2. True North – Renewal of the interlocal agreement with Capital Region ESD 113 for Miller Junior High School to participate in the True North Student Assistance and Treatment program in 2022-2023 is presented for your review and approval. [Enclosure 5](#)
3. 2022-2023 Paper Bid – Three vendors submitted bids to provide paper in the district in 2022-2023. It is recommended that the award go to the low bidder, Aberdeen Office Equipment. [Enclosure 6](#)
4. Next Meeting – The next regular meeting of the Board is scheduled for 6 p.m. Tuesday, August 16, 2022, in the Community Room at Aberdeen High School and via webinar.

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 (b) and (g): To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price and to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

1. Personnel Report [Enclosure 7](#)

ADJOURN



2022-2023 Budget

Presented

by

Shannon Ramsey
Executive Director of Business and Operations



Considerations & Priorities

State and Federal Mandates/Requirements

Both funded and unfunded

Bargaining Agreements

Salaries/benefits, leave, supplemental pay, etc.

Increased Fuel and Supply Costs

Student Supports

Meeting ALL students needs academically and socially/emotionally

Staff Supports

Professional development, coaching, materials, etc.

Reinstating Elementary Music

Student Activities

Revenue Drivers and Sources

Student Enrollment

Primary Driver

Poverty Rate

Enhances meal rates (CEP),
Increased LAP and Title 1 funds

Specific Student Populations

Special Education, EL, Migrant, Indian
Education, Highly Capable, CTE, etc.

of Students Transported
& Miles Driven To/From School

Drives transportation funding

Local Taxes

EP&O Levy

State, Federal & Private Grants

Flow through and competitive



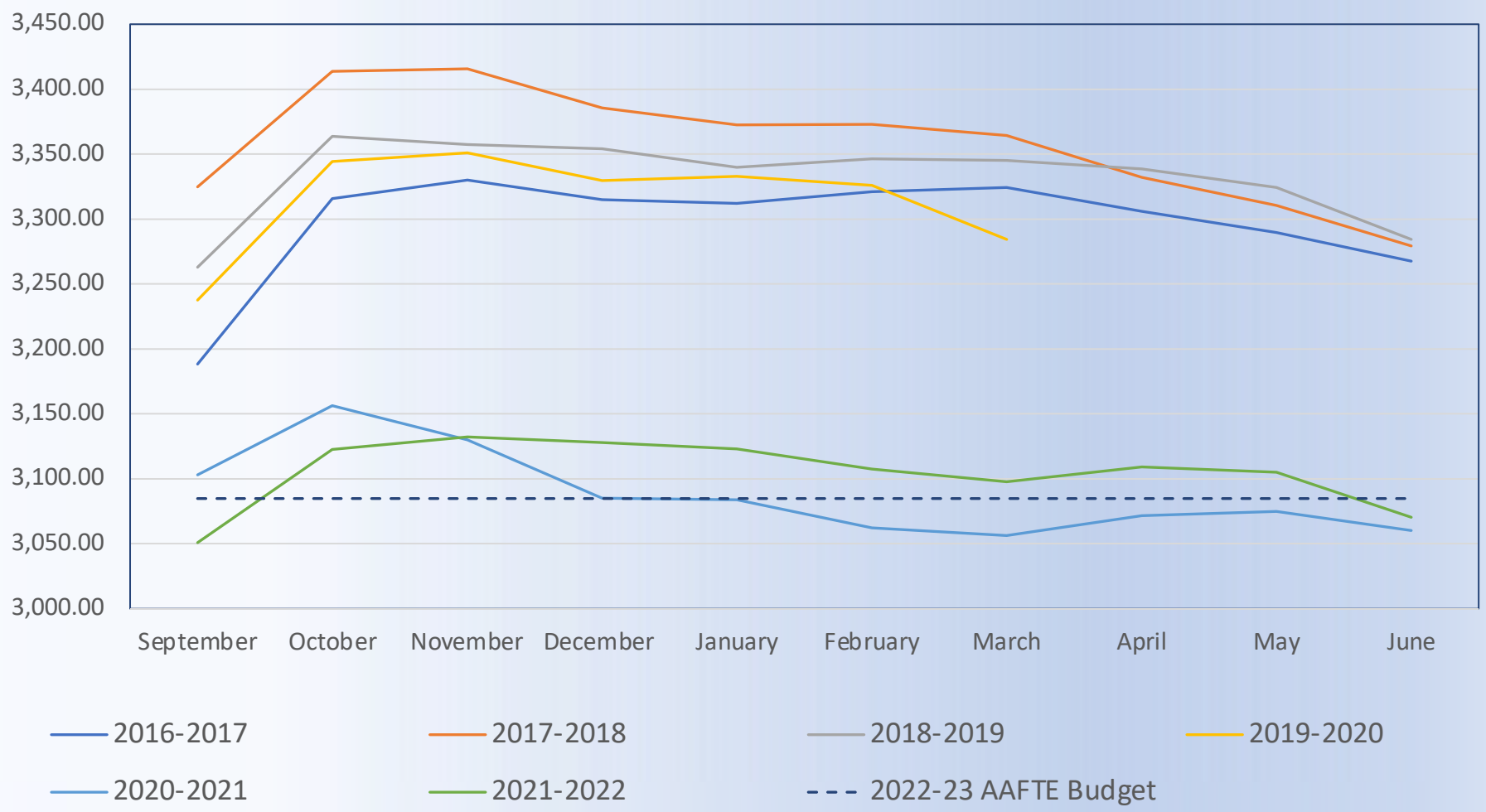
Aberdeen
School District

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Enrollment Projection

3085 AAFTE

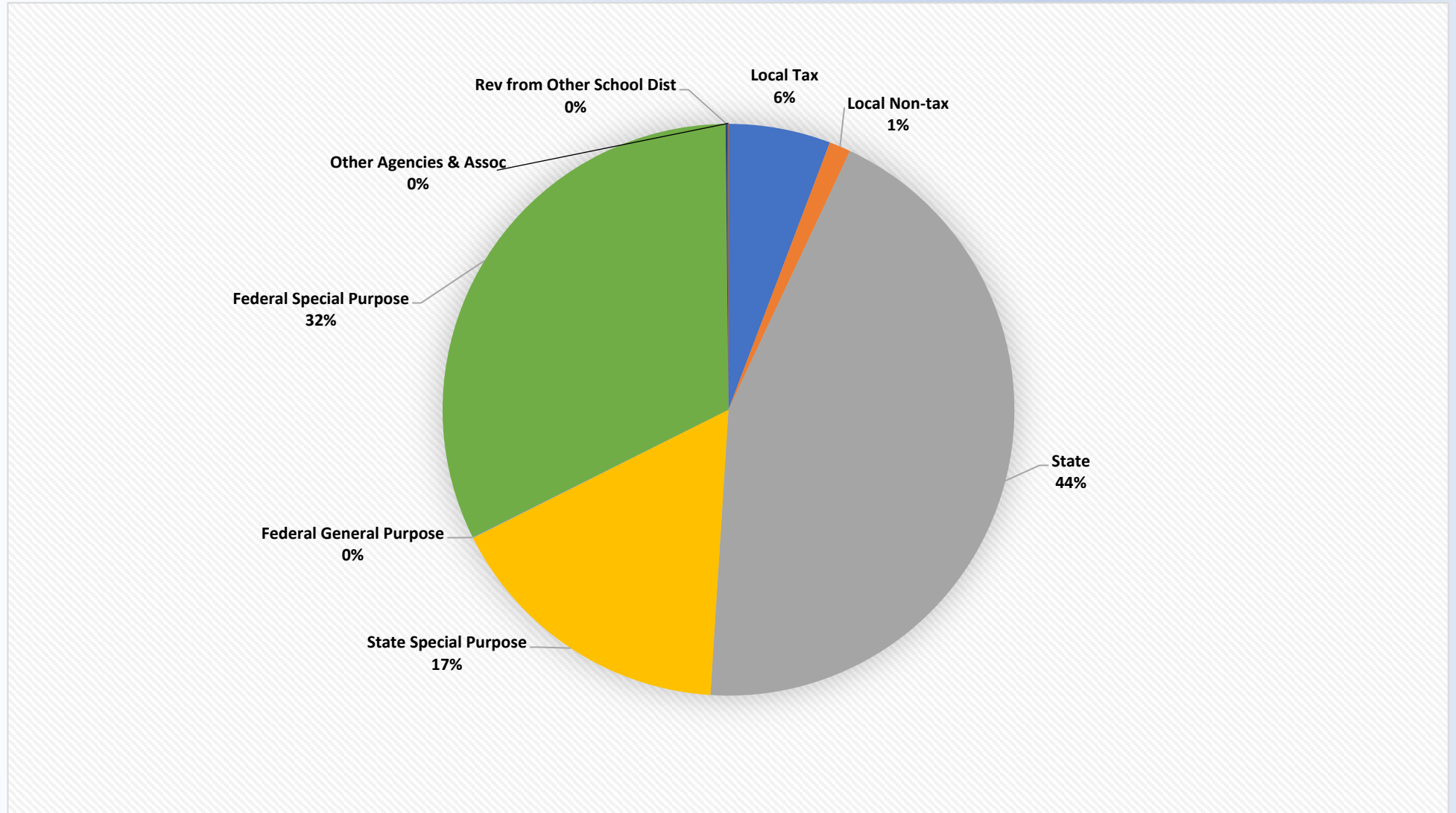


Anticipated Revenues

Source	Amount	Percent
Local Tax	\$4,171,638	5.77%
Local Non-tax	\$880,250	1.22%
State	\$31,813,386	44.02%
State Special Purpose	\$11,998,772	16.60%
Federal General Purpose	\$25,000	.04%
Federal Special Purpose	\$23,267,445	32.19%
Rev from Other School Dist	\$67,000	.09%
Other Agencies & Assoc	\$52,000	.07%
Total	\$72,275,491	100%



