

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

Regular Meeting of the Board of Directors
Stevens Elementary School and via webinar

October 4, 2022, 6 p.m.

AMENDED 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

Consent Agenda

1. Minutes
2. Financial Matters

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.

Presentation

1. AMENDED: Aberdeen High School Cheer Team

Old Business

1. [Policy 2000 Student Learning Goals](#)
2. [Policy 2004 Accountability Goals](#)
3. [Policy 6000 Program Planning, Budget Preparation, Adoption and Implementation](#)
4. [Policy 6020 System of Funds and Accounts](#)

Superintendent's Report

Board Meeting Agenda
October 4, 2022

Instructional Services

1. [Stevens School Improvement](#)
2. [Math PD](#)

Financial Services

1. [Meal Prices](#)
2. [Community Energy Labs](#)

New Business

1. [Policy 3122 Excused and Unexcused Absences](#)
2. [GHC BASTE Agreement](#)
3. [BHC Fairfax Hospital Agreement](#)
4. Next Meeting

Executive Session / Closed Session

Personnel Matters

1. [Personnel Report](#)

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5
BOARD INFORMATION AND BACKGROUND -- AMENDED

October 4, 2022, 6 p.m.

Link to join 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.

Or, join by phone: 1-253-215-8782; Meeting ID: 892-9180-7949

Call to Order

Flag Salute

Consent Agenda – [Enclosure 1](#)

1. Minutes – The minutes from the regular meeting on September 20, 2022, are enclosed for your review and approval.
2. Financial Matters – Payroll and accounts payable for August are enclosed for your review and approval.

Comments from the Board

Comments from the Public

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

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

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

Presentation

1. AHS Cheer Team – Coach Summer Powell and the Aberdeen High School Cheer Team will share information about competitive opportunities.

Old Business

1. Policy 2000 Student Learning Goals – An update to Policy 2000 Student Learning Goals is presented for second reading and adoption. [Enclosure 2](#)
2. Policy 2004 Accountability Goals – An update to Policy 2004 Accountability Goals is presented for second reading and adoption. [Enclosure 3](#)
3. Policy 6000 Program Planning, Budget Preparation, Adoption and Implementation – An update to Policy 6000 is presented for second reading and adoption. [Enclosure 4](#)

4. Policy 6020 System of Funds and Accounts – An update to Policy 6020 is presented for second reading and adoption. [Enclosure 5](#)

Superintendent's Report

Instructional Services

1. Stevens School Improvement Plan – Stevens Elementary School Principal Jamie Stotler will present an overview of the school and its instructional goals. [Enclosure 6](#)
2. Math PD – A contract with Capital Region ESD 113 to provide professional development support for the new math curriculum is presented for your review and approval. [Enclosure 7](#)

Financial Services

1. Meal Prices – Food Services Manager Jaime Matisons is recommending an increase in the school meal prices for adults. All students continue to be eligible for meals at no cost. [Enclosure 8](#)
2. Community Energy Labs Pilot – An agreement with Energy Northwest through the Department of Commerce for the district to take part in a pilot program at no cost to the district regarding energy use at the schools is enclosed for your information. [Enclosure 9](#)

New Business

1. Policy 3122 Excused and Unexcused Absences – An update to Policy 3122 and procedures is presented for first reading. No action is needed. [Enclosure 10](#)
2. GHC BASTE Agreement – An agreement with Grays Harbor College for the placement and mentoring of students in the Bachelor of Applied Science in Teacher Education program is presented for your review and approval. [Enclosure 11](#)
3. BHC Fairfax Hospital Agreement – An agreement for student placement in the Northwest School of Innovative Learning (NWSOIL) is presented for your review and approval. [Enclosure 12](#)
4. Next Meeting – The next regular meeting of the Board is scheduled for 6 p.m. Tuesday, October 18, 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 15 minutes under RCW 42.30.110 (g): To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

1. Personnel Report [Enclosure 13](#)

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5

Minutes of the Regular Meeting of the
Board of Directors – September 20, 2022

President Jennifer Durney convened the regular meeting of the Aberdeen School District Board of Directors at 6:00 p.m. Tuesday, September 20, 2022, in the Community Room at Aberdeen High School and via webinar following guidance for conducting remote meetings in compliance with the Open Public Meetings Act. In attendance were Directors Annica Mizin, Suzy Ritter, Jeremy Wright and Jessica Jurasin (remotely), Superintendent Jeffrey Thake, 13 patrons and staff in person, and seven attending remotely.

The meeting began with the flag salute.

On a motion by Director Ritter and seconded by Director Wright, the Board approved the Consent Agenda, which included the minutes from the regular meeting on September 6, 2022; August payroll vouchers 833176 through 833208 and 833293 totaling \$5,625,348.70; General Fund vouchers 833209 and 833239 through 833292 totaling \$840,607.86; Capital Projects Fund vouchers 833234 and 833236 through 833238 totaling \$1,043,434.08; ASB Fund vouchers 833210, 833213 through 833215 and 833235 totaling \$23,652.50; Transportation Vehicle Fund voucher 833211 in the amount of \$156,001.66, and Private Purpose Trust Fund vouchers 833221 through 833233 totaling \$20,700.00; Gifts to the district from the estate of James N. Erickson of Aberdeen in the amount of \$100,000 for the J.M. Weatherwax Scholarship Fund and a 2000 Audi station wagon valued at \$1,418 from Jonathan Mitchell of Aberdeen for use in the Automotive Program at Aberdeen High School; and Out-of-State and Overnight Trip Requests for the Cross Country team at Aberdeen High School to travel to Seaside, Ore., to participate in an invitational race on Sept. 24, and for the Highly Capable program to travel with 5th-8th grade students to Mount St. Helens for an outdoor science and overnight experience on Oct. 24-25.

Directors expressed appreciation at the generous gift from Mr. James Erickson's estate and praised completion and the appearance of the new turf at Stewart Field.

Superintendent Thake provided a report on the numbers of non-resident students who choice into the Aberdeen School District (280) and the number of Aberdeen students currently attending other districts (369).

Executive Director of Business and Operations Shannon Ramsey provided the Fiscal Status Report for August showing an ending fund balance of (\$26,519) in the General Fund, \$2,664,123 in the Capital Projects Fund, \$2,533,947 in the Debt Service Fund, \$286,763 in the ASB Fund and \$551,056 in the Transportation Vehicle Fund. She reported that the fiscal year ended August 31 with 91.43 percent of revenues received to date and 98.3 percent of budgeted expenditures paid out. There was discussion about the cash flow, about a negative cash balance that should be offset as additional 2021-22 revenues are claimed, and

CALL TO ORDER

CONSENT AGENDA

COMMENTS FROM
THE BOARD

SUPERINTENDENT
REPORT

FISCAL STATUS
REPORT

the future purchase of buses. Director Ramsey also reported that enrollment for September came in at 3,065 FTE, which is less than the 3,085 budgeted.

On a motion by Director Mizin and seconded by Director Ritter, the Board approved Resolution 2022-12 authorizing the administration to seek bids to replace the windows at the Administration Building.

An update as recommended by the Washington State School Directors Association to Policy 2000 Student Learning Goals was presented for first reading.

An update as recommended by the Washington State School Directors Association to Policy 2004 Accountability Goals was presented for first reading.

An update to Policy 6000 Program Planning, Budget Preparation, Adoption and Implementation as recommended by WSSDA and the administration was presented for first reading.

An update to Policy 6020 System of Funds and Accounts as recommended by WSSDA and the administration was presented for first reading.

On a motion by Director Ritter and second by Director Mizin, the Board approved an interagency agreement with the South Sound Parent-to-Parent program to provide early intervention services in the Birth-to-3 program.

The next regular meeting of the Board is scheduled for 6 p.m. Tuesday, Oct. 4, 2022, at Stevens Elementary School and via webinar.

At 6:20 p.m., President Durney recessed the meeting for an executive session expected to last xx minutes under RCW 42.30.110 (g) (to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. The meeting reconvened in regular session at 6:35 p.m.

On a motion by Director Ritter and seconded by Director Mizin, the Board approved the Personnel Report as amended to add the resignation of A'Dee Walker.

Under certificated matters, the Board approved the hiring of Jenna Doll as an elementary PE teacher (.8 FTE) with a start date to be determined, and the hiring of Sarah Durham and Hunter Birdsall as substitutes for the District.

Under classified matters the Board approved the hiring of Indigo Evensen as an ECEAP family service worker at the Hopkins Building effective September 19, Jeff Johnson as a bus driver effective September 19, and Rachel White as an MTSS assistant at St. Mary's School effective September 6; approved the retirement of Ken Ashlock, a family service worker at the Harbor Learning

RESOLUTION
2022-12 AUTHORITY
TO SEEK BIDS

POLICY 2000
STUDENT
LEARNING GOALS

POLICY 2004
ACCOUNTABILITY
GOALS

POLICY 6000
PLANNING AND
BUDGET

POLICY 6020 FUNDS
AND ACCOUNTS

SOUTH SOUND
PARENT-TO-
PARENT

NEXT MEETING

EXECUTIVE
SESSION

PERSONNEL
REPORT

CERTIFICATED

Aberdeen School Board Minutes
September 20, 2022

Center, effective September 30; accepted resignations from Indigo Evensen as a para-educator at A.J. West Elementary School effective September 16 and from A'Dee Walker as the assistant school secretary at Miller Junior High School effective September 23; and approved the hiring of Brandi Bonillas, Rachel Bowen and Erick Hayter-Ramsey as substitutes for the District.

There being no further business, the regular meeting was adjourned at 6:36 p.m.

CLASSIFIED

ADJOURN

Jeffrey Thake, Secretary

Jennifer Durney, President

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

As of October 4, 2022, the board, by a _____ vote, approves payments, totaling \$3,402.32. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: COMP TAX
Warrant Numbers 833402 through 833402, totaling \$3,402.32

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

Check Nbr	Vendor Name	Check Date	Check Amount
833402	Bank Of The Pacific (use Tax)	10/04/2022	3,402.32
1	Computer	Check(s) For a Total of	3,402.32

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As of October 4, 2022, the board, by a _____ vote, approves payments, totaling \$1,600,962.03. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE:
Warrant Numbers 833325 through 833401, totaling \$1,600,962.03

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

Check Nbr	Vendor Name	Check Date	Check Amount
833325	AASA	10/04/2022	5,200.00
833326	Aberdeen Office Equipment Inc	10/04/2022	4,973.75
833327	Aberdeen Sd #5 Revolving Fund	10/04/2022	151.47
833328	Adobe Systems Incorporated	10/04/2022	8,128.64
833329	Amazon Capital Services	10/04/2022	12,614.29
833330	ASCAP	10/04/2022	380.00
833331	Ats Automation, Inc	10/04/2022	5,826.78
833332	Awsp	10/04/2022	10,307.00
833333	Barbo Machinery & Supply LLC	10/04/2022	12,326.03
833334	Bickar, Denny	10/04/2022	720.00
833335	Centurylink	10/04/2022	1,747.96
833336	CHARLIES PRODUCE	10/04/2022	1,421.28
833337	Cintas Corporation	10/04/2022	2,641.86
833338	Claris	10/04/2022	4,308.66
833339	Comcast	10/04/2022	353.88
833340	Creative Office	10/04/2022	3,695.63
833341	Dairy Fresh Farms	10/04/2022	5,495.30
833342	DocuSign Inc	10/04/2022	10,597.34
833343	Eastside Saw & Sales Inc	10/04/2022	50.70
833344	Electrocom	10/04/2022	979.74
833345	Electude USA	10/04/2022	3,272.40
833346	ESD 112	10/04/2022	27,905.70
833347	Fastenal Company	10/04/2022	231.12
833348	FOLLETT CONTENT SOLUTIONS LLC	10/04/2022	3,933.21
833349	Franz Family Bakeries	10/04/2022	1,301.96
833350	G12 Communications LLC	10/04/2022	834.21
833351	Grays Harbor County-Enviro Hea	10/04/2022	2,310.00
833352	hand2mind, Inc.	10/04/2022	162.50
833353	Harbor Architects	10/04/2022	3,702.50
833354	Harbor Auto & Truck Parts	10/04/2022	72.68
833355	Home Depot	10/04/2022	43.50
833356	Hung Right Doors Llc	10/04/2022	403.24
833357	Ixl Learning	10/04/2022	23,250.00

Check Nbr	Vendor Name	Check Date	Check Amount
833358	KCDA Purchasing Coop.	10/04/2022	23,894.08
833359	Lakeshore Curriculum Materials	10/04/2022	2,397.58
833360	Leader Services	10/04/2022	2,286.20
833361	Lemay Inc	10/04/2022	48.79
833362	Lemay Mobile Shredding	10/04/2022	568.80
833363	Liminex Inc DBA GoGuardian	10/04/2022	18,116.01
833364	Marshall's Garden & Pet Store	10/04/2022	124.18
833365	MinuteMan Press	10/04/2022	5,836.13
833366	Mt View Locating Services Llc	10/04/2022	332.50
833367	NCERT	10/04/2022	7,500.00
833368	Northwest Textbook Depository	10/04/2022	407,523.61
833369	Northwest Evaluation Assoc	10/04/2022	8,125.00
833370	Office Depot	10/04/2022	149.97
833371	Pacifica Law Group LLP	10/04/2022	396.00
833372	PandaDoc Inc	10/04/2022	1,908.90
833373	Phoenix Sign Company Inc	10/04/2022	4,363.20
833374	Pioneer Healthcare Services LL	10/04/2022	1,620.00
833375	PNW Printworks, Llc	10/04/2022	1,092.38
833376	Pud #1 Of Grays Harbor Co	10/04/2022	1,592.38
833377	Really Great Reading Co, LLC	10/04/2022	17,382.50
833378	Renaissance Learning Inc	10/04/2022	42,802.03
833379	rethinkED	10/04/2022	7,750.80
833380	Ricoh Usa Inc	10/04/2022	510.74
833381	Robert Opfer DBA Freeman Pest	10/04/2022	376.40
833382	Rognlins Inc	10/04/2022	226,016.49
833383	School Mate	10/04/2022	6,095.50
833384	Service Alternatives Training	10/04/2022	727.40
833385	Soliant Health	10/04/2022	5,992.04
833386	SOUTHWEST WASHINGTON FOOD HUB	10/04/2022	4,662.75
833387	Ted Brown Music	10/04/2022	1,909.78
833388	Teldata Systems, Inc.	10/04/2022	1,580.30
833389	The Hello Foundation	10/04/2022	2,808.00
833390	Tke Corp	10/04/2022	5,916.44
833391	Trane Us Inc	10/04/2022	1,823.24
833392	United Schools Insurance Progr	10/04/2022	557,103.09
833393	US Foods - Seattle	10/04/2022	34,285.54
833394	Verizon Wireless	10/04/2022	3,398.26
833395	Villarreal, Nancy H	10/04/2022	800.00
833396	Warnken's Water Works Llc	10/04/2022	2,908.03
833397	Wasa Region 113	10/04/2022	175.00
833398	Westcare Clinic	10/04/2022	170.00
833399	WSIPC	10/04/2022	4,199.32
833400	YMCA	10/04/2022	17,988.15
833401	Zones, Inc	10/04/2022	6,361.19

77 Computer Check(s) For a Total of 1,600,962.03

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As of October 4, 2022, the board, by a _____ vote, approves payments, totaling \$14,190.85. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: GENERAL FUND
Warrant Numbers 833324 through 833324, totaling \$14,190.85