Anticipated Revenues

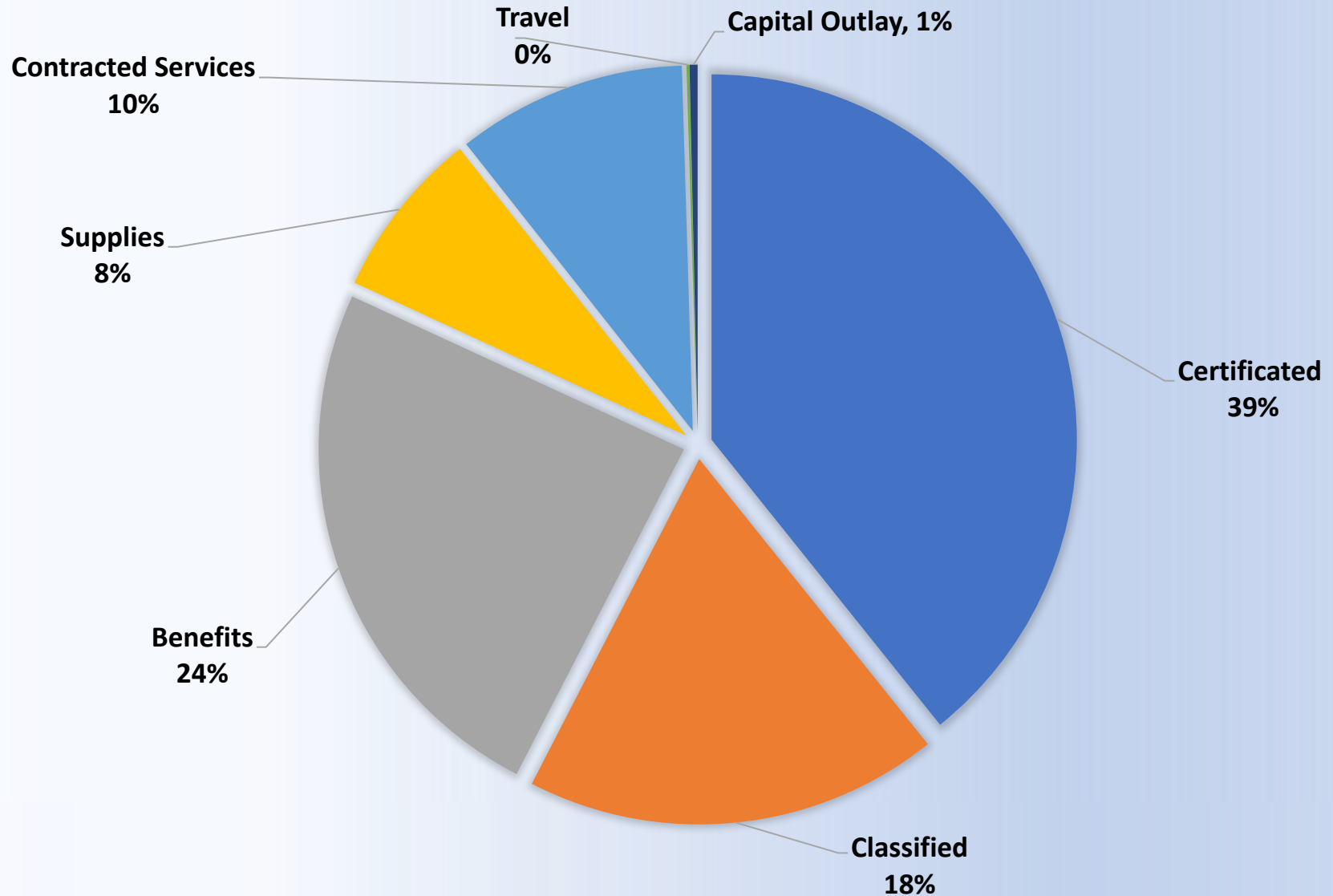


Anticipated Expenditures



Salary and Benefits		
Certificated	\$24,557,981	34%
Classified	\$11,474,301	16%
Benefits	<u>\$15,203,319</u>	<u>21%</u>
Total	\$51,235,601	71%
Materials, Supplies and Operating Costs (MSOC's)		
Supplies	\$4,683,731	6.4%
Contract Services	\$6,362,408	9%
Travel	\$77,600	.1%
Capital Outlay	<u>\$221,500</u>	<u>.2%</u>
Total	\$11,345,239	15.7%
Grand Total General Fund Budget Authority	\$62,580,840	100%

Anticipated Expenditures



General Fund Summary



	2021-2022 BUDGET	2022-2023 PROPOSED BUDGET
Beginning Balance	\$3,743,883	\$ 3,183,523
Revenues	\$59,982,216	\$ 72,275,491
Expenditures	\$59,292,017	\$ 62,580,840
Transfers to Other Funds	\$285,000	\$ 9,690,000
Ending Balance	3,649,082	\$ 3,188,174

Budgeted MSOC Disclosure

MSOC Revenue Projected		\$ 4,659,060			
Expenditures					
	Total	Program 01	Program 02	Program 03	Program 97
Supplies	\$954,950	\$511,850	\$126,500	0	\$316,600
Contracted Services	\$2,893,822	\$565,072	\$150,000	0	\$2,178,750
Travel	\$38,000	\$28,000	0	0	\$10,000
Capital Outlay	\$201,000	0	\$50,000	0	\$151,000
Total Budgeted Expenditures		\$4,087,772			
Difference		\$ 571,288			

*The aggregate MSOC amounts and the difference between these amounts is to be disclosed as part of the budget hearing.

** To determine which expenditures to include in the calculation, reference the language below from the supplemental budget.

Per the 2021-23 Biennium Budget Section 504(8)(a)(ii) page 383:

(ii) For the 2021-22 school year and 2022-23 school year, as part of the budget development, hearing, and review process required by chapter 28A.505 RCW, each school district must disclose: (A) The amount of state funding to be received by the district under (a) and (d) of this subsection (8); (B) the amount the district proposes to spend for materials, supplies, and operating costs; (C) the difference between these two amounts; and (D) if (A) of this subsection (8) (a) (ii) exceeds (B) of this subsection (8) (a) (ii), any proposed use of this difference and how this use will improve student achievement.

(Note: If the MSOC allocations exceed MSOC expenditures, the district must report any proposed use of the difference and how this use will improve student achievement.)



Aberdeen
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General Fund 4 Year Projection

	2022- 2023	2023- 2024	2024- 2025	2025- 2026
Enrollment Inc. RS and OD	3085	3080	3038	2981
Beginning Fund Balance	\$3,183,523	\$3,188,174	\$3,046,327	\$4,831,679
(+)Plus Revenue	\$72,275,491	\$56,651,497	\$57,953,224	\$58,998,894
(-)Minus Transfers to Other Funds	\$9,690,000	\$300,000	\$300,000	\$300,000
(-)Minus Expenditures	\$62,580,840	\$56,493,344	\$55,867,872	\$56,315,460
Ending Fund Balance	\$3,188,174	\$3,046,327	\$4,831,679	\$7,215,113
Fund Balance %	5.1%	5.4%	8.6%	12.8%





General Fund 4-Year Projection

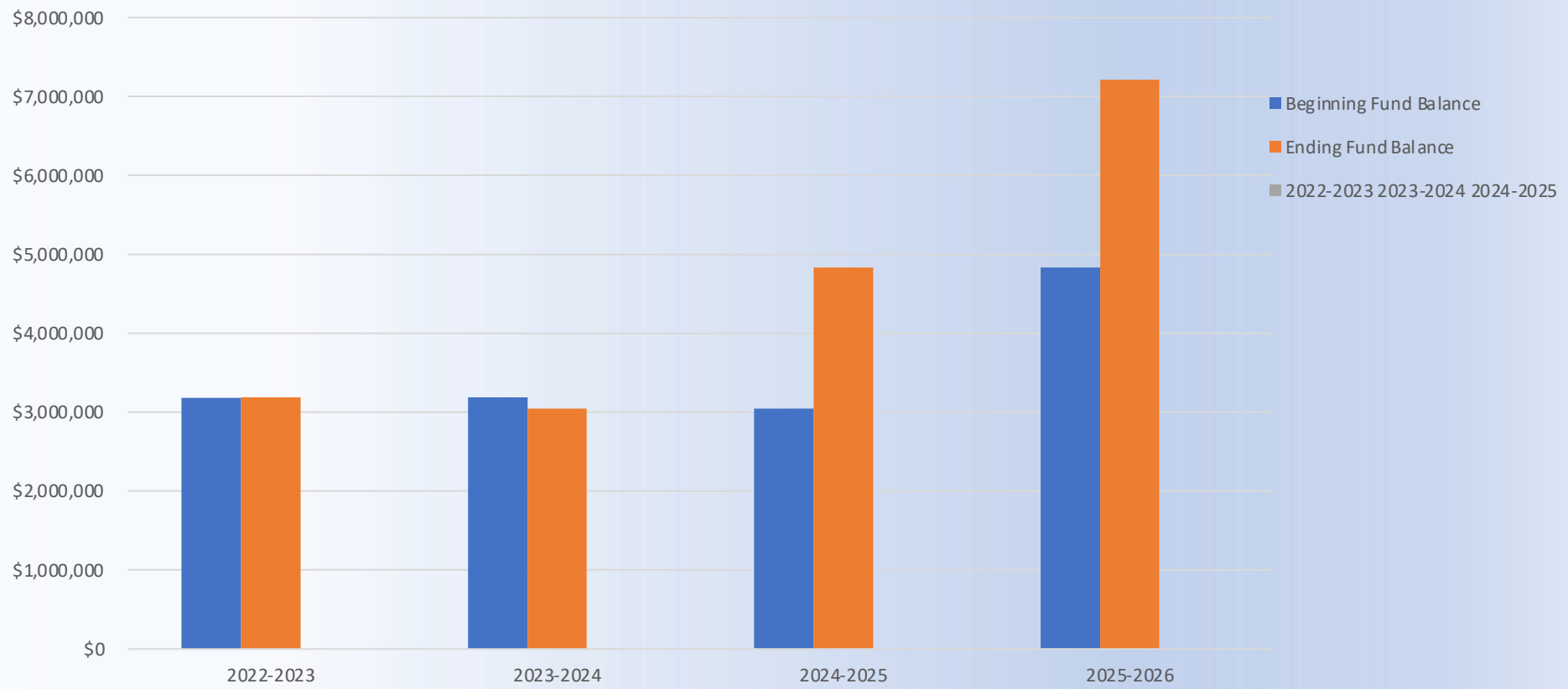
Revenues and Expenditures





General Fund 4-Year Projection

Fund Balance



Capital Projects Summary



	2021-2022 BUDGET	2022-2023 PROPOSED BUDGET
Beginning Balance	\$1,832,044	\$ 818,327
Revenues	\$30,500	\$ 9,416,000
Expenditures	\$1,450,000	\$ 9,900,000
Ending Balance	\$412,544	\$ 334,327

Debt Service Fund Summary



	2021-2022 BUDGET	2022-2023 PROPOSED BUDGET
Beginning Balance	\$2,300,000	\$ 2,521,730
Revenues	\$3,271,331	\$ 3,189,935
Expenditures	\$3,206,583	\$ 3,195,782
Ending Balance	\$2,364,748	\$ 2,515,883

Associated Student Body Fund Summary



	2021-2022 BUDGET	2022-2023 PROPOSED BUDGET
Beginning Balance	\$270,108	\$ 282,843
Revenues	\$407,090	\$ 424,601
Expenditures	\$430,765	\$ 457,750
Ending Balance	\$246,433	\$ 249,694

Transportation Vehicle Fund Summary



	2021-2022 BUDGET	2022-2023 PROPOSED BUDGET
Beginning Balance	\$183,415	\$ 247,415
Revenues	\$166,383	\$ 202,215
Expenditures	\$200,000	\$ 325,000
Ending Balance	\$149,798	\$ 124,630

Looking Forward

- ESSER funds ending by 2024
- Decrease in funding if enrollment continues to decline
- Facilities maintenance
- Added unfunded or underfunded mandates
- Increasing costs
 - Salaries and Benefits
 - Food
 - Supplies
 - Fuel



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QUESTIONS



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

NOTICE OF BUDGET HEARING AND ADOPTION

Notice is hereby given that the Aberdeen School District No. 5 Board of Directors will convene for a budget presentation and to conduct a public hearing to consider the 2022-2023 Aberdeen School District Budget at 6 p.m. Tuesday, August 2, 2022, in the Community Room at Aberdeen High School, 410 North G St., Aberdeen. The meeting will also be accessible via webinar with a link posted at www.asd5.org.

Any person may submit written comment for or against any part of the budget by emailing schoolboard@asd5.org, which will be accepted into the record at the hearing. Written comments should be submitted not later than noon, August 2, the day of the hearing. Information about the budget is available by visiting the district website at www.asd5.org, or by contacting the Business Office at 216 North G Street, Aberdeen, WA 98520, (360) 538-2007.

The Board is scheduled to take action and adopt the 2022-2023 Budget during the regular meeting on Tuesday, August 16.

Jeffrey Thake
Superintendent and
Secretary to the Board

Publish: July 19, 2022
July 26, 2022

DRAFT - Budget for the 2022-2023 School Year

GENERAL FUND		Estimated 2022-23 Revenues & Expenditures	Estimated 2021-22 Revenues & Expenditures	Actual 2020-2021 F-196	Actual 2019-2020 F-196
Revenues		<i>Draft 2022-2023 Budget Estimate</i>	<i>2021-2022 Budget</i>	<i>2020-2021 Actual</i>	<i>2019-2020 Actual</i>
Local	Local Tax (1100-1500)	\$4,171,638	\$4,115,438	\$3,690,937	\$2,883,399
	Local Non-tax (2100-2900)	\$880,250	\$653,151	\$243,370	\$461,115
State	State (3000)	\$31,813,386	\$30,047,146	\$29,592,061	\$31,986,823
	State Special Purpose (4000)	\$11,998,772	\$10,949,518	\$10,361,652	\$11,476,148
Federal	Federal General Purpose(5000)	\$25,000	\$25,000	\$36,120	\$40,269
	Federal Special Purpose (6000)	\$23,267,445	\$14,068,092	\$7,190,219	\$5,689,690
Other	Rev from Oth School Dist (7000)	\$67,000	\$71,871	\$81,696	\$110,599
	Other Agencies & Assoc (8000)	\$52,000	\$52,000	\$12,280	\$39,873
	Other Financing Sources (9000)	\$0	\$0	\$0	\$0
Total Revenue		\$72,275,491	\$59,982,216	\$51,208,335	\$52,687,916
Expenditures		<i>2022-2023 Budget Estimate</i>	<i>2021-2022 Budget</i>	<i>2020-2021 Actual</i>	<i>2019-2020 Actual</i>
01	Basic Education	\$25,651,546	\$22,546,551	\$21,027,151	\$22,353,542
02	ALE	\$666,051	\$149,631	\$131,758	\$54,450
03	Dropout Reengagement	\$218,605	\$58,617	\$230,741	\$193,468
11	SLFRF-Enrollment Stabilization	\$366,569	\$0	\$0	\$0
12	ESSER II	\$1,571,045	\$2,673,482	\$67,806	\$0
13	ESSER III	\$1,067,392	\$4,734,870	\$7,511	\$0
14	ESSER III learning Loss	\$1,542,480	\$1,264,895	\$0	\$0
21	Special Education - State	\$6,195,809	\$5,901,341	\$5,138,175	\$6,530,149
22	Special Education - PreK	\$0	\$0	\$0	\$223,236
23	Special Ed- ARP, IDEA, Federal	\$122,936	\$0	\$0	\$0
24	Special Education - Federal	\$824,013	\$837,591	\$818,968	\$783,100
31	Career and Technical - HS	\$2,267,521	\$1,779,486	\$1,709,497	\$1,978,583
34	Career and Technical - MS	\$516,683	\$190,869	\$210,015	\$544,481
38	Carl Perkins CTE - Federal	\$37,109	\$37,100	\$39,513	\$37,100
45	Skill Center	\$323,861	\$371,988	\$232,819	\$319,915
51	Disadvantaged - Federal	\$1,753,961	\$1,699,118	\$1,580,024	\$1,630,998
52	Other Title Grants ESEA- Federal	\$969,175	\$724,213	\$828,500	\$626,248
53	Migrant - Federal	\$91,868	\$71,540	\$58,330	\$54,174
55	Learning Assistant(LAP) - State	\$2,337,048	\$2,235,449	\$2,270,378	\$2,093,308
56	Detention Center	\$357,273	\$340,329	\$228,778	\$323,110
58	State Special and Pilot Programs	\$268,395	\$304,826	\$343,920	\$448,233
64	LEP - Federal	\$100,727	\$60,055	\$35,606	\$49,408
65	Bilingual - State	\$571,259	\$617,848	\$417,729	\$531,251
68	Indian Education	\$81,263	\$37,807	\$32,300	\$43,835
69	Compensatory-Other	\$0	\$11,040	\$0	\$0
74	Highly Capable	\$81,732	\$80,630	\$85,634	\$84,493
76	Targeted Assistance	\$0	\$0	\$652,620	\$390,412
79	Instructional Programs, Other	\$540,509	\$472,576	\$528,396	\$352,845
88	ECEAP/Snug Harbor	\$2,400,517	\$1,925,290	\$1,913,019	\$1,930,626
89	Other Community Services	\$0	\$0	\$0	\$554,296
97	District Support	\$7,599,905	\$7,205,165	\$7,408,369	\$6,845,680
98	Food Service	\$2,778,552	\$1,920,798	\$1,716,927	\$1,758,966
99	Transportation	\$1,277,036	\$1,038,912	\$866,403	\$1,330,340
Expenditures Total		\$62,580,840	\$59,292,017	\$48,580,886	\$52,066,248
Over / (Under) Expenditures		\$9,694,651	\$405,199	\$2,627,449	\$621,668
Beginning Fund Balance		5.0871%	5.4710%	5.7101%	4.74%
		\$3,183,523	\$3,243,883	\$2,774,037	\$2,468,716
Ending Fund Balance		3,188,174	\$3,649,082	\$3,617,722	\$2,774,037
		5.0945%	6.1544%	7.4468%	5.33%
Enrollment (incl. RS/Open Doors)		3,085	3,100	3,094	3,268
Salaries & Benefits		81.87%	69.71%	76.4%	81.3%