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

Check Nbr	Vendor Name	Check Date	Check Amount
833324	Espresso Parts Headquarters	09/29/2022	14,190.85
1	Computer	Check(s) For a Total of	14,190.85

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As of October 4, 2022, the board, by a _____ vote, approves payments, totaling \$2,179,955.63. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE:
Warrant Numbers 833296 through 833323, totaling \$2,179,955.63

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

Check Nbr	Vendor Name	Check Date	Check Amount
833296	1st Security Bank-Child Suppo	09/30/2022	781.53
833297	Aberdeen High School-AHS Schol	09/30/2022	85.00
833298	Aberdeen S.D.#5	09/30/2022	669.33
833299	Aberdeen School District-SERS	09/30/2022	177,475.91
833300	Aberdeen School District-TRS	09/30/2022	500,900.80
833301	Aberdeen School District Defer	09/30/2022	23,020.00
833302	AllState	09/30/2022	1,908.47
833303	Bank Of The Pacific	09/30/2022	795,054.97
833304	Cnty/city Mun Ees	09/30/2022	3,043.08
833305	Dynamic Collectors	09/30/2022	820.87
833306	E.S.D.#113 Unemployment Coop	09/30/2022	18,006.29
833307	Ed.Serv.Dist.#113	09/30/2022	40,432.90
833308	Employment Security	09/30/2022	19,157.06
833309	GESA	09/30/2022	6,635.00
833310	HCA-SEBB BENEFITS-600D01	09/30/2022	523,976.00
833311	HCA-SEBB FLEX SPEND-600D01	09/30/2022	3,533.39
833312	HEALTH EQUITY (HSA)	09/30/2022	400.00
833313	Legal Shield	09/30/2022	63.80
833314	Pse Of Wa	09/30/2022	6,368.23
833315	The Standard Insurance Company	09/30/2022	6,280.76
833316	Tsa Consulting Group Inc	09/30/2022	12,122.00
833317	Twin Star Credit Union	09/30/2022	260.00
833318	Twin Star Scholarship Acct	09/30/2022	62.50
833319	Twinstar Pse Local Dues	09/30/2022	62.00
833320	United Way	09/30/2022	372.38
833321	Veba Contributions-Y1286.001	09/30/2022	15,875.05
833322	Wa State School Ret Assn	09/30/2022	28.00
833323	Wea Payroll Deductions	09/30/2022	22,560.31

28 Computer Check(s) For a Total of 2,179,955.63

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

As of October 4, 2022, the board, by a _____ vote, approves payments, totaling \$2,235,249.44. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE:
Warrant Numbers 833295 through 833295, totaling \$2,235,249.44

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

Check Nbr	Vendor Name	Check Date	Check Amount
833295	1ST SECURITY BANK PAYROLL/PERS	09/29/2022	2,235,249.44
1	Computer	Check(s) For a Total of	2,235,249.44

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

As of October 4, 2022, the board, by a _____ vote, approves payments, totaling \$84,211.53. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: GENERAL FUND
Warrant Numbers 833294 through 833294, totaling \$84,211.53

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

Check Nbr	Vendor Name	Check Date	Check Amount
833294	Western Washington Constructio	09/23/2022	84,211.53
1	Computer	Check(s) For a Total of	84,211.53

STUDENT LEARNING GOALS

~~The goal of the school district shall be to provide opportunities for all students~~ A basic education is an evolving program of instruction that is intended to become responsible and respectful global citizens, to contribute to their economic well-being and that of their families and communities, to explore and understand different perspectives and to enjoy productive and satisfying lives. ~~Additionally, a~~ With the involvement of parent and community members, the goal of the district is to provide opportunities for ~~each~~ every student to develop ~~specific academic and technical~~ the skills and knowledge essential to ~~meeting four student learning goals:~~

- A. Read with comprehension, write effectively, and communicate successfully in a variety of ways and settings and with a variety of audiences;
- B. Know and apply the core concepts and principles of mathematics; social, physical, and life sciences; civics and history; including different cultures and participation in representative government; geography; arts; and health and fitness;
- C. Think analytically, logically, and creatively, and to integrate technology literacy and fluency as well as different experiences and knowledge to form reasoned judgments and solve problems; and
- D. Understand the importance of work and finance and how performance, effort, and decisions directly affect future career and educational opportunities.

These goals will be placed within a context of a performance-based educational system in which high standards are set for all students. Parents are primary partners in the education of their children, and students take responsibility for their learning. How instruction is provided to meet these learning goals is the decision of the school board and district educators. An assessment system for determining if students have successfully learned the essential academic learning requirements based on the student learning goals shall be adopted by the district as ~~the state board of education implements these assessments~~ required by state law.

Legal References:	RCW 28A.150.210 28A.655.010	Basic Education Act – <u>Goals of school districts</u> Washington commission on student learning - Definitions
Adoption Date:	04/16/96	
Revised:	03/16/99, 06/06/06, 2/05/08, _____	

Adopting Performance Improvement Goals

Annually, the board will do the following:

1. Adopt district-wide performance improvement goals for the measures included in the Washington school improvement framework.
2. Direct each school in the district that enrolls students in grades three through eight and/or high school to establish goals to increase the measures included in the Washington school improvement framework consistent with state and district goals.

The district and each school in the district will establish English language arts and mathematics improvement goals using the requirements of the Elementary and Secondary Education Act (the “ESEA”) to determine the increase in requirements described above for all students and for each of the groups required by the ESEA.

The district and each school will establish annual performance improvement goals in accordance with the following:

1. As a starting point for determining annual performance improvement goals, the district and each school will use the most recently available results of the school improvement framework.
2. The performance improvement goals for assessments administered in the spring of 2027 must be consistent with the goals outlined in the state consolidated plan. At a minimum, the district and each school must adopt the following goals:
 - a. Ninety percent of students eligible to be assessed will meet standard on the required state assessments.
 - b. The graduation rate for all students and each of the groups required by the ESEA will not be less than ninety percent.
 - c. Performance improvement goals using the requirements of the ESEA to determine the increase in the percentage of students making progress toward English language proficiency included in the Washington school improvement framework. [The language in 2.c. is only necessary if the district administers the English language proficiency assessment described in the Washington accountability plan approved by the U.S. Department of Education.]
3. The district and each school must establish goals for each of the Washington school improvement framework indicators for all students and for each of the groups required by the ESEA.

Reporting Progress

Annually, the board will report the following information at a public meeting and in writing:

1. The district’s performance improvement goals;

2. Student performance relative to the goals; and
3. District and building plans to achieve the goals, including curriculum and instruction, parent and guardian involvement, and resources available to parents and guardians to assist students in meeting the state standards.

Annually, the district will report the district's progress toward meeting the district and building goals in a news release to local media.

In each school's annual performance report, the district will include school-level goals, student performance relative to the goals, and a summary of school-level plans to achieve the goals.

Cross References:	Policy 4000	Public Information Program
Legal References:	RCW 28A.655.100	Performance goals – Reporting requirements
	WAC 180-105-020	Reading and mathematics
	WAC 180-105-060	High school graduation
	RCW 28A.655.110	Annual school performance report—Model report form
	WAC 180-105-040	Definitions

Adoption Date: 10/19/99
 Revised: 11/15/00, 12/04/01, 12/16/03, 06/06/06, 12/03/13, _____

ACCOUNTABILITY GOALS

A. High School Graduation Rate Goals

The board will annually adopt district-wide graduation goals and direct each high school to annually establish goals subject to board approval, to increase the percentage of on-time graduates receiving a high school diploma.

The minimum graduation rate goals through 2013 shall be as defined in WAC 180-105-060. Graduation rate goals in 2014 and each year thereafter for each group of students, identified in federal requirements, shall not be less than eighty-five percent (85%).

B. District and School Reading and Mathematics Improvement Goals

The board will adopt district-wide performance improvement goals for reading and mathematics and direct each school in the district that administers the statewide assessment to adopt performance improvement goals to increase the percentage of students meeting the standard in reading and mathematics.

The following goals and calculation methodologies will be established to measure and improve student achievement in reading and mathematics within the grade-level bands as measured by the statewide assessment and will be administered as required by state and federal law.

1. The baseline of achievement for the district and schools within the grade-level bands on the reading and mathematics assessments are the starting points established using the federal requirements in the Washington State No Child Left Behind (NCLB) Accountability Plan.
2. The goal for the district and for each school is to increase the percentage of students in the following categories that meet or exceed the reading and mathematics improvement goals on the state uniform bar as established using the federal requirements in the Washington State No Child Left Behind (NCLB) Accountability Plan:
 - a. All students;
 - b. Students of each major racial and ethnic group;
 - c. Economically disadvantaged students;
 - d. Students served in Special Education; and
 - e. Students served in the state's Transitional Bilingual Instructional Program.

3. The district and all schools will demonstrate satisfactory progress toward the performance improvement goals by meeting the federal requirements or by showing improvements using the alternative “Safe Harbor” calculation.

Once a year the board will issue a report to parents and present it in a public meeting. The report shall include the following:

1. The district’s and buildings’ improvement goals.
2. Student performance relative to the goals.
3. District and building plans to achieve the goals, including, curriculum and instruction, parent and guardian involvement, and resources available to parents and guardians to assist students in meeting the state standards.

Annually, the district will report in a news release the district’s progress toward meeting the district and building goals. The report will also be included in each school’s annual school report.

Legal References:	RCW 28A.655.100	Performance goals—Reporting requirements
	WAC 180-105-020	Reading and Mathematics
	180-105-060	High School Graduation

Adoption Date: 10/19/99
Revised: 11/15/00, 12/04/01, 12/16/03, 06/06/06; 12/03/13

PROGRAM PLANNING, BUDGET PREPARATION, ADOPTION AND IMPLEMENTATION

A district's annual budget is tangible evidence of the board's commitment toward fulfilling the aims and objectives of the instructional program and providing for the efficient and effective operation of the district. The budget expresses in specific terms the services to be provided, consistent with immediate and long-range goals and resources available and establishes priorities within broad program areas such as basic education, other separately funded programs, and support services. Each year a budget will be prepared for the ensuing fiscal year. The budget will set forth the complete financial plan of the district for the ensuing fiscal year.

Prior to presentation of the proposed budget for adoption, the superintendent or designee will prepare for the board's study and consideration appropriate documentation supporting his/her recommendations, which will be designed to meet the needs of students within the limits of anticipated revenues consistent with reasonable management practices. Program planning and budget development will provide for staff participation and the sharing of information with community members prior to action by the board.

Fiscal Year

The district fiscal year will begin September 1 each year and will continue through August 31 of the succeeding calendar year.

Notice and Conduct of Budget Hearings

Budget Preparation, Notice, and Submission to ESD and OSPI

On or before the 10th day of July in each year, the district shall prepare the budget for the ensuing fiscal year. The annual budget development process shall include the development or update of a four-year budget plan that includes a four-year enrollment projection. The four-year budget plan must include an estimate of funding necessary to maintain the continuing costs of program and service levels and any existing supplemental contract obligations.

The completed budget must include a summary of the four-year budget plan and set forth the complete financial plan of the district for the ensuing fiscal year.

Upon completion of the proposed district budget, for the ensuing school year, notice shall be published in a local paper of general circulation in two successive weeks announcing the date, time and place of the budget hearing as required by law. The notice shall also state that any person may appear and be heard for or against any part of such budget. The last notice shall be published no less than seven days prior to the hearing. The district will electronically publish a notice stating that the district has completed the budget, posted it electronically, placed it on file in the district administration office, and that a copy of the budget and a summary of the four-year budget plan will be furnished to any person who calls upon the district for it.

~~The district shall submit one (1) copy of its budget to its educational service district for review and comment.~~

By July 10th, the district will submit a copy of the budget and four-year budget plan to its educational service district and to the Office of the Superintendent of Public Instruction for review and comment, unless the superintendent of public instruction has delayed the date because the state operating budget was not adopted by June 1st.

Budget Notice, Hearing, Adoption, and Filing

~~No later than August 31, the budget for the ensuing school year shall be adopted by board resolution following a public hearing. Such action shall be recorded in the official minutes of the board. Copies of the budget as adopted shall be filed with the educational service district by September 3. Copies of the budget will be filed with the Superintendent of Public Instruction by September 10.~~

The board of directors will meet to fix and adopt the budget for the ensuing fiscal year. The district will provide notice of the meeting. The notice will designate the date, time, and place of the meeting. The notice will also state that any person may appear at the meeting and be heard for or against any part of the budget, the four-year budget plan, or any proposed changes to uses of enrichment funding. The district will publish the notice electronically and will publish it at least once each week for two consecutive weeks in a newspaper of general circulation in the district (or if there is none in the district, in a newspaper of general circulation in the county or counties in which the district is a part). The last notice will be published no later than seven days before the meeting.

On the day given in the notice, the board of directors will meet at the time and place designated. At the meeting, the board of directors will fix and determine the appropriation from each fund contained in the budget separately; will by resolution adopt the budget, the four-year budget plan summary, and the four- year enrollment projection; and will record its action in the official minutes. (First Class District Provision: Copies of the budget as adopted will be filed with the education service district for review.) (Second Class District Provision: Copies of the budget as adopted will be filed with the educational service district for review, alteration, and approval by the budget review committee.) Copies of the budget will be filed with the superintendent of public instruction.

The dates for adoption and filing are as follows:

1. Budget adopted by August 31;
2. Budget filed with ESD by September 3, and
3. Budget filed with OSPI by September 10.

Budget Implementation

The board places responsibility with the superintendent or designee for administering the operating budget, once adopted. All actions of the superintendent or designee in executing the programs and/or activities as set forth in the adopted operating budget are authorized subject to the following provisions:

- A. Expenditure of funds for the employment and assignment of staff meet the legal requirements of the state of Washington and adopted board policies;
- B. Funds held in reserve accounts (General fund #810-890) for self-insurance and other such contingencies may not be expended unless approved for purposes designated by the board;
- C. Complete listing of expenditures for supplies, materials and services is presented for board approval and/or ratification;
- D. Purchases are made according to the legal requirements of the state of Washington and adopted board policy;
- E. Funds may be transferred from one budget classification to another subject to such restrictions as may be imposed by the board;
- F. The superintendent ~~or designee shall~~ will be responsible for establishing procedures to authorize and control the payroll operations of the district; ~~and the board may act on behalf of individual staff to deduct a certain amount from the staff member's paycheck and remit an agreed amount to a designee of the staff member. No involuntary deduction may be made from the wages of a staff member except for federal income tax, social security, medical aid, and state retirement or in compliance with a court order such as garnishment.~~
- G. Financial reports are submitted to the board each month.