Revenues

<p style="text-align: center;"><u>LOCAL TAXES</u></p> <ul style="list-style-type: none"> • Local Property Tax • Sale of Tax Title Property • Local in lieu of Taxes • Timber Excise Tax 	<p style="text-align: center;"><u>STATE, GENERAL PURPOSE</u></p> <p style="text-align: center;">Apportionment</p> <ul style="list-style-type: none"> • Special Education--General Apportionment • Local Effort Assistance 	<p style="text-align: center;"><u>FEDERAL, GENERAL PURPOSE</u></p> <ul style="list-style-type: none"> • Federal Forests
<p style="text-align: center;"><u>LOCAL SUPPORT NONTAX</u></p> <ul style="list-style-type: none"> • Tuitions and Fees • Skill Center Tuitions and Fees • Childcare Tuitions and Fees • Sales of Goods, Supplies, and Services • Secondary Voc. Ed., Sales of Goods, Supplies, and Svcs • Skill Center, Sales of Goods, Supplies and Services • Other Community Svcs Sales of Goods, Supplies and Svcs • School Food Services, Sales of Goods, Supplies and Svcs • Investment Earnings • Gifts and Donations • Fines and Damages • Local Support Nontax, • E-Rate 	<p style="text-align: center;"><u>STATE, SPECIAL PURPOSE</u></p> <ul style="list-style-type: none"> • Special Education • Learning Assistance • State Institutions, Centers, and Homes, Delinquent • Special and Pilot Programs • Transitional Bilingual • Highly Capable • School Food Services • Transportation--Operations • Other State Agencies • Special Education--Other State Agencies • Special Education-Infants and Toddlers • Childcare--Other State Agencies 	<p style="text-align: center;"><u>FEDERAL, SPECIAL PURPOSE</u></p> <ul style="list-style-type: none"> • SLFRF-Enrollment Stabilization • ESSER II • ESSER III • ESSER III Learning Loss • Special Education--Supplemental • Secondary Vocational Education • Disadvantaged ESEA • School Improve, Other Title Grants under ESEA • Migrant ESEA • Limited English Proficiency • School Food Services • Indian Education, ED • Federal Grants Through Other Agencies • Special Education-Medicaid Reimbursement • USDA Commodities
<p style="text-align: center;"><u>Revenues from Other Districts</u></p> <ul style="list-style-type: none"> • Nonhigh Participation 	<p style="text-align: center;"><u>Revenues from Other Entities</u></p> <ul style="list-style-type: none"> • Childcare 	

ABERDEEN SCHOOL DISTRICT NO. 5

Minutes of the Regular Meeting of the
Board of Directors – July 19, 2022

The meeting began with the flag salute.

CALL TO ORDER

President Durney administered the oath of office to Dr. Jeffrey Thake, whose tenure as superintendent of the Aberdeen School District began July 1.

OATH OF OFFICE

On a motion by Jessica Jurasin and seconded by Annica Mizin, the Board approved the Consent Agenda, which included the minutes from the regular meeting on June 21, 2022, payroll vouchers 832891 through 832921 and 832924 totaling \$4,063,717.43; General Fund vouchers 832922 through 832923 and 832929 through 833027 totaling \$1,304,893.51, ASB Fund vouchers 832925 through 832928 and 833028 totaling \$5,453.57; and an overnight trip request from Aberdeen High School for the football team to travel to Prosser for a non-league game on Sept. 23-24.

CONSENT AGENDA

The Board received comment regarding the delayed completion of the project to install new turf at Stewart Field from Kale Goings of Aberdeen High School, Tricia Sorensen of Aberdeen, and Todd Bridge, Aberdeen High School football coach.

COMMENTS FROM
THE PUBLIC

Superintendent Thake reported that he has been busy learning about the various construction and maintenance projects taking place in the district, including Stewart Field, as well as meeting with staff and community members. He said he's been slowed somewhat by having to work remotely for a time due to health and safety protocols, but he's back in the office and eager to continue preparing for the upcoming school year.

SUPERINTENDENT
REPORT

Executive Director of Business and Operations Shannon Ramsey provided the Fiscal Status Report for June. The district has received 74.23 percent of budgeted revenue and is at 76.84 percent of budgeted expenditures. Director Ramsey reported ending fund balances of \$2,089,778 in the General Fund; \$2,855,294 in the Capital Projects Fund; \$2,491,211 in the Debt Service Fund; \$290,247 in the ASB Fund, and \$363,788 in the Transportation Vehicle Fund.

FISCAL STATUS
REPORT

Keith Bloom of the ESD 112 Construction Services Group, provided an update on the Stewart Field Turf Project, including a timeline and narrative on why the field will not be ready for the start of the football season. In particular, a 12-day work stoppage due to a delayed stormwater permit has pushed the project past the Labor Day weekend. Mr. Bloom responded to Board questions about whether ground preparation and turf installation could be expedited, and if so, the cost to do so, and why the permit was not requested sooner. Mr. Bloom explained that the permit was not required in initial meetings with regulators, but was added later. He expressed appreciation to the contractor and state Department of

STEWART FIELD
TURF PROJECT

Ecology for expediting the process otherwise the work stoppage would still be ongoing. Completion is scheduled for Sept. 15.

On a motion by Jessica Jurasin and seconded by Jeremy Wright, the Board approved an interagency agreement with the City of Aberdeen for stormwater management at Stewart Field.

STEWART FIELD
STORMWATER
AGREEMENT

On a motion by Annica Mizin and seconded by Jessica Jurasin, the Board approved a change order in the amount of \$35,000 adding new goal posts to the contract with FieldTurfUSA for the work taking place at Stewart Field.

STEWART FIELD
GOAL POSTS

Director Ramsey presented a draft overview of the 2022-2023 budget, which is scheduled for a public hearing on August 2. The current estimated revenue is \$72.3 million compared to \$59.98 million this current year. Estimated expenditures of \$62.6 million compare to \$59.3 million this current year. She explained that while federal Elementary and Secondary Relief (ESSR) funds and other COVID relief measures are helping to offset numerous increased expenses in the district, the district should use 22-23 to prepare for the discontinuation of federal relief funds and the impact of declining enrollment and. The projected enrollment for 2022-2023 is 3,085, compared to 3,100 this year.

2022-2023 BUDGET
REVIEW

On a motion by Jeremy Wright and seconded by Jessica Jurasin, the board approved the addition of girls' soccer to the athletic offerings at Miller Junior High School.

6TH GRADE GIRLS
SOCCER

On a motion by Annica Mizin and seconded by Jessica Jurasin, the Board approved Resolution 2022-04 Superintendent Signature authorizing the use of Superintendent Jeffrey Thake's facsimile signature to be filed with the Grays Harbor County Auditor's Office.

RESOLUTION
2022-04 SUP'T
SIGNATURE

On a motion by Annica Mizin and seconded by Jessica Jurasin, the Board approved Resolution 2022-05 Warrant Authority authorizing Superintendent Jeffrey Thake and Executive Director of Business and Operations Shannon Ramsey to draw and sign warrants for the district, and authorizing the County Treasurer to pay such warrants.

RESOLUTION
2022-05 WARRANT
AUTHORITY

On a motion by Jessica Jurasin and seconded by Annica Mizin, the Board approved Resolution 2022-06 Investing Funds authorizing Jeffrey Thake and Shannon Ramsey to invest fund balances for the District.

RESOLUTION
2022-06 INVESTING
FUNDS

On a motion by Jessica Jurasin and seconded by Jeremy Wright, the Board approved Resolution 2022-07 Auditing Officers designating Superintendent Thake and Director Ramsey as auditing officers of the district.

RESOLUTION
2022-07 AUDITING
OFFICERS

On a motion by Jeremy Wright and seconded by Jessica Jurasin, the Board approved Resolution 2022-08 Choice Forms authorizing Jeffrey Thake to act on behalf of the District in releasing or accepting non-resident students.

RESOLUTION
2022-08 CHOICE
FORMS

On a motion by Jeremy Wright and seconded by Annica Mizin, the Board approved Resolution 2022-09 District Agent designating Superintendent Thake as the District Agent for state and federal applications.

RESOLUTION
2022-09 DISTRICT
AGENT

On a motion by Annica Mizin and seconded by Jessica Jurasin, the Board approved an addendum to the contract with Presence Learning adding a second user license.

PRESENCE
LEARNING

On a motion by Jessica Jurasin and seconded by Annica Mizin, the Board awarded the annual bid to provide dairy products to Dairy Fresh Farms for the 2022-2023 school year in the estimated amount of \$141,847.