Policy References:	5111 — Employment of Staff 5313 — Payroll Deductions <u>6213</u> <u>Reimbursement for Travel Expenses</u> <u>5005</u> <u>Employment and Volunteers: Disclosures, Certification Requirements, Assurances and Approval</u>
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Legal References: classifications	RCW28A.300.060 Studies and adoption of For school district budgets — Publication RCW 28A.320.010 Corporate powers RCW 28A.320.020 Liability for debts and judgments RCW28A.320.090 Preparing & distributing information on district's instructional program, operation and maintenance — Limitation RCW 28A.330.100 Additional powers of the board RCW 28A.400.300 Hiring and discharging employees — Written leave policies — Seniority
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	and leave benefits of employees transferring between school districts and other educational employers.
RCW 28A.505.040	Budget — Notice of completion — Copies — Review by ESD
RCW 28A.505.050	Budget — Notice of meeting to adopt
RCW 28A.505.060	Budget — Hearing and adoption of — Copies filed with ESDs
RCW 28A.505.080	Budget — Disposition of copies
RCW 28A.505.150	Budgeted expenditures as appropriations — Interim expenditures — Transfer between budget classes — Liability for nonbudgeted expenditures
Chapter 28A.510 RCW	Apportionment to District — District Accounting
WAC 392-123-054	Time Schedule for Budget
<u>RCW 28A.400.240</u>	<u>Deferred compensation plan for school district or educational service district employees—</u> <u>Limitations.</u>
<u>RCW 28A.400.250</u>	<u>Tax deferred annuities—Regulated company stock</u>
<u>RCW 28A.400.280</u>	<u>Employee benefits—Employer contributions—Optional benefits—</u> <u>Annual report</u>
<u>RCW 28A.405.400</u>	<u>Payroll deductions authorized for employees</u>
<u>RCW 28A.405.410</u>	<u>Payroll deductions authorized for certificated employees—Savings</u>
<u>RCW 41.04.020</u>	<u>Public employees—Payroll deductions authorized</u>
<u>RCW 41.04.035</u>	<u>Salary and wage deductions for contributions to charitable agencies—United Fund defined—</u> <u>Includes Washington state combined fund drive</u>
<u>RCW 41.04.036</u>	<u>Salary and wage deductions for contributions to charitable agencies—Deduction and payment to United Fund or Washington state combined fund drive—Rules, procedures</u>
<u>RCW 41.04.230</u>	<u>Payroll deductions authorized</u>
<u>RCW 41.04.233</u>	<u>Payroll deductions for capitation</u>

RCW 41.04.245

payment to health maintenance organizations
Payroll deductions to a bank, savings bank, credit union, or savings and loan association

Adoption Date: 02/06/96
Revised: 08/17/04; _____

SYSTEM OF FUNDS AND ACCOUNTS

The district will maintain a system of funds with the county treasurer in accordance with state law and the accounting manual approved by the State Superintendent of Public Instruction. Below is a description of the district's system of funds.

A-~~General~~ Fund

The General Fund (GF) is financed primarily from local taxes, state support funds, federal grants, and local receipts. These revenues are used specifically for financing the ordinary and legally authorized operations of the district for all grades. The GF fund includes moneys ~~which have that has~~ been segregated for the purpose of carrying on specific activities including, but not limited to, such as the basic program, the program for the handicapped and so on and special education programs. The GF fund is managed in accordance with special regulations, restrictions, and limitations— and constitutes an independent fiscal and accounting entity.

As a part of its GF, the district has a local revenue subfund to account for the district's operations that are paid for with local revenues.

The following local revenues will be deposited in the district's local revenue subfund:

1. Enrichment levies and transportation levies collected under RCW 82.52.053;
2. Local assistance funding received under chapter RCW 28A.500 RCW; and
3. Other local revenues such as, but not limited to, grants, donations, and state and federal payment in lieu of taxes, or local revenues that operate as an offset to the district's basic education allocation under RCW 28A.150.250.

The district will track expenditures from the subfund to account for the expenditures based on each of the streams of revenue described above.

B~~Capital~~ Projects Fund

The Capital Projects Fund (CPF) contains ~~the~~:

1. Proceeds from the sale of voted bonds (unlimited tax general obligation bonds) and non-voted bonds (limited general obligation bonds);
2. ~~school construction matching moneys,~~ State of Washington financing assistance (state matching moneys);
3. Transfers from the district's basic education allotment;
4. The proceeds of special levies earmarked for building purposes;
5. ~~Earnings from Capital Projects Fund investments, growth management impact fees, state environmental protection act mitigation payments; and~~
6. Rental or lease proceeds and proceeds from the sale of property.

~~Permissible expenditures from the sale of bonds, including the interest earnings, thereof may include the acquisition of land or existing buildings improvements to buildings and/or remodeling of buildings, or initial equipment, provided the proposition approved by the voters authorizing the raising of such moneys includes these items.~~

The district may use proceeds from the sale of bonds, including the interest earnings, thereof, for capital purposes including, but not limited to, the following purposes:

1. Funding outstanding indebtedness or bonds already issued;
2. Purchasing sites for buildings, playgrounds, physical education, and athletic facilities;
3. Erecting buildings and furnishing those buildings with the necessary furniture, apparatuses, and equipment;
4. Improving the energy efficiency of the district's buildings and/or installing systems and components to utilize renewable and/or inexhaustible energy resources; and
5. Making major or minor structural changes and structural additions to buildings, structures, facilities, and sites.

~~Proceeds from other sources may be used for major renovation and replacement including but not limited to roofing, heating and ventilating systems, floor covering and electrical systems; renovation of play fields and other district real property; and energy audits and capital improvements and major items of equipment, furniture, and implementing technology systems, facilities and projects, including acquiring hardware, licensing software, and online applications that are an integral part of the district's technology systems. Any residue within the fund left over exclusively from an excess levy for a specific purpose must be transferred to the general fund and subsequent tax collections shall be credited to the general fund by the county treasurer. Any residue from the sale of bonds and interest on investments must be transferred to the debt service fund when no longer needed for the purpose for which it was raised.~~

All other money deposited into the CPF may be used for the following purposes:

1. Making major renovations to and replacing facilities and systems where periodical repairs are no longer economical or to extend the useful life of the facility or system beyond its original planned useful life, including but not limited to replacing or refurbishing roofs, exterior walls, windows, heating and ventilating systems, floor covering in classrooms and public common areas, and electrical and plumbing systems;
2. Renovating and rehabilitating playfields, athletic fields, and other district real property;
3. Conducting preliminary energy audits and energy audits of district buildings and making energy capital improvements that are identified as being cost-effective in the audits;
4. Purchasing or installing additional major items of equipment and furniture;
5. Paying the costs associated with implementing technology systems, facilities, and projects—including acquiring hardware licenses, licensing software, and online applications—and paying the costs associated with training related to the installation of such systems, facilities, and projects;

6. Paying the costs associated with the application and modernization of technology systems for operations and instruction—including, but not limited to, the ongoing fees for online applications, subscriptions, or software licenses, including upgrades and incidental services—and paying for ongoing training related to the installation and integration of such products and services (to the extent funds are used for this purpose, the district will transfer the portion of the capital project funds used to the district’s GF); and
7. Repairing major equipment, painting facilities, and performing other preventative maintenance (to the extent funds are used for this purpose, the district will transfer the portion of the capital project funds used to the district’s GF).

After holding a public hearing, the board may determine by resolution to use any money from the sale of voted bonds and investment earnings thereon remaining after the authorized capital improvements have been completed to acquire, construct, install, equip and make other capital improvements to the district’s facilities or to retire and/or defease a portion of voted bonds.

Investment earnings derived from other sources in the CPF should be retained in the CPF and used for statutorily authorized purposes. The district may transfer investment earnings in the CPF that have not been derived from voted bond proceeds to a different fund if the earnings are used only for instructional supplies, equipment, or capital outlay purposes. The superintendent should consult the board and appropriate district staff prior to altering the use of voted bond proceeds and transferring investment earnings out of the CPF.

Debt Service Fund

The money in the Debt Service Fund (DSF) is for the redemption of outstanding bonds and the payment of bond interest. used to pay for the principal of and interest on outstanding voted and non-voted bonds. The fund is not a warrant fund. Disbursements are made, by the county treasurer, by means of treasurer’s checks. Provision shall will be made annually for the making of a levy sufficient to meet the annual payments of principal and semiannual payments of interest. The district may transfer surplus investment earnings from the DSF to any other school district fund as long as such earnings are spent only for instructional supplies, equipment, or capital outlay purposes. The district may transfer such investment earnings to other school district funds unless the resolution authorizing the voted bonds requires investment earnings to remain in the DSF to secure payment of voted bonds, thereby reducing future tax collections and the corresponding tax levy rate. The superintendent should consult with the board and appropriate staff prior to transferring interest earnings out of the DSF.

Non-voted bonds are required to be repaid from the school district’s DSF, rather than the fund that actually received the non-voted bond proceeds. As a result, to pay the principal of and interest on the non-voted bond, an operating transfer must be used from the CPF (or other fund) to the DSF. The school district should create a separate account within the DSF to repay the non-voted bond. The district should internally segregate the money pledged to repay the non-voted bond from any excess property taxes deposited in the DSF for the repayment of voted bonds.

Prior to the issuance of a non-voted bond, the superintendent or a designee will review the repayment process with the board and the county treasurer. The proceeds from the sale of real

property may be placed in the DSF or CPF, except for the amount required to be expended for the costs associated with the sale of such property.

Associated Student Body Program Fund

The board is responsible for the protection and control of student body financial resources just as it is for other public funds placed in its custody. The financial resources of the Associated Student Body Program Fund (ASB Fund) are for the benefit of students. Student involvement in the decision-making processes related to the use of ~~these funds~~ this money is an integral part of the associated student body, except that the board may delegate the authority to a staff member to act as the associated student body for any school that does not contain a grade higher than grade six.

Money in the ASB Fund funds are is public funds money and may not be used to support or oppose any political candidate or ballot measure. Moneys raised by students through recognized student body organizations will be deposited in and disbursed from the fund maintained by the county treasurer. The ASB Fund is subject to management and accounting procedures ~~which~~ that are similar to those required for all other district moneys. ASB constitutions ~~shall~~ will provide for participation by ASB representatives in the decisions to budget for and disburse ASB Fund moneys. Private non-associated student body fund moneys raised for scholarships, student exchanges, and charitable purposes will be held in trust by the district.

Transportation Vehicle Fund

The Transportation Vehicle Fund (TVF) includes:

1. The proceeds from the sale of transportation vehicles;
2. Lease, rental, or occasional use of surplus buses;
3. Depreciation reimbursement for district-owned buses;
4. Proceeds of TVF levies;
5. Optional transfers from the GF; and
6. Investment funds coming from the TVF.

The TVF may be used to purchase ~~and/or rebuild buses on a contract or cash basis.~~ school buses or to pay for major repairs to school buses. Money may be transferred from the TVF to the DSF exclusively for the payment of debt and interest ~~incurred by the transportation vehicle fund.~~ associated with purchase agreements for school buses, including lease purchase agreements. ~~Such a transfer of moneys from the transportation vehicle fund with the meaning of RCW 28A.160.130~~

Skill Center Minor Repair and Maintenance Capital Account

A host district of a cooperative skill center must maintain a separate minor repair and maintenance capital account for facilities constructed or renovated with state funding. Participating districts must make annual deposits into the account to pay for future minor repair and maintenance costs of those facilities. The host district has authority to collect those deposits by charging participating districts an annual per-pupil facility fee.

Bank Accounts

The district ~~shall~~will maintain a system of bank accounts as follows:

1. A district depository and/or transmittal bank account;
2. An associated student body imprest bank account for each school having an associated student body organization approved by the board; and
3. Petty cash accounts in such numbers as are necessary to meet the petty cash needs of the schools and divisions of the district.

The board may authorize the establishment of such accounts. Each petty cash account will be approved by the board. A custodian ~~shall~~will be appointed for these accounts, who ~~shall~~will be independent of invoice processing, check signing, general accounting and cash receipt functions. If this separation of functions is not feasible, another employee who is independent of those functions ~~shall~~will be responsible for reviewing the management of each account.

Cross References:

6030
3510
6100

Financial Reports

Associated Student Bodies
Revenues From Local, State and
Federal Sources

Legal References:

WAC 392-142-260
WAC 392-142-255
RCW 28A.245.100
RCW 28A.160.130
RCW 28A.320.320
~~RCW 39.44~~
~~RCW 42.17.130~~
RCW 28A.320.330
RCW 28A.325.010
RCW 28A.325.020

Allowable use of the transportation vehicle fund
Deposit of payments in the transportation vehicle fund
Minor repair and maintenance capital accounts
Transportation vehicle fund—
Deposits in—Use—Rules for establishment and use
Investment of funds of district—
Service fee
~~Bonds—Form, Terms of sale, Payment, etc.~~
~~Forbids use of public office or agency facilities in campaigns~~
School funds enumerated —
Deposits — Uses
Fees for optional noncredit extracurricular events — Disposition
Associated student bodies — Powers

RCW 28A.325.030	and responsibilities affecting Associated Student Body program fund — Fund — raising activities — Non associated student body program fund moneys
RCW 28A.335.060	Surplus school property — Rental, lease or use of — disposition of moneys received from
RCW 28A.505.140	Rules for budgetary procedures— Review by superintendent— Separate accounting of state and local revenues—Notice of irregularity—Budget revisions
<u>RCW 28A.530.010</u>	<u>Directors may borrow money, issue bonds</u>
<u>RCW 28A.530.020</u>	<u>Bond issuance — Election — Resolution to specify purposes</u>
<u>RCW 28A.530.080</u>	<u>Additional authority to contract indebtedness--Notice</u>
<u>RCW 42.17A.555</u>	<u>Use of public office or agency facilities in campaigns — Prohibition — Exceptions</u>
RCW 43.09.200	Local Government Accounting — Uniform system of accounting
RCW 43.09.210	Local Government Accounting Separate accounts for each fund or activity — Exemptions
<u>RCW 84.52.053</u>	<u>Levies by school districts authorized — When — Procedure</u>
<u>RCW 84.52.056</u>	<u>Excess levies for capital purposes authorized</u>
WAC 392-123	Finance — School District Budgeting
WAC 392-138	Finance — ASB Moneys
WAC 392-138-055	Imprest bank checking account
WAC 392-138-060	Petty cash funds

Adopted: 08/17/04
Revised: 02/21/06; _____

Stevens Elementary Huskies





Demographics

347 Total Student Enrollment (including preschool)

22.6% English Language Learners (ELL)

87% Free & Reduced

17.8% SpEd

1.5% Highly Capable



Stevens School District Strategic Plan

1. Stevens Huskies will reduce the number of Office Discipline Referrals by 10% from the 2021-2022 school year.
1. 80% of all Stevens Huskies will reach 100% of their expected growth in ELA based on the iReady assessment.
1. Stevens will reduce the number of absences by 5% from the 2021-2022 school year.

Multi- Year Behavior Data (PBIS)

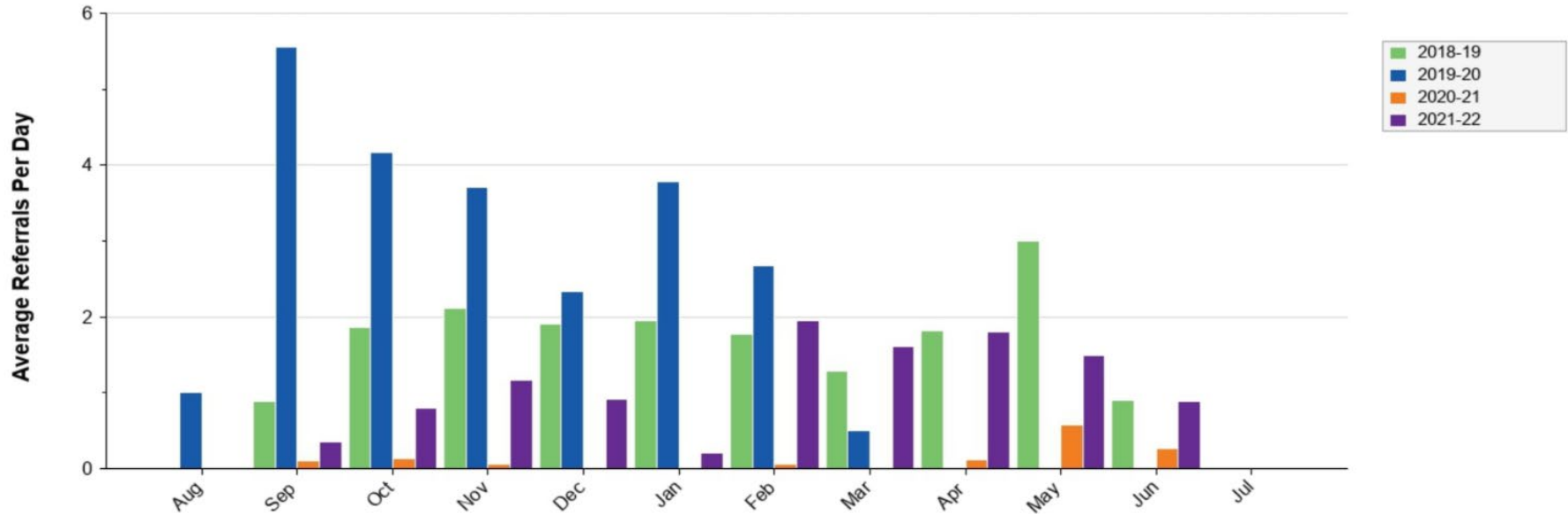


Average Referrals Per Day Per Month - Multi-Year



Average Referrals Per Day Per Month - Multi-Year

All, 2018-19 - 2021-22



Stevens Husky Habits

Husky Habits:

Be Respectful

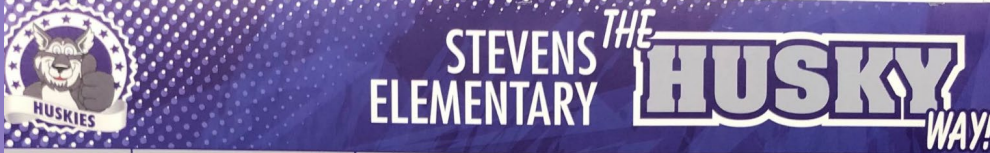
















Be Responsible

Be Safe

Be Kind



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"Everyday we live the Husky Way!"				
	BE RESPECTFUL	BE RESPONSIBLE	BE SAFE	BE KIND
CAFETERIA	<ul style="list-style-type: none"> Follow adult directions Wait in line patiently 	<ul style="list-style-type: none"> Find a seat quickly Use your time to eat Stay seated Keep it clean 	<ul style="list-style-type: none"> Face forward in line Walking feet Two hands on tray 	<ul style="list-style-type: none"> Help others Kind words and actions Use manner
BATHROOM	<ul style="list-style-type: none"> Respect other's privacy Wait your turn Return to class quickly 	<ul style="list-style-type: none"> Flush the toilet Wash hands Keep it clean 	<ul style="list-style-type: none"> Walk safely in and out 	<ul style="list-style-type: none"> Use manners Report concerns to an adult 
HALLWAYS	<ul style="list-style-type: none"> Admire hallway art with eyes Follow adult directions 	<ul style="list-style-type: none"> Face forward Stay with class 	<ul style="list-style-type: none"> Walking feet Walk on the edges 	<ul style="list-style-type: none"> Hold the door for others Say excuse me
PLAYGROUND	<ul style="list-style-type: none"> Follow game rules Keep playground clean 	<ul style="list-style-type: none"> Use Kelso's Choices Report problems to playground staff Bell rings, line up 	<ul style="list-style-type: none"> Use playground equipment and toys correctly Stay in fenced areas 	<ul style="list-style-type: none"> Kind words and actions Include everyone Be polite 
LIBRARY	<ul style="list-style-type: none"> Take care of books Respect other's reading 	<ul style="list-style-type: none"> Use shelf markers correctly Return books to proper place and on time 	<ul style="list-style-type: none"> Walking feet Ask for help with out of reach books Sit on the risers 	<ul style="list-style-type: none"> Give damaged books to the librarian 
ASSEMBLY	<ul style="list-style-type: none"> Be attentive 	<ul style="list-style-type: none"> Participate when expected Sit cross-cross 	<ul style="list-style-type: none"> Walk in and out safely Wait your turn 	<ul style="list-style-type: none"> Clap nicely at appropriate times Be a role model
ALL SETTINGS	HANDS, FEET, AND OBJECTS TO SELF IN ALL AREAS 			



STEVENS ELEMENTARY

HUSKIES

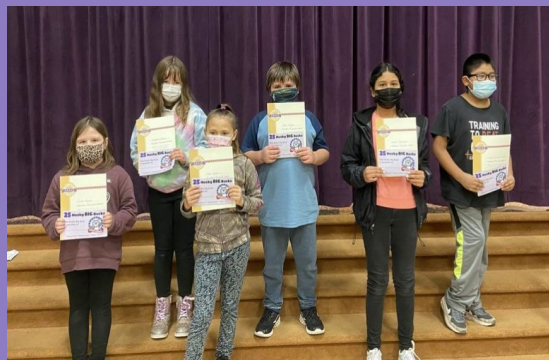
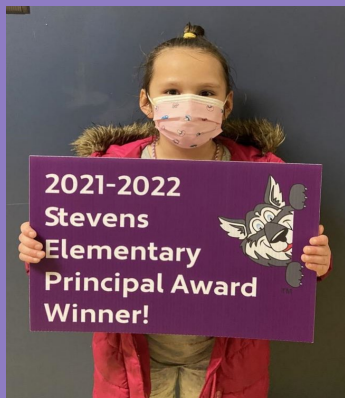
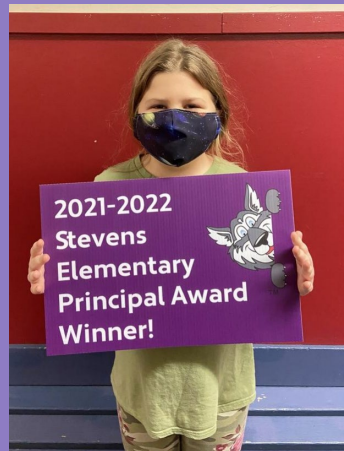
VOICE LEVELS

 <p>MAX VOICE LEVEL 0 Silent</p>	 <p>MAX VOICE LEVEL 1 Whisper</p>	 <p>MAX VOICE LEVEL 2 Indoor Voice</p>	 <p>MAX VOICE LEVEL 3 Outdoor Voice</p>
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PBIS Assemblies:

- Principal Award
- Husky Habit Award
- Recess Award
- Golden Shoe
- Golden Dustpan
- Music Award
- Attendance Recognition



WELCOME TO STEVENS!

You are now a Husky, with Husky FRIENDS,
and are part of our Husky COMMUNITY.

We have Husky Habits, and a
HUSKY WAY of doing things.

So when you make a DECISION
ask, "Is it *Respectful, Responsible,
Safe, and Kind?*"

**Every day is
a GREAT day
to live the
HUSKY WAY!**



Return of the Stevens Huskies ASB!

2021-2022 Stevens ASB

President: Misty Mull

Vice President: Olivia Wood

Treasurer: Annie Leslie

Secretary: Imanol Fonseca

Sergeant at Arms: Luis Morales

ASB Advisors:

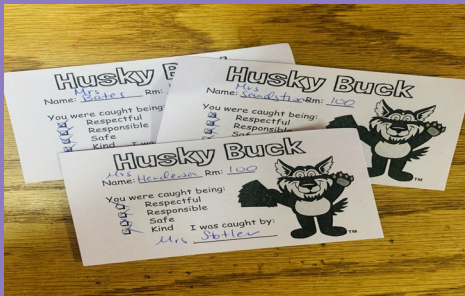
Breanna Gentry

Heather Berentsen



ASB Activities: Spirit Weeks, Assembly Help, Pencil Gram Fundraiser, & Recess Rodeo Videos

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Paper Husky Bucks
Online ordering
Item/Order deliveries

Experience Based Incentives:

Positive phone call home

Picture with Trusty the Husky

Principal for the day

<https://drive.google.com/drive/u/0/my-drive>

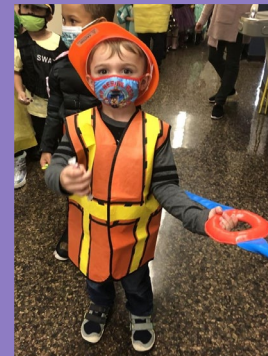
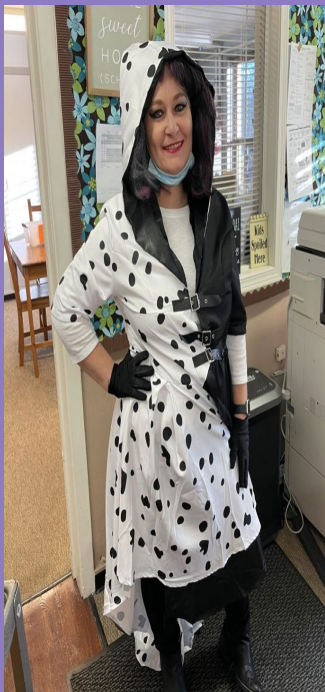
Lunch with a staff member

Morning Announcement Shout Outs

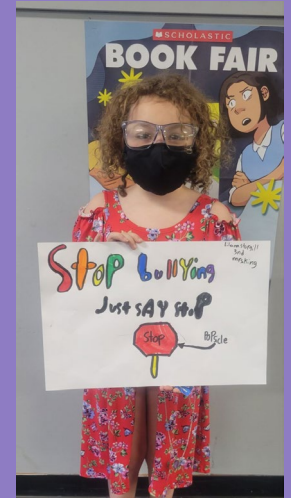
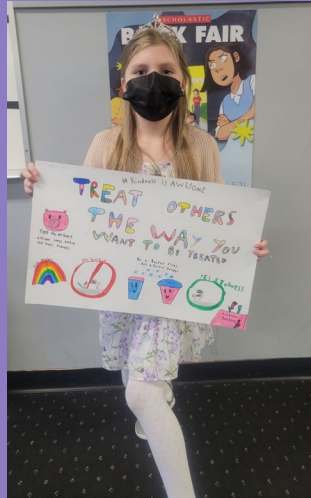
Pet Show & Tell



Husky Spirit



October Bully Prevention Month!



Bullying Awareness lessons with Ms. Sturgill
Bully Prevention Poster Contest
Blue Shirt Tuesday's
Principal Read Aloud with a Bully Awareness focus

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Annual School Focus



Layered
ELA
Approach

ALL STUDENTS
Individualized Digital
Pathways

- i-Ready
Tier 1 interventions

SOME STUDENTS
Embedded in the
core classroom, small
group interventions

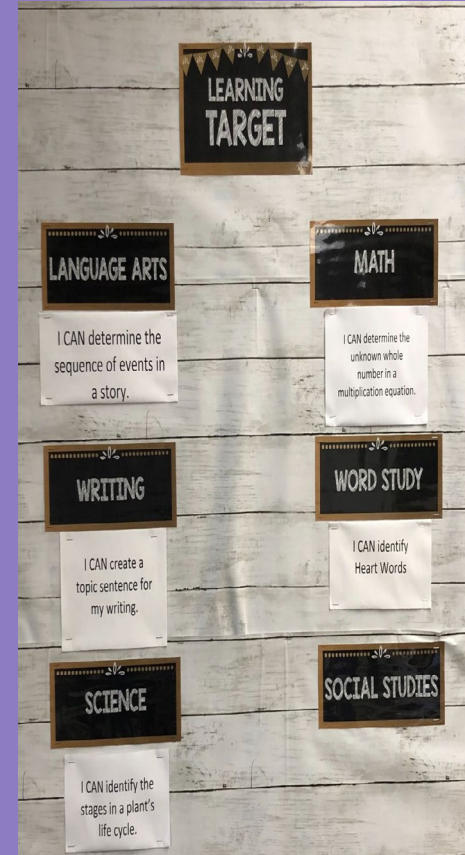
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School- Wide Commitments to Learning:

- 60 minute uninterrupted ELA block
- 30 minute MTSS intervention
- 30 minute EL intervention
- Grade Level Data Action Meetings
- School Improvement goals linked to student progress and growth on iReady

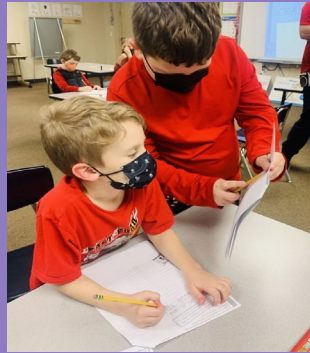
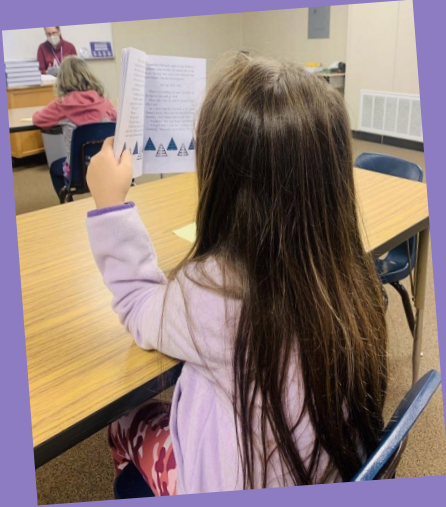
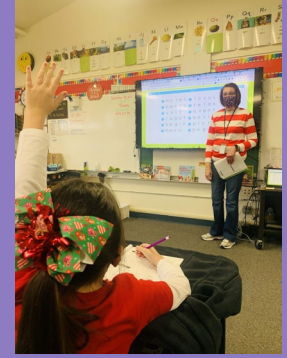




MTSS updates

Intervention System

- * Serving over 115 students
- * Daily in a push-in, pull-out, or walk-to WIN intervention model.