2022-2023 DAIRY
BID

On a motion by Jessica Jurasin and seconded by Jeremy Wright, the Board voted to surplus a 2005 Thomas bus with mileage of 228,641, No. 110, VIN 1T7YT4C2551156733 as it is being replaced and is no longer needed to transport students.

SURPLUS BUS

On a motion by Annica Mizin and seconded by Jessica Jurasin, the Board approved a request to surplus an inventory of various books and learning resources identified by the library at Central Park Elementary School as no longer needed for instruction.

SURPLUS LIBRARY
MATERIALS

The next regular meeting of the Board is scheduled for 6 p.m. Tuesday, August 2, 2022, in the Community Room at Aberdeen High School and via webinar.

NEXT MEETING

At 7:10 p.m., President Durney recessed the meeting for an executive session expected to last 30 minutes under RCW 42.30.110 (g) (to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. The session was extended for 10 minutes at 7:40 p.m. The meeting reconvened in regular session at 7:50 p.m.

EXECUTIVE
SESSION

On a motion by Jessica Jurasin and seconded by Annica Mizin, the Board approved the Personnel Report. Under certificated matters, the Board approved the hiring of Spencer McConnachie as an elementary music teacher for the District, Annette Duvall as a PE and health teacher at Aberdeen High School, Wendy Clevinger as a PE and health teacher at Miller Junior High School, Nancy Vazquez Fuentes as an ELL teacher at Miller Junior High School, Mariah Fuller as a teacher at A.J. West Elementary School, and Trisha King and Maxine McDonald as teachers at Robert Gray Elementary School, all effective August 31; corrected the contract for Robert Burns as a CTE technical arts teacher (current year) to state the assignment is at Miller Junior High School, effective August 31; approved summer school hirings for Tifanie Kelly and Rachel White as teachers at St. Mary's School effective August 2; approved a changes of assignment for Doris

PERSONNEL
REPORT

CERTIFICATED

CLASSIFIED

Hatton from elementary teacher to .8 FTE elementary PE teacher and Todd Bridge from health teacher to PE teacher at Aberdeen High School, and for Rees Sturm from teacher at A.J. West Elementary School to Stevens Elementary School, all effective August 31, and approved a revision to the resignation of Vanessa Weaver as a teacher at Miller Junior High School effective August 15.

Under classified matters, the Board approved the hiring of Amanda Stamper as the childcare coordinator at Snug Harbor effective August 30; approved the summer school hirings of Tyna Waters as a health assistant effective June 22, Guadalupe Arias-Morelia as a para-educator for Kinder Academy effective August 15 and Christi Davis as a para-educator during Session 1 at Aberdeen High School effective June 21; approved changes of assignment for Jennifer Krasowski from para-educator to MTSS assistant at Robert Gray Elementary School effective August 31, Rhonda Fink from Hopkins to Robert Gray Elementary School as a para-educator, effective August 31, Ralph Hammond as custodian at Aberdeen High School effective September 1, Jeff Steuben as custodian at Stevens and Miller Junior High School from Aberdeen High School effective July 5, and Tedd White as a Family Service worker at the Harbor Learning Center from Aberdeen High School effective August 31; approved a leave of absence for Kelly Bielec, a para-educator at Central Park Elementary School, effective June 3 to June 10; approved the retirement of Barbara Boyer, a para-educators at A.J. West Elementary School, effective August 25; accepted resignations from Emily Delanoy, a para-educator at Miller Junior High School, effective June 14, and Cynthia Jimenez, a para-educator at Central Park Elementary School, effective July 8; approved the hiring of assistant coaches Macoy Gronseth for Boys' Basketball effective November 14 and Jose Soto for Girls' Soccer effective August 22, both at Aberdeen High School, the hiring of Kaj Martin and Charles Stover as .5 FTE assistant coaches for Football at Miller Junior High School effective August 29.

On a motion by Jeremy Wright and seconded by Jessica Jurasin, the Board approved the 2022-2024 Collective Bargaining Agreement with the Aberdeen Education Association.

2022-2024 AEA
COLLECTIVE
BARGAINING

On a motion by Annica Mizin and seconded by Jessica Jurasin, the Board approved the 2021-2022 and the 2022-2023 salary schedules for the Aberdeen Education Association.

2021-2022 AEA
SALARY SCHEDULE

On a motion by Jeremy Wright and seconded by Annica Mizin, the Board approved the 2022-2023 Co-Curricular Stipends for the Aberdeen Education Association.

2022-2023 AEA CO-
CURRICULAR
STIPENDS

There being no further business, the regular meeting was adjourned at 7:52 p.m.

ADJOURN

Jeffrey Thake, Secretary

Jennifer Durney, President

Old Capitol Building
PO Box 47200
Olympia, WA 98504-7200



Washington Office of Superintendent of
PUBLIC INSTRUCTION
Chris Reykdal, Superintendent

k12.wa.us

July 25, 2022

Dr. Alicia Henderson
Superintendent
Aberdeen School District 005
216 N "G" Street
Aberdeen, WA 98520

Dear Dr. Henderson:

After reviewing the results of the recent Washington State Patrol annual inspection, we recognize that your school district has again completed the inspection of school buses with exceptional results. For the past two years, the results in your district have been outstanding.

We congratulate you, your administration, and the staff of your transportation cooperative for these outstanding school bus inspection results. We look forward to your continued support of student transportation safety.

Keep up the fantastic work.

Sincerely,

A handwritten signature in blue ink that reads "Chris P.S. Reykdal".

Chris Reykdal
Superintendent of
Public Instruction

A handwritten signature in blue ink that reads "John R. Batiste".

CHIEF JOHN R. BATISTE
Washington State Patrol

CR/JRB:kmk

cc: Ernie Lott, Transportation Supervisor

EDUCATIONAL TECHNOLOGY, RESEARCH AND LEADERSHIP PRACTICES AGREEMENT

THIS EDUCATIONAL TECHNOLOGY, RESEARCH AND LEADERSHIP PRACTICES AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____ 2022, by and between National Center for Education Research and Technology, Inc., a California corporation (hereinafter "NCERT"), and Aberdeen School District (hereinafter "District").

RECITALS

WHEREAS, NCERT links top performing superintendents from throughout the United States with leading business practitioners for the purpose of designing systems to promote leadership, research, and technology practices to enhance student success.

WHEREAS, the National Directors and Advisors of NCERT have nominated the District to participate in the education and technology research and professional development programs of NCERT.

WHEREAS, NCERT has demonstrated expertise in providing quality management, professional development and education research and technology services to school districts throughout the United States.

WHEREAS, the District desires to participate in the educational technology and research activities, professional development programs and various education and management services of NCERT.

WHEREAS, the services, programs and benefits associated with NCERT are not available (at any cost) through any public agency known by NCERT.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises, undertakings, representations, conditions and terms contained herein, the parties agree as follows:

1. Term of the Agreement. This Agreement shall become effective on July 1, 2022 and continue for three (3) years (the "Initial Term"). This Agreement shall be automatically extended, at the end of the Initial Term or any renewal period, for a renewal period of one year unless either party gives notification of termination to the other party ninety (90) days or more prior to the termination of the Initial Term or any renewal period thereafter.

2. Termination.

(a) By District. District may elect to terminate this Agreement upon the occurrence of any of the following events: (1) NCERT has materially defaulted on or materially breached any Section of this Agreement; (2) NCERT becomes insolvent, bankrupt or the subject of a receivership; (3) NCERT makes a general assignment for the benefit of creditors. Termination of the Agreement under this subsection shall not relieve District of its obligation to pay any financial obligation owed to NCERT.

(b) By NCERT. NCERT may elect to terminate this Agreement upon the occurrence of any of the following events: (1) District has materially defaulted on or materially breached any Section of this Agreement; (2) District becomes insolvent, bankrupt or the subject of a receivership; (3) District makes a general assignment for the benefit of creditors; (4) District has failed to pay, when due, any invoice or other financial obligation owing to NCERT by District; provided, however, District shall be first given a 15 day cure period, effective from the date the invoice is due and payable, to cure the nonpayment default before the Agreement shall terminate. Termination of the Agreement under this subsection shall not relieve District of its obligation to pay any financial obligation owed to NCERT.

3. Services. NCERT shall provide to or make available to the District the following services:

(a) Symposiums. NCERT shall plan and offer two annual Superintendent symposiums each year featuring outstanding presenters, facilitators and leaders. The cost of airline transportation (based on NCERT-established Travel Cap) up to five hundred dollars and no cents (\$500.00), conference meals and conference lodging of the District's Superintendent for the symposiums shall be borne by NCERT as part of the Annual Fee paid by District. In the event the Superintendent cannot attend the symposium(s), there will be no refund of any portion of the Annual Fee (as defined below) to the District.

(b) Research and Report Thereon. NCERT shall conduct research on topic(s) selected, after collaboration with various superintendents from districts who have contracted with NCERT and provide a written report to the District (hereinafter "Research"). The District may request additional copies of the reports for its use at prices set by NCERT (which will not exceed cost plus fifteen percent).

(c) Consulting Services. NCERT shall provide consulting services to the District for projects requested by the District ("Consulting Services"). Prior to any Consulting Services being performed, the Superintendent of the District and NCERT shall agree on the nature, scope and timing of the Consulting Services and agree on a budget for such services.