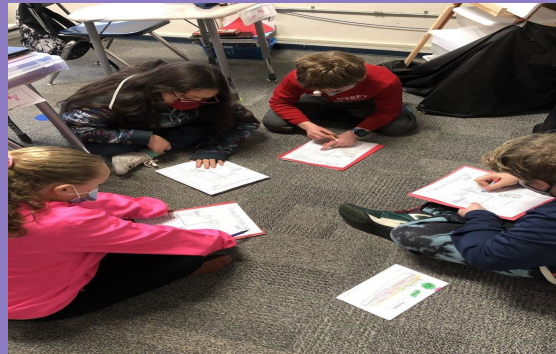
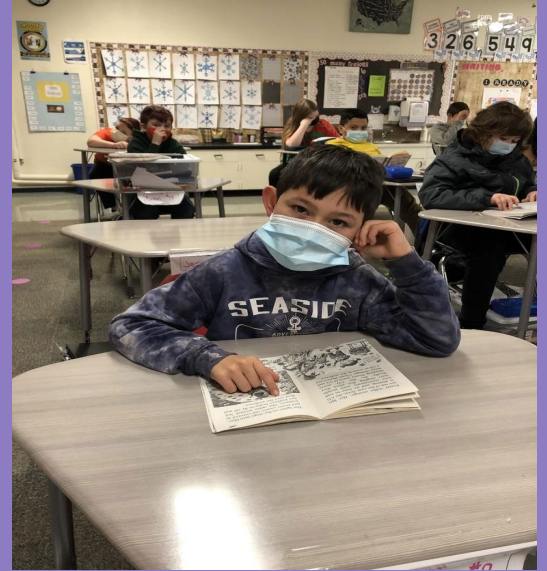
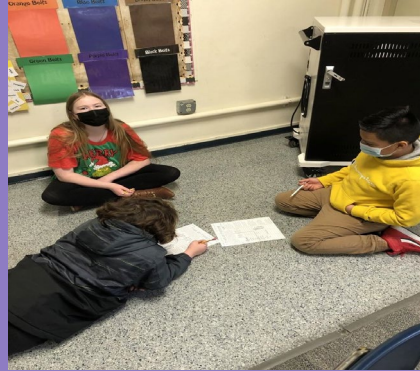
MTSS Group Schedules
Intervention WIN Block: Fall Start Groups 2022-23
Walk to Intervention, Push-In, Pull-Out

	EL Groups	Lisa Hill	Dylan Bumstead	Kris Taylor	Teacher 1	Teacher 2	Teacher 3 3rd Grade Only
4th Grade							
9:10-9:35	4th EL Jacqueline Vazqu-B Nelly S-Hernandez-B Kayle S-Tello-M Jesenia H-Ramirez-T Carlos Sanchez-T	Prep/progress monitor	Sopheia Chesterm-M Ryan Housden-B	Harley Hawkins-M Abel Reigleman-M			
9:35-10:00	London Soto-Rojas-B Julian Hernandez-Sa-B Wendy Ruiz-Lopez-M Martin Martinez-Elg-M Damion Lopez-M Valentin Garcia-Perre-M Ariana Bolanos Gar-T Angelyn Chavez -T- 5 David Kudry-B - 5 Chris Vazquez-E - 5 Cindylyn Sanche-E- 5 Gaspar Lagunas -T- 5	Jacqueline Vazq-B Nelly S-Hernan-B Justin Dunlap-B	Kayle S-Tello-M Jesenia H-Ramirez-T	Carlos Sanchez-T Ariel Kinkade-B			
5th Grade							
10:00-10:30		Angelyn Chav -T Jack Kinkade-T Kelvin Butler-T JazmineDelaha-B Khloe Keene-B	David Kudry-B Kayden Shermer-B Sean Chesterman-E Jay-Vin Howard-E	Cindylyn Sanch-E Sean Curly-E Xitlali Mata-E Mason Quarles-E Kyle Simpson-E			

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Highlights



Stevens School Involvement

Monthly PBIS Assemblies

School Wide Attendance Bingo

Husky Celebrations

Preschool Pumpkin Patch

Open House ~ 400+ in attendance

Before and After School Program

PTSO Holiday Family Craft Night

5th Grade Band & Orchestra: 40 students participating!

Daily Morning Announcement video

Bully Prevention Month & Blue Shirt Tuesday's





✧ My Highest Hope for my students in the new year ✧



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Contract #	6212-F2-01331
Title	Aberdeen Mathematics Support

Contract for services provided by Capital Region ESD 113 dated this 31st day of August, 2022 between:

CAPITAL REGION ESD 113 (Service Provider)
6005 Tye Drive SW · Tumwater, WA 98512
AND
ABERDEEN SCHOOL DISTRICT (Payor)
216 North "G" St · Aberdeen, WA 98520

In consideration of the promises and conditions contained herein, Service Provider and Payor do mutually agree as follows:

I. PURPOSE

The purpose of this Contract is to provide Aberdeen SD with mathematics support for their new curriculum.

II. RESPONSIBILITY OF CAPITAL REGION ESD 113 (Service Provider)

In accordance with this Contract, Service Provider shall provide support to K-2 Staff in implementation of new curriculum; Develop culture of collaboration and collegiality through "Instructional Scouting". This training will be conducted by Daniel Kent on 8 full days starting on October 12th, 2022 and running through the school year with dates and times TBD.

RR

III. RESPONSIBILITIES OF ABERDEEN SD (Payor)

In accordance with this Contract the Payor shall make all necessary staff available for all training(s).

IV. TERM OF THE CONTRACT

The start date of this Contract is the later of October 12, 2022 or the date that signatures have been obtained from both parties. Contract shall end June 30, 2023.

Auto-renewing? NO YES *If yes, Contract shall be automatically renewed for _____ 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 a _____ price increases.*

V. PAYMENT PROVISIONS

For satisfactory performance of the work as set forth in the "Responsibilities of Capital Region ESD 113"; the Payor shall pay **\$12,800.00 (Twelve thousand eight hundred and no/100 dollars).**

Capital Region ESD 113 shall submit properly computed invoices to the district upon completion of deliverables.

SIGNATURES

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

_____ Date _____
Capital Region ESD 113 Authorized Signor

_____ Date _____
Payor

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
SERVICE AGREEMENT AR
FORM 6212-F2
Page 2 of 2**

PAYMENTS

The Payor 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) to Payor 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 Payor 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 Payor's obligations or performance under this Contract. The Payor 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 Payor 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 Payor. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered and received by Payor 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 Payor by mail or other means at an earlier date and/or time.

In the event of termination by Capital Region ESD 113, Payor 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 Payor 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.

Payor shall comply, where applicable, with the Payor Work Hours and Safety Standards Act and any other applicable federal and state statutes, rules and regulations.

PAYOR'S SIGNATURE

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

CONTRACT CONTACTS

ESD 113 PROGRAM MANAGER: Russell Rice

PROGRAM ACCOUNT CODE: 2405

CUSTOMER CONTRACT CONTACT: Traci Sandstrom

EMAIL: tsandstrom@asd5.org

AUTHORIZED CUSTOMER SIGNOR: Traci Sandstrom

EMAIL: tsandstrom@asd5.org

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) Send billing request to A/R.

SUSPENSION & DEBARMENT

Current Suspension & Debarment Attached (www.sam.gov), if applicable N/A

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

ESD Contracts
Contract Office Approval

ABERDEEN SCHOOL DISTRICT

ADULT MEAL PRICE INCREASE

2022-23 SCHOOL YEAR

Schools operating the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) are encouraged to sell meals to adults to model healthy eating habits to the students.

- Adult meal prices must be set at a price sufficient to cover the overall cost of the meal, including the value of any USDA Foods used in the production of the adult meals.
- Price should be set to cover the cost of (see image below):
 - Food
 - Labor
 - Value of USDA Foods
 - Utilities
 - Indirect Costs
- Federal funds and other nonprofit food service revenues cannot be used to support the costs of adult meals.
- Adult meals may not be claimed for reimbursement.

The last adult meal price increase occurred in 2017.

The Food Service Department is requesting the following rate adjustment for lunch prices:

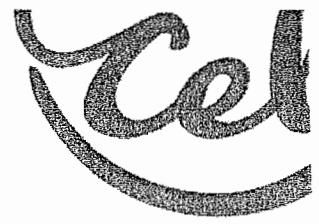
	<u>From</u>	<u>To</u>
Adult Breakfast	\$2.75	\$3.75
Adult Lunch	\$4.00	\$5.00

**Pricing Adult Meal Prices
for Non-Pricing Programs**

*Values current for SY 2022-23

Federal Reimbursement for *FREE student meals	\$4.35
Menu Certification	\$0.08
Value of USDA Foods	\$0.4300
Minimum Adult Lunch Price:	\$4.86

†Low Rate: \$4.33
†High Rate: \$4.35



ABE: UTILITY PILOT

Energy Northwest is authorized by the Washington Department of Commerce to conduct a demonstration pilot to evaluate the impact of smart machine learning technology used to autonomously help public buildings reduce demand, carbon emissions and energy charges. The pilot shall be administered under the Washington Department of Commerce Clean Energy Fund with supplemental funding and participation from the US Department of Energy, and the National Renewable Energy Lab/Wells Fargo Innovation Incubator program. The pilot is authorized for a year (2022-2023) and may be extended and/or expanded after the initial period pending approval by funders.

In furtherance of energy and demand savings goals funders have sought to enroll a diversity of residential, commercial, and industrial customers with smart enabling price-responsive end-uses (smart thermostats in JM weatherwax Middle School; Miller Junior High School; and Robert Gray Elementary's case). Aberdeen School District wishes to enroll three of its schools in this pilot in order to explore a potential for 5-25% energy savings and 20-40% peak demand reduction as a means to stay ahead of and reduce the district's increasingly complex energy costs and to put any savings toward other facility maintenance expenses that can improve student and teacher health and safety.

TECHNOLOGY DEMONSTRATION GOALS

Federal, state and local laws have ordered building owners to electrify and utilities to explore time of use rates as a potential pathway to integrate more affordable, renewable energy and increase grid reliability; however, recognizing that many customers will require affordable automation and controls to take advantage of these changes, the pilot allows the funders to reduce risk and eliminate upfront cost for pilot customers. Pilot funders will pay for a building audit, hardware, installation and software licenses for the duration of the pilot. In Aberdeens case this is an investment worth more than \$50,000. The pilot will apply independent metering, measurement and verification through CEL and NREL to quantify and assist the district in evaluating the impact of controls on current and future energy bills. Learnings may inform the design of other customer-friendly programs that help our district affordably adapt to a changing energy landscape and emerging energy prices. The goal of this pilot is to:

- Assess the costs and benefits of smart building controls
- Identify required infrastructure
- Evaluate customer impact (dollar savings) & operator impact (simplicity and time savings)

// WHO ARE COMMUNITY ENERGY LABS?

CEL agreed to participate as a technology provider in this pilot. CEL is an IoT & Software as a Service control platform for building operators who find it complex, frustrating and very expensive to meet new building energy goals using standard building control options. CEL is working with no fewer than nineteen K12 pilot sites in Oregon, Washington and California for this and other affordable, smart building control pilots. CEL has evaluated Aberdeen target schools for technical fit with project objectives and potential for savings and benefits in the program. CEL will supervise a field technician who will install and commission gateway devices, metering, monitoring at the client site. Included in the cost per school below is the hardware gateway and a Software as a Service license for the associated facility.

// Community Energy Labs completed a comprehensive building evaluation, energy profile and tariff review to assess the potential for participation and savings and determined there are likely 5-25% energy savings and a potential for demand charge reduction at the schools examined. Aberdeen maintenance staff met with Community Energy labs project and technical staff to examine the company, tech and pilot and determine if this potential for district benefits.

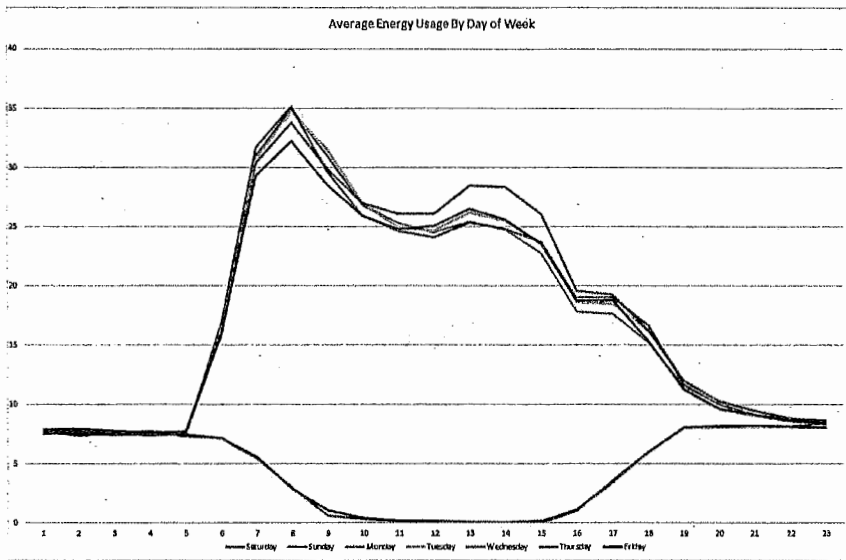


Figure1 - The pilot will reduce the tall spikes in building energy that drive nearly one third of our district energy costs.

// The district is in receipt of all required Requirements of Consultants, Service Providers or Independent Contractors specified through District procurement policies.

RECOMMENDED ACTION

// Enroll JM Weatherwax Middle School; Miller Junior High School and Robert Gray Elementary in this pilot with a targeted installation date before end of September 2022.

// Share pilot findings with District Facilities, Maintenance and STEM education staff and disseminate best practices through WAMOA and state newsletters. Evaluate potential for continuation or expansion in future years.

COMMUNITY ENERGY LABS
AGREEMENT

This Agreement (**Agreement**) is made by and between Community Energy Labs, INC ("**CEL**") and the customer ("**Subscriber**") identified in the order for Services ("**Order**") to which this Agreement is attached. This Agreement is entered into as of the effective date specified in the Order ("**Effective Date**").

1. Services.

- 1.1. **Equipment.** CEL may provide, or Subscriber may provide, the hardware, thermostats, sensors, and other physical equipment required to run the Services ("**Equipment**"). The ownership of any CEL-provided equipment will be identified in the Order. If Subscriber provides any Equipment, Subscriber is solely responsible for the installation, maintenance, and repair of such Equipment. Where CEL provides Equipment, CEL may offer support services related to the Equipment if specified in the Order.
- 1.2. **Service.** CEL will provide proprietary software applications (and related technology used by CEL to provide and manage the Services) ("**Software**") designed to control Subscriber's electrical energy demand and load at the locations identified in an Order (the Software and services, the "**Services**"). CEL hereby grants to Subscriber the limited, non-exclusive, non-transferable, non-sublicensable, right to remotely access the Software to manage the Services. Only Subscriber's authorized users may access the Services. Subscriber is responsible for the actions of its users.
- 1.3. **Installation Services.** As part of the Services, CEL will perform the installation and configuration services identified in an Order. Once such Services are complete, the Subscriber is responsible for maintaining the Equipment (including the connectivity of the Equipment).
- 1.4. **Subscriber Responsibilities.** Subscriber is responsible for: (i) ensuring that CEL has continuous and uninterrupted access to the Equipment and Software (including after changes to the building(s) served by the Equipment); (ii) the connectivity and security of any Internet connection or network that the Equipment accesses; (iii) maintaining the Equipment (excluding any support obligations of CEL in an Order); (iv) maintaining the confidentiality of its and its users' passwords; and (v) the tasks specified in the Order. Subscriber hereby grants to CEL the right to access to Subscriber's equipment (including the Equipment), network, and Internet connections during the Term to provide the Services. Subscriber hereby authorizes CEL to adjust and change Subscriber's energy uses and loads as necessary to provide the Services.
- 1.5. **Prohibitions.** Subscriber will not (and will ensure that its users and authorized third parties do not): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Services; (ii) modify, adapt, or translate the Services; (iii) make copies of the Services; (iv) resell, distribute, or sublicense the Services; (v) make the Services available on a "service bureau" basis; (vi) remove or modify any proprietary marking or restrictive legends placed on the Services; (vii) use the Services in violation of applicable law; (viii) introduce any software, virus, worm, "back door", Trojan Horse, or harmful code; or (ix) access the Services for benchmarking or competitive purposes.
- 1.6. **Data.** CEL retains all right, title, and interest in and to the data generated by the Services, including any configuration data, files, text, and any other information that is required to configure and operate the Services, data generated by the Services, or data created in connection with Subscriber's use of the Services ("**Data**"). CEL hereby grants to Client the right and license to download, copy, modify, create derivatives of, and otherwise use Data for its own internal business purposes.
- 1.7. **Utility Programs.** Subscriber may participate in cost-saving, metering, or other programs offered by utility companies. These programs are offered by the applicable utility and CEL makes no representation, warranty, or guarantee with respect to the results of the Services in combination with such programs.

3. Trial Services. If a trial period is included in the Order, CEL will provide the Services for no fee for the trial period specified in the Order. During the trial period, the Services are provided "As Is" and without any representation, warranty, or indemnity. Following the trial period specified in the Order, the trial Services will automatically become committed Services unless Subscriber notifies CEL that it intends not to renew the trial Services at least 30 days prior to the expiration of the trial period. If Subscriber is a government entity, Subscriber agrees to use its commercially reasonable efforts to ensure that Subscriber has obtained budget for the Services for the period following the trial period.

4. Confidential Information. In connection with the Services provided under this Agreement, a party may be provided with or obtain access to (the "Receiving Party") the Confidential Information of the other party (the "Disclosing Party"). As used in this Agreement, "Confidential Information" means the nonpublic or proprietary information of the Disclosing Party. Confidential Information does not include information that is or was, at the time of the disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a third party without any obligation of confidentiality; (iii) already in Receiving Party's possession prior to the date of receipt from Disclosing Party without any obligation of confidentiality; or (iv) independently developed or conceived by the Receiving Party without regard to the Disclosing Party's Confidential Information. At all times the Receiving Party shall: (a) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care; (b) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement; and (c) not disclose, distribute, or disseminate the Disclosing Party's Confidential Information to any third party except to advisors, consultants, or authorized user on a "need to know basis" and so long as each such individual is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

5. Payment Terms. Subscriber will pay CEL the fees set forth in the Order within thirty (30) days of the invoice date. Fees do not include taxes and are not refundable. Except as set forth in Section 6, the fees are noncancelable and nonrefundable.

6. Term and Termination. This Agreement commences on the Effective Date and continues for a period of one year ("Initial Term"). Following the Initial Term, this Agreement will automatically renew for additional periods of one year (the Initial Term and each renewal the "Term"). Either party may terminate any renewal Term by providing at least 30 days' notice prior to any renewal Term. Either party may terminate this Agreement if the other party is in material breach of any term and fails to cure such breach within 30 days' notice thereof by the other party. In the event of any termination or expiration of this Agreement: (i) Subscriber will promptly pay CEL for all amounts payable hereunder as of the effective date of termination or expiration; (ii) all rights and licenses granted hereunder will immediately cease; (iii) Subscriber will immediately cease using the Service, Software, and Equipment; and (iv) Subscriber will return the Equipment to CEL, unless Subscriber has purchased the Equipment (as set forth in the Order). Unless the Subscriber purchased the Equipment, the Subscriber will be responsible for the cost of replacing any damaged or missing Equipment on termination.

7. Intellectual Property. As between the parties, CEL owns all right, title, and interest in and to the Services and Software, including, without limitation, all source code, object code, operating instructions, interfaces, APIs, or other technology or intellectual property developed for or relating to the same, Data, and the Equipment (unless otherwise indicated in the Order); and (iii) all modifications, enhancements, revisions, changes, copies, partial copies, translations, compilations, improvements, and derivative works of the foregoing. Nothing contained in this Agreement or otherwise shall be construed to grant to Subscriber any right, title, license, or other interest in or to any CEL intellectual property (whether by estoppel, implication, or otherwise).

8. Representations and Warranties. Each party represents and warrants that: (i) it has the full right, power, and authority to enter into this Agreement; and (ii) it does and will comply with all applicable laws in its performance hereunder. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE SERVICES, SOFTWARE, EQUIPMENT, AND OTHER MATERIALS PROVIDED HEREUNDER, ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, CEL DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, THAT THE SOFTWARE, SERVICES, EQUIPMENT OR PROFESSIONAL SERVICES WILL ERROR-FREE OR UNINTERRUPTED.

The results of the Services may vary if Subscriber makes changes to the Equipment, any system to which the Services are connected, any building the Services are monitoring, or the manner in which electricity is utilized, therefore CEL makes no representation or warranty to the results of the Services. Subscriber understands that utilities may change their fee or fee programs. Therefore, CEL does not make any representation or warranty with respect to the savings that may be achieved through use of the Services. Any sample data shared by CEL of any other implementations of services is not a representation of results that may be obtained by Subscriber.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL CEL BE LIABLE TO SUBSCRIBER, USERS, OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND WITH RESPECT TO ANY CLAIMS OR DAMAGES ARISING OUT OF OR

RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF WHETHER CEL KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF, CEL'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE TOTAL FEES PAID TO CEL DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT WILL CEL BE LIABLE FOR DAMAGES ARISING FROM ANY DAMAGE, OUTAGE, OR MALFUNCTION OF THE EQUIPMENT, ANY SUBSCRIBE OR THIRD PARTY EQUIPMENT, OR HARDWARE, NETWORK, INTERNET, SOFTWARE, OR THIRD-PARTY SERVICES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE REASONABLE AND THAT THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT. THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

10. Indemnity. CEL will indemnify and defend Subscriber from any third party claim, action, or proceeding brought against Subscriber to the extent such third party claim arises from or relates to an allegation that the Software infringes any United States registered patent or copyright. CEL shall not be obligated to indemnify Subscriber to the extent the claim arises from use (i) of the Services in a manner for which they were not intended, or any modifications or alterations of the Services; (ii) of the Services in combination with unauthorized modules, apparatus, hardware, equipment, software, or other services; (iii) that violates this Agreement or applicable law; or (iv) of the Services for which they were not designed. If CEL determines that the Services are likely to be the subject of a claim of infringement, CEL may, at its own expense (a) procure for Subscriber the right to continue to access and use the Services in accordance with this Agreement; (b) replace the infringing components of the Services; or (c) modify the Services so that they are non-infringing. Alternatively, CEL may, at CEL's discretion, terminate this Agreement without further liability to Subscriber and provide Subscriber with a pro-rata refund of the fees that were prepaid by Subscriber for Services. This Section 10 states Subscriber's sole and exclusive remedy and CEL's sole and exclusive liability for claims of infringement or misappropriation of any intellectual property rights.

11. GENERAL PROVISIONS. The parties are independent contractors. This Agreement does not create a partnership or joint venture between the parties. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party; provided that, CEL may, upon written notice to Subscriber, assign or otherwise transfer this Agreement in connection with a change of control transaction (including, by way of example and not of limitation, merger, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise). Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party. This Agreement, and any disputes directly or indirectly arising from or relating to this Agreement, will be governed by, and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in Multnomah County, Oregon for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum. Each party irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement. This Agreement may only be modified by a written amendment executed by both parties. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other oral or written understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered.

[SUBSCRIBER]

By:
[name]
[title]
[date]

[CEL]

By:
[name] Tanya A. Barham
[title] CEO
[date]

COMMUNITY ENERGY LABS

EXHIBIT A: ORDER FOR SERVICES ("ORDER") Number: [ABE].001

Subscriber Name: Aberdeen School District
 Account/Reference Number:[ABE]
 Billing Address:216 North G Street, Aberdeen, WA 98520
 Billing Email(s):
 cc: mpauley@asd5.org
 Effective Date: Sept 15, 2022
 Estimate Date: August 18, 2022
 Estimate Expiration Date: Sept 15, 2022

126 [ABE] -Miller Junior High School

Service Location 1: 100 East Lindstrom, Aberdeen, WA 98520

#	Service Date	Product/Service	Description	Qty	Rate	Amount
1	Jul 11, 2022	Hardware	Provided by: CEL If by CEL:CEL owns	1	\$4,075	\$4,075
2	Jul 11, 2022	Installation & Setup	Install building meters, edge device,	1	\$2,000	\$2,000
3	Jul 11, 2022	Onboarding	Commissioning & configuration	1	\$3,068	\$3,068
4	Jul 11, 2022	Software Support Package	1 year support package including telephone & email support	1	\$1,500	\$1,500
<i>INSTALLATION & SUPPORT SUBTOTAL</i>						\$10,643
5	Jul 11, 2022	Services	Demand charge reduction	100,000 sq. ft.	\$0.06/sq. ft/ year	\$6,000/ year
<i>SERVICES SUBTOTAL</i>						\$6,000/ year
<i>DISCOUNTS & PROMOTIONS</i>						
Install & Setup: Paid by [NREL019]						-\$10,643
1 year services license: Paid by [CEL]						-\$6,000
TOTAL DUE ON SIGNING						\$0

127 [ABE] -JM Weatherwax Middle School

Service Location 1: 410 N G Street, Aberdeen, WA98520

#	Service Date	Product/Service	Description	Qty	Rate	Amount
1	Jul 11, 2022	Hardware	Provided by: CEL If by CEL:CEL owns	1	\$8,675	\$8,675
2	Jul 11, 2022	Installation & Setup	Install building meters, edge device,	1	\$7,190	\$7,190
3	Jul 11, 2022	Onboarding	Commissioning & configuration	1	\$1,135	\$1,135
4	Jul 11, 2022	Software Support Package	1 year support package including telephone & email support	1	\$1,500	\$1,500
<i>INSTALLATION & SUPPORT SUBTOTAL</i>						\$18,500
5	Jul 11, 2022	Services	Demand charge reduction	46,000 sq. ft.	\$0.06/sq. ft/ year	\$2,760/ year
<i>SERVICES SUBTOTAL</i>						\$2,760/ year
<i>DISCOUNTS & PROMOTIONS</i>						
Install & Setup: Paid by [NREL019]						-\$18,500
1 year services license: Paid by [CEL]						-\$2,760
TOTAL DUE ON SIGNING						\$0

128 [ABE] -Robert Gray Elementary

Service Location 2: 1516 North B Street, Aberdeen, WA 98520

#	Service Date	Product/Service	Description	Qty	Rate	Amount
1	Jul 11, 2022	Hardware	Provided by: CEL If by CEL:CEL owns	1	\$5,225	\$5,225
2	Jul 11, 2022	Installation & Setup	Install building meters, edge device,	1	\$4,340	\$4,340
3	Jul 11, 2022	Onboarding	Commissioning & configuration	1	\$683	\$683
4	Jul 11, 2022	Software Support Package	1 year support package including telephone & email support	1	\$750	\$750
<i>INSTALLATION & SUPPORT SUBTOTAL</i>						\$10,998
5	Jul 11, 2022	Services	Demand charge reduction	45,000 sq. ft.	\$0.06/sq. ft/ year	\$2,700/ year
<i>SERVICES SUBTOTAL</i>						\$2,700/ year
<i>DISCOUNTS & PROMOTIONS</i>						
Install & Setup: Paid by [NREL019]						-\$10,998
1 year services license: Paid by [CEL]						-\$2,700
TOTAL DUE ON SIGNING						\$0

Additional Notes, Attachments:

Miller Junior High School, JM Weatherwax Middle School and Robert Gray Elementary will be under active control during randomized block testing where we will alternate between active building control and default settings. District staff will be notified in advance regarding randomized block testing campaigns and system calibration will happen during unoccupied periods.

CEL asks that district staff communicate equipment downtime, changes in schedules and occupancy or needs for system overrides during these periods to CEL. We will arrange a brief, regular meeting cadence with the district to communicate any questions or coordination items with the maintenance, IT and facilities teams in advance.

CEL, district staff and utility representative will meet in January/February to review early measurement and verification results from University of California Berkeley Center for the Built Environment and LBNL study and to discuss financial impact. The district is under no obligation to continue/renew beyond the term of the pilot.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Community Energy Labs, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
401 NE 19th Ave, Suite 200

6 City, state, and ZIP code
Portland, OR 97232

7 List account number(s) here (optional)

Requester's name and address (optional)
Aberdeen School District
216 North G Street
Aberdeen, WA 98520

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

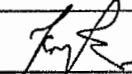
Social security number								
			-				-	
OR								
Employer identification number								
8	4	-	4	2	4	2	1	0
								6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 7/1/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Hiscox Insurance Company Inc 10200 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Community Energy Labs, Inc 401 NE 19th Ave Ste 200 Portland, OR 97232		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P100.301.852.3	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 2,000,000
			Y				
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				<input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			P100.300.506.3	06/01/2022	06/01/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDERAberdeen School District
216 North G Street
Aberdeen, WA 98520**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXCUSED AND UNEXCUSED ABSENCES

Definition of absence from in-person learning

WAC 392-401-015A states the definition of an absence:

1. A student is absent from in-person instruction when they are:
 - a. Not physically present on school grounds; and
 - b. Not participating in the following activities at an approved location:
 - Instruction; or
 - Any instruction-related activity; or
 - Any other district or school approved activity that is regulated by an instructional/academic accountability system, such as participation in district-sponsored sports.

Definition of absence from ~~remote learning~~ synchronous and asynchronous instruction

1. A student is absent from ~~remote learning~~ synchronous online instruction ~~when the student is not participating in planned instructional activities on a scheduled remote learning day~~ ~~U~~does not log in to the synchronous meeting/class.
2. A student is absent from asynchronous instruction when there is no evidence that the student accessed the planned asynchronous activity.
3. Evidence of student participation in asynchronous activities must occur daily, within a twenty-four-hour time frame of when the participation is planned or expected. ~~remote learning may include, but is not limited to:-~~
 - a. ~~Daily logins to learning management systems;-~~
 - b. ~~Daily interactions with the teacher to acknowledge attendance (including messages, emails, phone calls or video chats); or~~
 - c. ~~Evidence of participation in a task or assignment.~~

Minimum Time for Being Considered Present

The District has authority to establish minimum thresholds similar to in-person attendance for the time in which a student must be logged in to be considered present. The Superintendent will develop a consistent and equitable approach that is documented in the student handbook and communicated clearly to all students and families. Determining a threshold for when a student is present or absent should not be left to individual teachers.

Presence vs. Participation

Participation, such as turning video on and participating in discussion or chat, are not to be considered when determining if a student is present or not. These are examples of participation and should be considered distinct from attendance.

Absence from Asynchronous Instruction

Similar to local determinations on what constitutes presence for synchronous online instruction, the Superintendent will develop a consistent and equitable approach that establishes what constitutes “evidence of participation.” This approach will be documented in the student handbook and communicated clearly to all students and families. Determining what constitutes “evidence of participation” should not be left to individual teachers.

Tardies

The District has the flexibility to determine what constitutes a tardy in synchronous online settings. The District differentiates a tardy from an absence (where the student does not attend at all) and will exclude tardies from any reports that tally absences for the purposes of filing a truancy petition.

Daily Attendance

The District will take daily attendance for all enrolled students whether the instructional modality is in-person, synchronous, or asynchronous. When instruction is synchronous online or asynchronous, secondary schools will take attendance daily in each course with planned instruction and elementary schools will take attendance at least twice a day.

Excused and Unexcused Absences

Educators and administrators have a responsibility to monitor absences to determine if students and families need support. Students are expected to attend all assigned in-person classes each day or participate in all assigned remote instructional activities, except when there are necessary reasons for students to be absent. Upon enrollment and at the beginning of each school year, the district shall inform students and their parents/guardians of this expectation, the benefits of regular school attendance, the consequences of truancy, the role and responsibility of the district in regard to truancy, and resources available to assist the student and their parents and guardians in correcting truancy. The district will also make this information available online and will take reasonable steps to ensure parents can request and receive such information in languages in which they are fluent. Parents will be required to date and acknowledge review of this information online or in writing.