4. Fees. Annual Fee for Services. District shall be charged \$7,500 for the services provided by NCERT to District under this Agreement ("Annual Fee"). District shall pay annually in advance. NCERT may increase the Annual Fee up to six percent per annum in order to account for inflation, increases in airline costs, and/or increases in hotel costs.

5. Ownership of Research by NCERT.

(a) Ownership. Full and exclusive rights and ownership of the Symposiums, Research and any Consulting Services as contemplated by Section 3 of this Agreement (and in any and all related letters patent, trademarks, copyrights, trade secrets, confidential information and any other proprietary rights which NCERT possesses or is entitled to as provided in this Agreement) shall be the sole property of NCERT. However, District shall retain a non-exclusive, perpetual license to any such Symposiums, Research or Consulting Services for its own benefit (but not for the benefit of any other school or school district, whether private or public).

6. Independent Contractor. NCERT is and shall at all times be an independent contractor and shall not be deemed an employee, partner or agent of District. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.

7. Other Agreements. This Agreement, including any and all exhibits hereto, contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. Each of the parties hereto acknowledges that they have relied on their own judgment in entering into this Agreement.

8. Modification of Agreement. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed both parties. The parties further agree that the provisions of this Section may not be waived except as herein set forth.

9. Forbearance - No Waiver. Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof.

10. Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.

11. Dispute Resolution; Mediation; Arbitration.

(a) Dispute Resolution. It is the objective of the parties to establish procedures to facilitate the informal and inexpensive resolution of any and all disputes arising out of this Agreement by mutual cooperation and without resort to litigation. To accomplish this objective, the parties agree to follow the procedures set forth below if and when a dispute arises under this Agreement. The complaining party shall write a description of the alleged breach of the Agreement and send it to the other party by the manner set forth in the notice provision of this Agreement. This letter shall explain the nature of the complaint and refer to the relevant Sections of this Agreement upon which the complaint is based. The complaining party shall also set forth a proposed solution to the problem, including a specific time frame within which the parties must act. The party receiving the letter must respond in writing within ten (10) days of receipt with an explanation, including references to the relevant Sections of this Agreement and a response to the proposed solution. Within ten (10) days of receipt of this response, the parties must meet at a mutually acceptable neutral site in Orange County, California and discuss options for resolving the dispute. The complaining party must initiate the scheduling of this resolution meeting.

(b) Mediation. A settlement conference must be held within thirty (30) days of an unsuccessful resolution meeting. The settlement conference will be held at the local offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS"). The complaining party must contact JAMS to schedule a settlement conference within thirty (30) days of the dispute. The parties may agree on a retired judge from the JAMS panel. If the parties are unable to agree on a JAMS panel judge, JAMS will provide a list of the three available judges and each party may strike one name each. The remaining judge will serve as the mediator at the settlement conference. Neither party may initiate arbitration proceedings until mediation is completed.

(c) Arbitration. If the dispute is not settled by the settlement conference, the parties agree to submit the dispute to JAMS for final and binding arbitration. The parties may agree on a retired judge from the JAMS panel. If the parties are unable to agree, JAMS will provide a list of three available judges and each party may strike one. The remaining judge will serve as the arbitrator. The parties agree that arbitration must be initiated within two years after the claimed breach occurred and that the failure to initiate arbitration within the two-year period constitutes an absolute bar to the institution of any new proceedings. The aggrieved party may initiate arbitration by sending written notice of an intention to arbitrate in accordance with the manner prescribed by the notice provision of this Agreement to all parties, including JAMS. The notice must contain a description of the dispute, the amount involved, and the remedy sought. If and when a demand for arbitration is made by either party, the parties agree to execute a Submission Agreement, provided by JAMS, setting forth the rights of the parties if the case is arbitrated and the rules and procedures, including all evidence and discovery matters, to be followed at the arbitration hearing.

(d) Cost of Mediation and Arbitration. The prevailing party shall be entitled to recover the costs of the services provided by JAMS in connection with any and all mediation and arbitration under this Agreement. If there is no certain and definite prevailing party as determined by the JAMS judge, then the parties shall share the cost of the services provided by JAMS equally.

12. Successors. This Agreement shall bind and inure to the benefit of all successors, assigns, personal representatives, heirs and legatees of the respective parties.

13. Assignment Restricted. Neither party may assign this Agreement in whole or in part without the written consent of the other party, provided that NCERT may contract with other parties to provide services hereunder subject to District's prior written approval. Any delegation of duties under this Agreement by NCERT without District's prior written approval shall be deemed to be a material breach of this Agreement.

14. Indemnification. District shall indemnify NCERT and hold it harmless from any loss, claim or damage to persons or property, arising out of this Agreement, the Symposiums, Research or Consulting Services provided, including

attorney's fees, to the extent that such loss, claim or damage is not caused by the intentional acts of NCERT or from NCERT's breach of any material term of this Agreement. This indemnity survives any termination of this Agreement.

15. Failure to Perform. NCERT shall not be liable for any delay in performance due to force majeure, including strikes, accidents, acts of God, or other delays beyond the control of NCERT. If timely completion of any Symposium, Research or Consulting Services is prevented by any cause of force majeure, or any act of District, then such failure or delay shall not constitute default.

16. Severability. Each provision of this Agreement will be treated as a separate and independent clause, and the unenforceability of any one provision will in no way impair the enforceability of any other provision. If any provision is held to be unenforceable, such provision will be construed by the appropriate judicial body by limiting or reducing it to the minimum extent necessary to make it legally enforceable.

17. Injunctive Relief. Any breach of this Agreement likely will cause irreparable harm to NCERT for which money damages could not reasonably or adequately compensate NCERT. Accordingly, District agrees that NCERT will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if personally delivered upon delivery, or if mailed, when mailed by registered or certified mail, postage prepaid and properly addressed to the parties or their assignees at the following address (or at such address as shall be given in the manner herein provided), in which case it shall be effective five (5) days after the postmark date:

NCERT: Ms. Anita Johnson, President
National Center for Education Research and Technology, Inc.
22 Center Court
Laguna Niguel, CA 92677-5708
Facsimile (949) 495-0038

District: Jeff Thake, Superintendent
Aberdeen School District
216 N G Street
Aberdeen, WA 98520
Facsimile _____

Any party may change its address or telex or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

19. Counterparts. This Agreement may be executed in several counterparts each of which so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

20. Attorneys' Fees. The parties will bear their own legal fees and costs in connection with the disputes, negotiations and document preparation leading up to and covered by this Agreement. If any party institutes any action (including mediation or arbitration), or proceeding in connection with this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment) and costs.

21. Ambiguity. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

22. Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

23. Nondiscrimination. NCERT agrees that is will not engage in any unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, mental condition, marital status or sex of any such persons.

IN WITNESS WHEREOF, NCERT and District have executed this Agreement to be effective on the date first above written.

"NCERT"
National Center for Education Research and
Technology, Inc.

By: _____
Anita Johnson, President

"District"

By: _____

Name: _____

Title: _____



MEMO

TO: Board of Directors
Superintendent Jeffrey Thake

RE: **Stevens School Change Order**

FROM: Shannon Ramsey, Business Office
Michael Pauley, Maintenance & Facilities

DATE: July 29, 2022

The project to repaint the exterior of Stevens Elementary School revealed rot in several places that needed to be repaired. The contractor, Western Washington Construction, Ltd., provided a change order estimate in the amount of \$41,620.00 to make the repairs.

Under School Board Policy 6957, such work can be authorized by the superintendent after conferring with the school board president. President Jennifer Durney concurred that the work should proceed.

The change order is presented tonight for your review and final approval.

WESTERN WASHINGTON CONSTRUCTION, LTD.

Change Order No. <u>1</u>	Owner: Aberdeen School District	
	Contractor: Western Washington Construction, Ltd.	
Project: <u>Stevens Exterior Painting</u>	Date: <u>7/20/22</u>	
	Contract Date: <u>6/24/22</u>	

Scope of Work:

Remove 8 feet of rotten framing on 10 corners of building and install new framing for exterior siding installation

Remove roofing in 2 locations under overhang to replace rotten cardecking and sheathing on wall and fascia areas

Remove 1 section of wall framing and reframe under covered area remove roughly 2 sheets of soffit and replace

Remove and replace 160 feet of fascia in court yard that was exposed during powerwashing of building

Sleeve rusted roof scupper and reframe one section of fascia and over hang on top of roof above court yard area

Install roofing to dry in rot repaired area and install flashings as nessesary in spots addressed for rot repairs

Price does not include asbestoes removal if positive on roofing test is being taken on 7/20 to confirm if removal is nessesary

Total Change Order: \$41,620.00

The original Conctct Sum was:	\$ 186,902.00
Net change by previous authorized Chang Order was	\$ 41,620.00
Total Contract	\$ 228,522.00
Tax	0.098 \$ 22,395.16
Total Contract to date	\$ 250,917.16
Less Downpayment	\$ (67,957.57)
Balance Due	\$ 182,959.59

ARCHITECT	CONTRACTOR	Owner
		Aberdeen School District Stevens School
Address	Address	Address
		216 N. G Street Aberdeen, WA 98520
By:	By:	By:
		Shannon Ramsey
Date:	Date:	Date: 7/22/22

WALDEN UNIVERSITY

U.S. FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of the final signature below by and between WALDEN UNIVERSITY, LLC, located at 100 Washington Avenue South, Suite 1210, Minneapolis, MN 55401 ("Walden") and Aberdeen High School located at 410 North G Street, Aberdeen, WA. 98520 ("Field Site").