Excused Absences

Regular school attendance is necessary for mastery of the educational program provided to students of the district. At times, students may appropriately be absent from class or not able to participate remotely. School staff will keep a record of absence and tardiness, including a record of excuse statements submitted by a parent/guardian, or in certain cases, students, to document a student’s excused absences. The following principles shall govern the development and administration of attendance procedures within the district:

Valid excuses for absences

1. Absences due to the following reasons are excused:
 - a. Physical health or mental health symptoms, illness, health condition or medical appointment, (including, but for the student or person for whom the student is legally responsible. Examples of symptoms, illness, health conditions, or medical appointments include, but are not limited to, medical, counseling, mental health wellness, dental or

- optometry, pregnancy, and behavioral health treatment (which can include in-patient or out-patient treatment for chemical dependency of mental health)~~for the student or person for whom the student is legally responsible;~~
- b. Family emergency, including, but not limited to, a death or illness in the family;
 - c. Religious or cultural purpose including observance of a religious or cultural holiday or participation in religious or cultural instruction;
 - d. Court, judicial proceeding or serving on a jury;
 - e. Post-secondary, technical school or apprenticeship program visitation, or scholarship interview;
 - f. State-recognized search and rescue activities consistent with RCW 28A.225.055;
 - g. Absence directly related to the student's homeless or foster care/dependency status;
 - h. Absences related to deployment activities of a parent or legal guardian who is an active duty member consistent with RCW 28A.705.010;
 - i. Absences due to suspensions, expulsions or emergency expulsions imposed pursuant to chapter 392-400 WAC if the student is not receiving educational services and is not enrolled in qualifying "course of study" activities as defined in WAC 392-121-107;
 - j. Absences due to student safety concerns, including absences related to threats, assaults, or bullying;
 - k. Absences due to a student's migrant status;~~;~~ ~~and~~
 - l. An approved activity that is consistent with district policy and is mutually agreed upon by the principal (or designee) and parent, guardian, or emancipated youth;~~;~~ ~~and~~
 - m. Absences due to the student's lack of necessary instructional tools, including internet access or connectivity.
2. In the event of emergency school facility closure due to COVID-19, other communicable disease outbreak, natural disaster, or other event when districts are required to provide synchronous and asynchronous instruction, absences due to the following reasons are excused:
- a. Absences related to the student's illness, health condition, or medical appointments due to COVID-19 or other communicable disease;
 - b. Absences related to caring for a family member who has an illness, health condition, or medical appointment due to COVID-19 other communicable disease, or other emergency health condition related to school facility closures;
 - c. Absences related to the student's family obligations during regularly scheduled school hours that are temporarily necessary because of school facility closures, until other arrangements can be made; and
 - d. Absences due to the student's parent's work schedule or other obligations during regularly scheduled school hours, until other arrangements can be made.
 - ~~a. Absences related to the student's employment or other family obligations during regularly scheduled school hours that are temporarily necessary due to COVID-19 until~~

- ~~other arrangements can be made, including placement in a more flexible education program;~~
- ~~b. Absences due to the student's parent's work schedule or other obligations during regularly scheduled school hours, until other arrangements can be made;~~
 - ~~c. Absences due to the student's lack of necessary instructional tools, including internet broadband access or connectivity; and~~
 - ~~d. Other COVID-19 related circumstances as determined between school and parent or emancipated youth.~~

The District may define additional categories or criteria for excused absences. The school principal (or designee) has the authority to determine if an absence meets **this policy according to** the above criteria for an excused absence.

1. If an absence is excused, the student will be permitted to make up all missed assignments outside of class under reasonable conditions and time limits established by the appropriate teacher; where reasonable, if a student misses a participation-type class, they can request an alternative assignment that aligns with the learning goals of the activity missed.
2. An excused absence will be verified by a parent/guardian or an adult, emancipated or appropriately aged student; or school authority responsible for the absence. If attendance is taken electronically, either for a course conducted online or for students physically within the district, an absence will default to unexcused until such time as an excused absence may be verified by a parent or other responsible adult. If a student is to be released for health care related to family planning or abortion, the student may require that the district keep the information confidential. Students thirteen and older have the right to keep information about drug, alcohol or mental health treatment confidential. Students fourteen and older have the same confidentiality rights regarding HIV and sexually transmitted diseases.
3. Except as provided in subsection (2) of this section, in the event that a child in elementary school is required to attend school under RCW 28A.225.010 or 28A.225.015(1) and has five or more excused absences in a single month during the current school year, or 10 or more excused absences in the current school year, the school district shall schedule a conference or conferences with the parent and child at a time reasonably convenient for all persons included for the purpose of identifying the barriers to the child's regular attendance, and the supports and resources that may be made available to the family so that the child is able to regularly attend school. To satisfy the requirements of this section, the conference must include at least one school district employee such as a nurse, counselor, social worker, teacher, or community human services provider, except in those instances regarding the attendance of a child who has an individualized education program or a plan developed under section 504 of the rehabilitation act of 1973, in which case the reconvening of the team that created the program or plan is required.

This conference is not required if the school has received prior notice or a doctor's note has been provided and an academic plan put in place so that the child does not fall behind.

Unexcused Absences

1. Any absence from school for the majority of hours or periods in an average school day is unexcused unless it meets one of the criteria above **or in administrative procedure** for an excused absence.
2. ~~As a means of instilling values of responsibility and personal accountability, a student whose absence is not excused will experience the consequences of his/her absence.~~ A student's grade may be affected if a graded activity or assignment occurs during the period of time when the student is absent **and that absence is not excused.**
3. The school will notify a student's parent or guardian in writing or by telephone whenever the student has failed to attend school after one unexcused absence within any month during the current school year. The notification shall include the potential consequences of additional unexcused absences. The school will make reasonable efforts to provide this information in a language the parent understands.
4. A conference with the parent or guardian shall be held after three unexcused absences within any month during the current school year. A conference shall be scheduled to determine what corrective measures should be taken to ameliorate the cause for the student's absences from school. The conference will analyze the causes of the student's absences and develop a plan that identifies student, school, and family commitments to reduce the student's absences from school. If the parent does not attend the conference, the parent shall be notified of the steps the district has decided to take to eliminate or reduce the student's absences.
5. Between the student's second and **seventh** ~~fifth~~ unexcused absence, the school must take the following data-informed steps:
 - a. Middle and high school students will be administered the Washington Assessment of the Risks and Needs of Students (WARNS) or other assessment
 - These steps must include, where appropriate, providing an available approved best practice or research-based intervention, or both, consistent with the WARNS profile or other assessment, if an assessment was applied, adjusting the child's school program or school or course assignment, providing more individualized or remedial instruction, providing appropriate vocational courses or work experience, referring the child to a community truancy board, requiring the child to attend an alternative school or program, or assisting the parent or child to obtain supplementary services that might eliminate or ameliorate the cause or causes for the absence from school.
 - For any child with an existing individualized education plan or 504 plan, these steps must include the convening of the child's individualized education plan or 504 plan team, including a behavior specialist or mental health specialist where appropriate, to consider the reasons for the absences. If necessary, and if consent from the parent is given, a functional behavior assessment to explore the function of the absence behavior shall be conducted and a detailed behavior plan completed. Time should be allowed for the behavior plan to be initiated and data tracked to determine progress.

6. Not later than the student's seventh unexcused absence in a month the district will enter into an agreement with the student and parents that establishes school attendance requirements, refer the student to a community engagement board or file a petition and affidavit with the juvenile court alleging a violation of RCW 28A.225.010.
7. If such action is not successful, the district will file a petition and affidavit with the juvenile court alleging a violation of RCW 28A.225.010 by the parent, student, or parent and student no later than the seventh unexcused absence within any month during the current school year and not later than the 15th unexcused absence during the current school year.

The superintendent will enforce the district's attendance policies and procedures. Because the full knowledge and cooperation of students and parents are necessary for the success of the policies and procedures, procedures shall be disseminated broadly and made available to parents and students annually.

~~Unexcused absences from remote learning.~~

~~Absences from remote learning must be marked as a "nontruancy remote learning absence" until October 4, 2020. Such absences shall not be marked as excused or unexcused. Beginning October 5, 2020, any absence from remote learning is unexcused unless it meets one of the criteria in WAC 392-401A-020.~~

Tardies and Disciplinary Actions

1. Students shall not be absent if:
 - a. They have been suspended, expelled, or emergency expelled pursuant to chapter 392-400 WAC;
 - b. Are receiving educational services as required by RCW 28A.600.015 and chapter 392-400 WAC; and
 - c. The student is enrolled in qualifying "course of study" activities as defined in WAC 392-121-107. **Course of study activities do not include sending homework packets home.**
2. A full day absence is when a student is absent for fifty percent or more of their scheduled day.
3. A school or district shall not convert or combine tardies into absences that contribute to a truancy petition.
4. A student shall be considered absent if they are on school grounds but not in their assigned setting.

Students dependent pursuant to Chapter 13.34, RCW

A school district representative or certificated staff member will review unexpected or excessive absences of a student who has been found dependent under the Juvenile Court Act with that student and adults involved with that student. Adults includes the student's caseworker, educational liaison, attorney if one is appointed, parent or guardians, foster parents and/or the

person providing placement for the student. The review will take into consideration the cause of the absences, unplanned school transitions, periods of running from care, in-patient treatment, incarceration, school adjustment, educational gaps, psychosocial issues, and the student's unavoidable appointments that occur during the school day. The representative or staff member must proactively support the student's management of their school work.

Tiered response system for student absences

WAC 392-401A-045 requires states:

4. School districts to implement minimum requirements of a multitiered system of support for attendance to address barriers to student attendance, provide timely interventions and best practices to reduce chronic absenteeism and truancy. Multitiered systems of support include: School districts must implement a tiered response system to reduce chronic absenteeism and address barriers to student engagement in learning during the COVID-epidemic. Tiered response systems under this section must include:
 - a. A school and/or district point person/people to maintain the list, keep it updated, and coordinate the outreach;
 - b. School or district staff assigned to conduct the outreach and attempts at reengagement in coordination with community partners or other programs;
 - c. Multiple methods of communication and outreach in a language or mode of communication that the parent understands including phone calls, texts, letters, and home visits;
 - d. Referral to community-based organizations;
 - e. Documentation of the attempts to reach student and family; and
 - f. (vi) Follow the required steps to address unexcused absences in chapter 28A.225 RCW, including early communication to parents, holding parent conferences and administering a truancy screener to understand the underlying reasons for the absences, and providing evidence-based or best practice interventions, even if the student has been withdrawn due to nonattendance
 - a. ~~Monitoring daily attendance data for all students who are absent from remote learning, whether excused or unexcused;~~
 - b. ~~A process to contact families and verify current contact information for each enrolled student that includes multiple attempts and modalities in the parent's home language;~~
 - c. ~~Daily notification of absences to parents;~~
 - d. ~~A process for outreach from the school to determine student needs, such as basic needs, connectivity and hardware, connection with health and social services as necessary;~~
 - e. ~~Differentiated supports that address the barriers to attendance and participation that includes universal supports for all students and tiered interventions for students at risk of and experiencing chronic absence; and~~
 - f. ~~When feasible and appropriate, transitioning the students to full-time in-person learning or other program to accommodate the student's needs.~~

Students dependent pursuant to Chapter 13.34, RCW

A school district representative or certificated staff member will review unexpected or excessive absences of a student who has been found dependent under the Juvenile Court Act with that student and adults involved with that student. Adults includes the student’s caseworker, educational liaison, attorney if one is appointed, parent or guardians, foster parents and/or the person providing placement for the student. The review will take into consideration the cause of the absences, unplanned school transitions, periods of running from care, in-patient treatment, incarceration, school adjustment, educational gaps, psychosocial issues, and the student’s unavoidable appointments that occur during the school day. The representative or staff member must proactively support the student’s management of their school work.

Migrant Students

The district, parent/guardian and student are encouraged to work to create an Extended Absence Agreement with the school to decrease the risk of an adverse effect on the student’s educational progress.

Cross References:	Board Policy	3120 3230 3200 4218	Enrollment Student Privacy Student Rights & Responsibilities Language Access Plan
Legal References:	RCW	13.34.300 28A.225	Relevance of failure to cause juvenile to attend school to neglect petition Compulsory School Attendance
	WAC	392-400-235 392-400-260 392-401A	Discipline--Conditions and limitations Long-term suspension— Conditions and limitations Statewide definition of absence, excused and unexcused for the 2020-21 school year.

Adoption Date: 10/02/95
 Revised: 05/07/96; 08/05/97; 11/15/00; 04/23/13; 02/04/20; 09/15/20
 09/21/21; _____

Procedure - Excused and Unexcused Absences

Students are expected to attend all assigned classes each day. School staff will keep a record of absence and tardiness, including a call log and/or a record of excuse statements submitted by a parent/guardian or, in certain cases, students, to document a student's excused absences.

Excused Absences

The following are valid excuses for absences and tardiness. Assignments and/or activities not completed because of an excused absence or tardiness may be made up in the manner provided by the teacher. Absence due to:

1. Physical health or mental health symptoms, illness, health condition or medical appointment for the student or person for whom the student is legally responsible. Examples of symptoms, illness, health conditions, or medical appointments include, but are not limited to, medical, counseling, mental health wellness, dental, optometry, pregnancy, and behavioral health treatment (which can include in-patient or out-patient treatment for chemical dependency or mental health);
2. Family emergency including, but not limited to, a death or illness in the family;
3. Religious or cultural purpose including observance of a religious or cultural holiday or participation in religious or cultural instruction;
4. Court, judicial proceeding, court-ordered activity, or jury service;
5. Post-secondary, technical school or apprenticeship program visitation, or scholarship interview;
6. State-recognized search and rescue activities consistent with RCW 28A.225.055;
7. Absence directly related to the student's homeless or foster care/dependency status;
8. Absences related to deployment activities of a parent or legal guardian who is an active duty member consistent with RCW 28A.705.010;
9. Absences due to suspensions, expulsions or emergency expulsions imposed pursuant to chapter 392-400 WAC if the student is not receiving educational services and is not enrolled in qualifying "course of study" activities as defined in WAC 392-121-107;
10. Absences due to student safety concerns, including absences related to threats, assaults, or bullying;
11. Absences due to a student's migrant status; and
12. An approved activity that is consistent with district policy and is mutually agreed upon by the principal or designee and a parent, guardian, or emancipated youth;
13. Absences due to the student's lack of necessary instructional tools, including internet access or connectivity.

In the event of emergency school facility closure due to COVID-19, other communicable disease outbreak, natural disaster, or other event when districts are required to provide

synchronous and asynchronous instruction, absences due to the following reasons are excused:

1. Absences related to the student's illness, health condition, or medical appointments due to COVID-19 or other communicable disease;
2. Absences related to caring for a family member who has an illness, health condition, or medical appointment due to COVID-19, other communicable disease, or other emergency health condition related to school facility closures;
3. Absences related to the student's family obligations during regularly scheduled school hours that are temporarily necessary because of school facility closures, until other arrangements can be made; and
4. Absences due to the student's parent's work schedule or other obligations during regularly scheduled school hours, until other arrangements can be made.

A school principal or designee has the authority to determine if an absence meets the above criteria for an excused absence.

Parental notification.

When possible, the parent/guardian is expected to notify the school office on the morning of the absence by phone, e-mail, or written note, and to provide the excuse for the absence. If no excuse is provided with the notification, or no notification is provided, the parent/guardian will submit an excuse via phone, e-mail or written note upon the student's return to school. Adult students (those over eighteen) and emancipated students (those over sixteen who have been emancipated by court action) will notify the school office of their absences with a note of explanation. Students fourteen years old or older who are absent from school due to testing or treatment for a sexually transmitted disease will notify the school of their absence with a note of explanation, which will be kept confidential. Students thirteen years and older may do the same for mental health, drug or alcohol treatment; and all students have that right for family planning and abortion.