RECITALS

WHEREAS, Walden offers undergraduate, graduate, and post-graduate programs in the fields of nursing, social work, counseling, psychology, health sciences, and interdisciplinary studies (the "Programs") and seeks to partner with field sites for educational field experiences for Walden students (the "Students");

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to contribute to the education and professional growth of Walden Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence on August 31, 2022 (the "Effective Date") and shall continue for a period of five (5) years (the "Initial Term"). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1) year periods (each a "Renewal Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination or expiration of this Agreement before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. WALDEN RESPONSIBILITIES

A. Walden shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the prerequisite course of study as determined by Walden.

WALDEN UNIVERSITY

B. Walden shall provide a field education coordinator (the "Walden Coordinator") who will act as a liaison between Walden and the Field Site and coordinate the Field Experience Program with the Field Site. The Walden Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

(1) Confirming any contact information for Students to the Field Site Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site with information regarding each Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide an instructor (the "Walden Supervisor") who will serve as the academic course instructor and field experience instructor for the educational experience. The Walden Supervisor will have responsibilities including, but not limited to:

(1) Communicating with the Field Site Supervisor relating to each Student's educational experience at the Field Site;

(2) Evaluating student academic and Field Site work relating to the educational experience at the Field Site.

Notwithstanding the foregoing, the parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises.

D. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

E. Walden maintains student professional liability insurance with a single limit of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars (\$1,000,000). Such general liability insurance policies shall provide additional coverage to Walden's Students. Walden shall provide the Field Site with proof of coverage upon request.

F. Walden shall provide the Human Resources Department of the Field Site District an attestation that they have verified proof of full vaccination against COVID-19, or an applicable exemption before the student initiates any contact with the Field Site for educational experience.

III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the "Field Site Coordinator"). The Field Site Coordinator shall be responsible for:

WALDEN UNIVERSITY

- (1) Planning and coordinating the education arrangements between the Field Site, the Students and Walden;
- (2) Serving as a liaison between the Field Site and Walden; and
- (3) Developing and administering an orientation program for Student which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor or supervisor (the "Field Site Supervisor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Field Site Supervisor. The Program requires supervision specifically by the Field Site Supervisor, and such supervision may not be delegated. Field Site Supervisors are responsible for providing, as applicable to the Program, role modeling, direct patient or client supervision, and professional interactions, and sharing expertise and experience. Field Site Supervisors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Field Site Supervisors shall provide instruction and services in accordance with applicable laws and shall educate Students as to the requirements of the applicable laws. The Field Site Supervisor shall work with the Walden Supervisor to review and evaluate the Students in the Field Experience Program.

C. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Where applicable, the Field Site shall provide the Students with an orientation familiarizing students with all applicable State and Federal laws and regulations as they pertain to practice at the Field Site, which may include those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. The Field Site shall ensure that the Students practice within the guidelines of any applicable professional ethics codes. The Field Site shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

F. The Field Site Supervisor shall complete, with the Walden Supervisor and Student, all written evaluations of the Students' performance according to the timeline established by Walden. Evaluations will be submitted to the Walden Coordinator.

G. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Coordinator or assigned Field Site Supervisor shall promptly notify the Walden Coordinator and/or Walden Supervisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to

WALDEN UNIVERSITY

determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

H. If available at the Field Site, the Field Site agrees to provide emergency health care services for Students for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs. In the event that Field Site does not have the resources to provide such emergency care, Field Site will refer such Students to the nearest emergency facility.

I. The Field Site shall ensure adequate workspace for the Students and shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program. Field Site shall provide Students with training on Field Site safety protocols, as applicable, and provide prompt notice to Walden of any situation involving threatened hazards or harm that may adversely impact the health or safety of Students.

J. In the event that Field Site allows students to participate in activities that are conducted virtually outside of the Field Site's facilities, such as allowing virtual visits, telehealth services, or other activities that do not involve in-person interaction, Field Site acknowledges that Walden does not control the performance, reliability, or security of the devices or networks used by students for these activities and Field Site shall be responsible for ensuring that such devices or networks meet Field Site's requirements.

K. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

To the extent that the Field Site is an entity governed by and/or operated through any state or federal agency or is provided liability coverage through statutory or tort law, then the foregoing paragraph shall not apply.

IV. STUDENT RESPONSIBILITIES

Walden shall inform Students that they are responsible for the following:

A. Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the field experience.

B. Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to the Students by the Field Site during their orientation at the Field Site and shall abide by the requirements of all applicable laws.

C. Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

WALDEN UNIVERSITY

D. Students shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. Students shall be required to purchase and maintain a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) annual aggregate. Students shall provide the Field Site with proof of coverage upon request.

V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program to the extent that access to those records is required by the Field Site in order to carry out the Field Experience Program. Field Site and Walden shall only disclose such educational records in compliance with FERPA.

B. HIPAA. The parties agree that, if the Field Site is a covered entity under HIPAA:

(1) to the extent that a Student is participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not otherwise be construed to be employees of the Field Site;

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site’s privacy policies adopted pursuant to HIPAA; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a Student has access through Field Experience Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(2) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(3) No services are being provided to the Field Site by Walden pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

WALDEN UNIVERSITY

C. The Field Site and Walden will promote a coordinated effort by evaluating the Field Experience Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The parties agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Student's participation in the Field Experience Program and shall not as a result of Student's participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for gender identity, race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status. Field Site and Walden will comply with all applicable non-discrimination laws in providing services hereunder.

F. Field Site represents that it has policies in place that are consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies during its participation in the Field Experience Program. In the event that Field Site does not have such policies in place, it shall abide by Walden's Code of Conduct located at <https://www.waldenu.edu/legal/student-safety-title-ix> with regard to Walden's Students.

G. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

H. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

I. This Agreement shall be governed by the laws of the State of Minnesota.

J. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid). Notices to Walden shall be sent to the Walden Coordinator at Walden University, LLC; 100 Washington Avenue South, Suite 1210; Minneapolis, MN 55401; with a copy to: Walden University, LLC; Attention: Legal Department; 7065 Samuel Morse Drive; Columbia, MD 21046. Notices to Field Site shall be sent to Mary Mainio (mmainio@asd5.org)

K. Each party agrees to indemnify, defend, and hold harmless the other from all losses or liabilities resulting from the negligence or willful misconduct of the indemnifying party and/or its employees or agents arising under this Agreement, except to the extent such losses or liabilities are caused by the indemnified party's negligence or willful misconduct.

L. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. This Agreement

WALDEN UNIVERSITY

and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, or in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

M. Each person signing this Agreement on behalf of a party represents to the other party that the execution and performance of this Agreement is duly authorized to sign this Agreement on behalf of the party and that this Agreement constitutes a valid and binding agreement of such party, enforceable according to its terms.

N. This Agreement will be binding upon and inure to the benefit of each of the parties, their successors, and assigns. Neither party may assign this Agreement or assign its rights or delegate its duties hereunder without the prior written consent of the other party (except in connection with a merger, sale of all or substantially all of a party’s assets, or other form of corporate reorganization of that party) and any purported assignment in violation of this Section will be without force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

WALDEN UNIVERSITY, LLC

FIELD SITE

By: _____
(signature)

By: _____
(signature)

Name: Dr. Susan Carmichael
(Print name)

Name: _____
(Print name)

Title: Field Experience Director – School of Nursing

Title: _____

Date: _____

Date: _____

Contract #	6212-IA-01101
Title	Aberdeen Network Services 2022-23

Contract for services provided by Capital Region ESD 113 dated this 30th day of June, 2022 between:

CAPITAL REGION ESD 113 (ESD113)
6005 Tye Drive SW · Tumwater, WA 98512
AND
ABERDEEN SCHOOL DISTRICT (AGENCY)
216 N G St · Aberdeen, WA 98520

In consideration of the promises and conditions contained herein, ESD113 and Agency do mutually agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide the AGENCY Network Services technical support.

II. RESPONSIBILITY OF ESD113

In accordance with this Agreement, ESD113 shall provide:

- Network Monitoring and Reporting (Active Device Status Monitoring and Alerting)
- Phone and Email Support (Technical Contact Typically)
- Grandstream VoIP Phone System Maintenance and Support (Value Add)
- Remote Support via VPN Access
- Technical Support (Assist District Technical Contact)
This can include desktop support, printers, copiers, HVAC, Lighting, servers, etc.
- Equipment Maintenance (Upgrades, Patches, Event Log Review - Typically performed after hours)
- System Changes (Firewall Rules, Content Filter Rules, Routing, VLANs, Port Assignments)
- Design Services (Connecting New Buildings, Wide Area Services, Infrastructure Changes)
- E-rate RFP Guidance and Bid Evaluation
- Emergency Support - Prioritized (Building, District, or Service Down Events)
- Knowledge Base and Experience
- Advice and Guidance on what similar districts are doing (Pros / Cons and Avoiding Pitfalls)
- Archive of written onsite notes and configuration backups

Bk

III. RESPONSIBILITIES OF AGENCY

In accordance with this Contract the Agency shall:

- Establish primary and back-up contract persons for the School District who will coordinate all Network Services activity district wide with ESD 113 personnel.
- Provide ESD 113 personnel twenty-four-hour access to District communications infrastructure or as mutually agreed upon by District and ESD 113.

IV. TERM OF THE CONTRACT

The initial term start of this Contract is September 1, 2022 through August 31, 2023.

Auto-renewing? NO YES *If yes, Contract shall be automatically renewed for three years unless either party provides written notice of its election to terminate sixty days prior to the contract end date of the current year.*

Contract renewals may be subject to an ESD 113 board approved Cost of Living Adjustment (COLA) price increase.

V. PAYMENT PROVISIONS

For satisfactory performance of the work as set forth in the "Responsibilities of Capital Region ESD 113"; the Agency shall pay **\$40,128.00 (Forty thousand one hundred twenty-eight and no/100 dollars)**.

Capital Region ESD 113 shall submit a properly computed invoice to the district **monthly, at the rate of \$3344.00/mo.**

SIGNATURES

In witness whereof, Capital Region ESD 113 and the Agency certify that they have read, understand, and executed this entire agreement.

_____ Date _____ _____ Date _____
Capital Region ESD 113 Authorized Signor *Agency's Signature*

Original copy to be signed, returned to Capital Region ESD 113, and approved by its designee prior to the commencement of services.

**CAPITAL REGION ESD 113
INTERLOCAL AGREEMENT AR
FORM 6212-IA
Page 3 of 3**

AUTHORITY

This agreement between Capital Region ESD 113 and AGENCY, is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035

The provisions of educational, instructional or specialized services in accordance with this Agreement shall improve student learning or achievement.

A separate legal entity is not being created. Capital Region ESD 113 shall administer the joint undertaking described in the terms of this Agreement.

PAYMENTS

The Agency or its designee determines that the services or goods provided by Capital Region ESD 113 are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld.

Interim payments during the contract are allowed as specified. Any date specified herein for payment(s) shall be considered extended as necessary to process and deliver a warrant for the amount(s). Such extension will be not greater than thirty (30) days following completion of the service and receipt of an appropriate invoice, whichever occurs later.

INDEMNIFICATION

The Agency or its designee indemnifies and shall defend and hold Capital Region ESD 113, its employees, agents and representatives, harmless from and against all third-party claims, actions, liens, suits or proceedings asserted against Capital Region ESD 113 that are related to the Agency's obligations or performance under this Contract. The Agency shall timely reimburse Capital Region ESD 113 for all costs, expenses, damages, losses, liabilities or obligations, including reasonable attorney's fees, incurred by Capital Region ESD 113 as a result of such third-party claims, actions, liens, suits or proceedings.

DISPUTES

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

TERMINATION

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

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

VERBAL AGREEMENTS

This written agreement constitutes the mutual agreement of Agency and Capital Region ESD 113 in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, shall be binding unless such amendments have been mutually agreed to in writing.

APPLICABLE LAW

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

CONTRACTOR'S SIGNATURE

Agency and/or Agency's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Agency so identified to the foregoing agreement, and under penalty of perjury certifies the federal identification number or social security number provided is correct.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this agreement, Capital Region ESD 113 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.

ESD 113 PROGRAM MANAGER Brandon Kahler

PROGRAM ACCOUNT CODE: 1807

BILLING RESPONSIBILITY PROGRAM (Program will be responsible for notifying Business Office when work is ready to be invoiced.)

BUSINESS OFFICE (Contract will be billed exactly as written in section V. PAYMENT PROVISIONS)

BOARD NOTIFICATION If contract/consortium is over \$50,000, summary sent to ESD Contracts Office. YES N/A

AGENCY CONTACT NAME: Dr. Jeffrey Thake, Superintendent

EMAIL: jthake@asd5.org

AUTHORIZED SIGNOR NAME: AGENCY SIGNOR - IF DIFFERENT THAN CONTACT

EMAIL:

CONTRACT OFFICE APPROVAL – In accordance with Capital Region ESD 113 Contract Procedure 6212-P

ESD Contracts
Contract Office Approval



Capital Region ESD 113

Your goals, our reason

June 9th, 2022

Capital Region Educational Service District 113 - Network Service department will be issuing a rate increase of 10% for the 2022 – 2023 school year. There are several factors driving this increase. ESD leadership just completed a comprehensive salary study and reclassification. In addition, there are increased costs of benefits, mileage reimbursement, cost of living adjustments, and inflation which have necessitated this rate increase.

Included in your Network Services contract is support and maintenance of your phone system as a value-added service. We installed your new Grandstream phone system in 2020, which reduced your monthly phone service bills, and eliminated any ongoing license or support costs for your prior phone system.

Sincerely,

Brandon Kahler
Director – Technology Services / K20 RITU



Capital Region ESD 113

Your goals, our reason

ESD 113 Network Services Rate Sheet for 2022-23

Benefits of our annual support plans:

- Network Monitoring and Reporting (Active Device Status Monitoring and Alerting)
- Phone and Email Support (Technical Contact Typically)
- Grandstream VoIP Phone System Maintenance and Support (Value Add)
- Remote Support via VPN Access
- Technical Support (Assist District Technical Contact)
This can include desktop support, printers, copiers, HVAC, Lighting, servers, etc..
- Equipment Maintenance (Upgrades, Patches, Event Log Review - Typically performed after hours.)
- System Changes (Firewall Rules, Content Filter Rules, Routing, VLANs, Port Assignments)
- Design Services (Connecting New Buildings, Wide Area Services, Infrastructure Changes)
- E-rate RFP Guidance and Bid Evaluation
- Emergency Support - Prioritized (Building, District, or Service Down Events)
- Knowledge Base and Experience
- Advice and Guidance on what similar districts are doing. (Pros / Cons and Avoiding Pitfalls)
- Archive of written onsite notes and configuration backups.

Contractual support visits are based around the needs of each district. Typically, a list of projects or tasks is developed in coordination with the primary technical contact at the district. Some tasks can and are performed remotely throughout the month. Routine maintenance and upgrades are generally scheduled for after-hours so as to not impact users. During each visit, there is often some amount of discussion about projects, future planning, and comparisons with what other districts around the region are doing.

Considerable time is spent developing a comprehensive understanding of the network layout within each district. Everything from network infrastructure, building and cabling layouts, servers, and storage, all the way down to computer labs and workstations. This helps us better support you as well as plan for future projects and growth. It is our belief, every district deserves high level attention to detail and expert guidance in all aspects of technology support, and planning.

Hourly billing does not include any proactive monitoring, maintenance, or ongoing support. We only work on the tasks we've specifically been instructed to assist with.



Capital Region ESD 113

Your goals, our reason

ESD 113 Network Services Fee Schedule 2022-23

Cost Table

Network Support Plan 1	
1 day/mo scheduled on site and/or remote support	\$11,616 annually
Network Support Plan 2	
2 day/mo scheduled on site and/or remote support	\$22,176 annually
Network Support Plan 3	
4 day/mo scheduled on site and/or remote support	\$40,128 annually
Hourly Support	
50 Hour Block	\$6,325 non-recurring
100 Hour Block	\$12,100 non-recurring
Per Hour	\$140.00

Notes:

Daily rate is for an 8-hour day, which includes travel time.

Support plans can be billed annually, quarterly, or monthly.

Bid Tabulation Recommendation
Copy/Printer Paper for 2022-2023 School Year

August 2, 2022

Bidder	Price per Case	Other Considerations	Number of Cases Projected	Cost (less tax)
KCDA - Orca Paper	\$48.72	District would store and deliver bi-monthly, archival quality	1000	\$48,720
Aberdeen Office Equipment	\$47.50	AOE would store and deliver weekly, price subject to change with market fluctuations, AOE would call prior to changing our cost, archival quality	1000	\$47,500
Office Depot	\$62.94	District would store and deliver bi-monthly, price subject to change (without notice) with market fluctuations, archival quality	1000	\$62,940

Quotes were reviewed by Elyssa Louderback and Amber Diel.
The recommendation is that the school board award the annual copy & printer paper bid to Aberdeen Office Equipment.

CERTIFICATED

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Tracy Adams	District	SLP Teletherapy .5 FTE	08/31/22
Christine Popowich	Central Park Elementary	ECEAP Teacher .5 FTE	08/31/22

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Mariah Fuller	AJ West Elementary	Teacher - CYO	08/31/22

CLASSIFIED

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Jessica Sison	District	Certified Occupational Therapy Assistant	08/24/22
Kyle Miller	Maintenance	Maintenance Summer Student Helper	07/19/22
Luke Niemi	Maintenance	Maintenance Summer Student Helper	07/19/22
Michelle Caskey	Hopkins Preschool	Paraeducator	08/31/22

SUMMER SCHOOL HIRES: We recommend the Board approve the following classified Summer School hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Christina Bienapfl	District	Kinder Academy Para – Session 1 & 2	08/15/22
Indigo Evensen	District	Kinder Academy Para – Session 1	08/15/22

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

<u>Name</u>	<u>Location</u>	<u>To:</u>	<u>From:</u>	<u>Effective Date</u>
Tedd White	Harbor Learning Center	Family Svc Wrkr	Online Ed Tech	08/29/22

EXTRA-CURRICULAR HIRE: We recommend the Board approve the following extra-curricular hire:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Layne Bruner	Aberdeen High School	Head Baseball Coach	02/27/23

Classified Substitute Hire:

Jeffery Johnson