A parent/guardian may request that a student be excused from attending school in observance of a religious holiday. In addition, a student, upon the request of his/her parent, may be excused for a portion of a school day to participate in religious instruction provided such is not conducted on school property. A student will be allowed one makeup day for each day of absence.

Absence for parental-approved activities.

This category of absence will be counted as excused for purposes agreed to by the principal and the parent/guardian. An absence may not be approved if it causes a serious adverse effect on the student's educational progress. The student may not be able to achieve the objectives of the unit of instruction as a result of absence from class. In such a case, a parent or guardian-approved absence would have an adverse effect on the student's educational progress, including the grade for the course. A student, upon the request of his/her parent/guardian, may be excused for a portion of a school day to participate in religious instruction provided such is not conducted on school property or otherwise involves the school to any degree.

Absence resulting from disciplinary actions — or short-term suspension.

As required by law, students who are removed from a class or classes as a disciplinary measure or students who have been placed on short-term or long-term suspension will have the right to make up assignments or exams missed during the time they were denied entry to the classroom if the effect of the missed assignments will be a substantial lowering of the course grade.

Extended illness or health condition.

If a student is confined to home or hospital for an extended period, the school will arrange for the accomplishment of assignments at the place of confinement whenever practical. If the student is unable to do his/her schoolwork, or if there are major requirements of a particular course which cannot be accomplished outside of class the student may be required to take an incomplete or withdraw from the class without penalty.

Excused absence for chronic health condition.

Students with a chronic health condition that interrupts regular attendance may qualify for placement in a limited attendance and participation program. The student and his/her parent will apply to the principal or counselor, and a limited program will be written following the advice and recommendations of the student's medical advisor. The recommended limited program will be approved by the principal. Staff will be informed of the student's needs, though the confidentiality of medical information will be respected at the parent's request.

Required conference for elementary school students

If an elementary school student has **five or more excused absences in a single month** during the current school year or ten or more excused absences in the current school year, the district will schedule a conference with the student and their parent(s) at a reasonably convenient time. The conference is intended to identify barriers to the student's regular attendance and to identify supports and resources so the student may regularly attend school.

The conference must include at least one school district employee, preferably a nurse, counselor, social worker, teacher or community human service provider, and may occur on the same day as the scheduled parent-teacher conference, provided it takes place within thirty days of the absences. If the student has an Individualized Education Program or a Section 504 Plan, the team that created that program must reconvene. A conference is not required if prior notice of the excused absences was provided to the district or if a doctor's note has been provided and a plan is in place to ensure the student will not fall behind in their coursework.

Tiered response system for student who are absent from remote learning

Students who are marked absent from remote learning will receive interventions and services consistent with the tiered response system for student absences implemented by the district pursuant to WAC 392-401A-045. Under the tiered response system, the district will:

- Monitor daily attendance data for all students who are absent from remote learning, whether excused or unexcused;
- Make multiple attempts to contact the families regarding student absences using multiple modalities and in the parent's home language;

- Provide daily notification of absences to parents;
- Provide outreach from the student's school to determine student needs, such as basic needs, connectivity and hardware, connection with health and social services as necessary;
- Provide differentiated supports to students that address the barriers to attendance and participation, including universal supports for all students and tiered interventions for students at-risk of and experiencing chronic absence; and
- When feasible and appropriate, transition students to full-time in-person learning or other program to accommodate the student's needs.

Unexcused Absences

An "unexcused absence" means that a student has failed to attend the majority of hours or periods in an average school day, has failed to comply with a more restrictive school district policy on absences, or has failed to comply with alternative learning experience program attendance requirements. Unexcused absences occur when:

1. The parent, guardian, or adult student submits an excuse that does not meet the definition of an excused absence as defined above; or
2. The parent, guardian, or adult student fails to submit any type of excuse statement, whether by phone, e-mail or in writing, for an absence.

~~Unexcused absences from remote learning.~~

~~Absences from remote learning must be marked as a "nontruancy remote learning absence" until October 4, 2020. Such absences shall not be marked as excused or unexcused. Beginning October 5, 2020, any absence from remote learning is unexcused unless it meets one of the criteria in WAC 392-401A-020.~~

Each unexcused absence within any month of the current school year will be followed by a letter or phone call to the parent informing them of the consequences of additional unexcused absences. The school will make reasonable efforts to provide this information in a language in which that parent is fluent. A student's grade will not be affected if no graded activity is missed during such an absence.

After three unexcused absences within any month of the current school year, the school will hold a conference with the principal, student, and parent to analyze the causes of the student's absenteeism. If a regularly scheduled parent-teacher conference is scheduled to take place within thirty days of the third unexcused absence, the district may schedule the attendance conference on the same day. If the parent/guardian does not attend the scheduled conference, the school may hold the conference with the student and principal. However, the school will notify the parent of the steps to eliminate or reduce the student's absences.

At some point after the second and before the seventh unexcused absence, the district will take data-informed steps to eliminate or reduce the student's absences. In middle school and high

school, these steps will include application of the Washington Assessment of the Risks and Needs of Students (WARNS) or other assessment by the district's designated employee.

For any student with an existing Individualized Education Program (IEP) or Section 504 Plan, these steps will include convening the student's IEP team or Section 504 team, including a behavior specialist or mental health specialist where appropriate, to consider the reasons for the student's absences. If necessary, and if the student's parent gives consent, the district will conduct a functional behavior assessment and will complete a detailed behavior plan to explore the function of the absence behavior.

For any student who does not have an IEP or Section 504 Plan, but who is reasonably believed to have a mental or physical disability or impairment, these steps will include informing the student's parent/guardian of the right to obtain an appropriate evaluation at no cost to the parent to determine whether the student has a disability or impairment and needs accommodations, special education services, or related services. This includes students with suspected emotional or behavioral disabilities. If the school obtains consent to conduct an evaluation, time should be allowed for the evaluation to be completed, and if the student is found to be eligible for accommodations, special education services, or related services, a plan will be developed to address the student's needs.

The district will designate a staff member to apply the Washington Assessment of the Risks and Needs of Students (WARNS) and, where appropriate, provide the student with best practice or research-based interventions consistent with WARNS. As appropriate, the district will also consider:

- Adjusting the student's course assignments;
- Providing the student more individualized instruction;
- Providing appropriate vocational courses or work experience;
- Requiring the student to attend an alternative school or program;
- Assisting the parent or student to obtain supplementary services; or
- Referring the student to a community engagement board.

Transfers

In the case of a student who transfers from one district to another during the school year, the sending district will provide to the receiving district, together with a copy of the WARNS assessment and any interventions previously provided to the student, the most recent truancy information for that student. The information will include the online or written acknowledgment by the parent and student. The sending district will use the standard choice transfer form for releasing a student to a nonresident school district for the purposes of accessing an alternative learning experience program.

Not later than a student's seventh unexcused absence in a month, the district will:

- a. Enter into an agreement with the student and parents/guardians that establishes school attendance requirements;
- b. Refer the student to a community engagement board; or
- c. File a petition to juvenile court (see below).

Community Engagement Board

A "community engagement board" means a board established pursuant to a memorandum of understanding (MOU) between a juvenile court and the school district and composed of members of the local community in which the student attends school.

The district will designate and identify to the juvenile court (and update as necessary) and to the Office of the Superintendent of Public Instruction a staff member to coordinate district efforts to address excessive absenteeism and truancy, including outreach and conferences, coordinating the MOU, establishing protocols and procedures with the court, coordinating trainings, sharing evidence-based and culturally appropriate promising practices. The district will also identify a person within each school to serve as a contact regarding excessive absenteeism and truancy and assisting in the recruitment of community engagement board members.

After the student's **seventh unexcused absence within any month during the current school year and not later than the fifteenth unexcused absence during the current school year**, if the district's attempts to substantially reduce a student's absences have not been successful and if the student is under the age of seventeen, the district will file a petition and supporting affidavit for a civil action in juvenile court.

Petition to juvenile court

The petition will contain the following:

1. A statement that the student has unexcused absences in the current school year. *(While petitions must be filed if the student has seven or more unexcused absences within any month, or ten or more unexcused absences in the current school year, a petition may be filed earlier. Unexcused absences accumulated in another school or school will be counted when preparing the petition);*
2. An attestation that actions taken by the school district have not been successful in substantially reducing the student's absences from school;
3. A statement that court intervention and supervision are necessary to assist the school district to reduce the student's absences from school;
4. A statement that RCW 28A.225.010 has been violated by the parent, student or parent and student;
5. The student's name, date of birth, school, address, gender, race and ethnicity; and the names and addresses of the student's parents/guardians, whether the student and parent are fluent in English, whether there is an existing individualized education program (IEP) and the student's current academic status in school;

6. A list of all interventions that have been attempted, a copy of any previous truancy assessment completed by the student's current school district, the history of approved best practices intervention or research-based intervention(s) previously provided to the student by the district, and a copy of the most recent truancy information document provided to the parent.
7. Facts that support the above allegations.

Petitions may be served by certified mail, return receipt requested, but if such service is unsuccessful, personal service is required. At the district's choice, it may be represented by a person who is not an attorney at hearings related to truancy petitions.

If the allegations in the petition are established by a preponderance of the evidence, the court shall grant the petition and enter an order assuming jurisdiction to intervene for a period of time determined by the court, after considering the facts alleged in the petition and the circumstances of the student, to most likely cause the student to return to and remain in school while the student is subject to the court's jurisdiction.

If the court assumes jurisdiction, the school district will periodically report to the court any additional unexcused absences by the student, actions taken by the school district, and an update on the student's academic status in school at a schedule specified by the court. The first report must be received no later than three (3) months from the date that the court assumes jurisdiction.

All sanctions imposed for failure to comply with the attendance policies and procedures will be implemented in conformance with state and district regulations regarding discipline or corrective action. (See WSSDA policy 3241, Student Discipline.)



Bachelor of Applied Science in Teacher Education
Memorandum of Understanding (MOU)

GRAYS HARBOR COLLEGE
and
ABERDEEN SCHOOL DISTRICT, DISTRICT #5

for the academic year 2022-2023

A. Scope of MOU:

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

B. Placement:

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

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

C. Duration:

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

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

D. Student Teaching Assignment:

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

a. Qualifications for mentor teachers:

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

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

E. School District Policies:

BAST students are required to abide by school district policies. Violation of school district policies may result in consequences including but not limited to the termination of student placement as described in Section H.

F. Background Checks:

Student teachers will complete all background and security checks required by the school district. If applicable, student teachers will submit criminal history information to the school district pursuant to RCW 28A.320.155.

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

H. Problems and Concerns - Termination of Placement:

There are times when a student placement does not work as expected. There are numerous complex reasons that can be difficult to solve. This emphasizes the need for honest and open communication between the student teacher, mentor teacher, cooperating district administrator, field supervisor, and the program dean. Punctuality in communicating concerns is critical to identifying effective solutions.

- a. The student, cooperating school district, mentor teacher, and/or Grays Harbor College can terminate a student placement assignment. The termination should be a final solution after reasonable attempts have been made to solve the issues, including a plan of correction if appropriate. All parties, including the program director, should be notified of any problems and be involved in developing the plan of correction.
- b. Certain egregious offenses will result in the immediate termination of a placement, including but not limited to:
 - i. Possession of, use of, or being under the influence of illegal drugs or alcohol
 - ii. Acts of violence
 - iii. Violations of appropriate teacher/student boundaries
 - iv. Theft of school district money or property
- c. If possible and appropriate, conferences should be held with the involved parties to discuss the issues and solutions. Every attempt will be made to address the concerns to the satisfaction of all parties.
- d. Should the cooperating school district or Grays Harbor College terminate the placement because of failure of the student to meet the requirements of attendance and/or performance, the student will not be placed in another school district during that quarter.**
- e. Should the student request a change in placement, or Grays Harbor College warrant a change in placement, all efforts will be made to accommodate the change in placement.
- f. The final decision regarding termination will be made by the program director.

- I. Every mentor teacher will be provided with a copy of the Grays Harbor College Handbook. Guidelines for students, mentors, and field supervisors are outlined in the Grays Harbor College Handbook.
- J. Only one student should be in the classroom with a mentor at one time to allow the one-on-one mentorship and the ability to build that individual relationship with the mentor and the class.
- K. Substitute Teaching: The student teacher may be used as a substitute teacher. However, the hours substituting cannot be used as field experience hours. Students wishing to substitute must adhere to the school district and OSPI substitute teacher requirements.
- L. Supervision and Evaluation of Student Teachers: Mentor teachers and field supervisors must understand and demonstrate the ability to evaluate candidates using the Student Teaching Evaluation Forms and Grays Harbor College Disposition Rubric as provided in the Grays Harbor College Handbook.
- M. Administrative Rules for teacher preparation clinical experiences can be found at WAC 181-764 - 264(3).
- N. Alternative Routes:
 - a. The Program will be carried out in accordance with Washington Administrative Code (WAC) 181-80 authorizing the Alternative Routes to Certification Program (previously RCW 28A.660.040), Authority WAC 181-80-002, Definitions WAC 181-80-005, Basic requirements WAC 181-80-010, and Program types WAC 181-80-020.
 - b. The Program offers a residency certification program for Elementary Education and English Language Learners (ELL) endorsement (alternative routes 1,2,3 and 4).
 - c. GHC Bachelor's in Teacher Education program will:
 - i. Identify key faculty member(s) who will work directly with the district.
 - ii. Provide district with promotional brochures and/or presentations to assist with program recruitment.
 - iii. Schedule program courses.
 - iv. Provide key faculty member(s) to implement the program.
 - v. Provide supervision and facilitate learning activities such as peer observation and feedback.
 - d. School districts will:
 - i. Identify a key staff member(s) who will serve as a district liaison to BAST.
 - ii. Work with the BAST to provide candidates to the program who are employed by the district (Routes 1, 2, and 4).
- O. Outcomes:

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

P. Key roles and responsibilities:

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

Q. Key activities timelines:

All key activities will start in August and end in June of each academic year.

Activities	Responsible
	Indicate if it is a preparation program, district, partner, mentor, student, and indicate the name, organization, and title.
Candidate recruitment	BAST and School District
Candidate screening	BAST and School District
Candidate selection	BAST and School District
Additional field placement	BAST and School District
540 hours student teaching	BAST and School District
Mentor selection	BAST and School District
Mentor training	BAST and School District

R. Program management:

The following shall be the contact person for all communications regarding the performance of this MOU.

	Teacher preparation program	District
Name	Nancy Estergard	Jeffrey Thake
Title	Program Director	ABERDEEN
Mailing address	1620 Edward P Smith Dr Aberdeen, WA 98520	216 N G St Aberdeen, WA 98520
Telephone number	(360)538-4012	360-538-2002
Email	Nancy.estergard@ghc.edu	jthake@asd5.org

- S. Terms of MOU and termination:
This MOU is effective beginning 7/1/2022 and terminates on 6/30/2023.

Mr. Jeffrey Thake, Superintendent

Date

Nancy Estergard, BAST Director

Date

Nicole Lacroix, Vice President of Instruction,

Date

Memorandum of Understanding Contact Information

GRAYS HARBOR COLLEGE

Nicole Lacroix, VPI
360 – 538-4010
Nichole.lacroix@ghc.edu

Nancy Estergard, Program Director
360—538-4012
nancy.estergard@ghc.edu

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

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

ABERDEEN SCHOOL DISTRICT

Dr. Jeffrey Thake
360-538-2002
jthake@asd5.org

Agreement to Provide Specialized Educational Services

This Education Program Placement AGREEMENT is entered into for the 2022-2023 school year by and between BHC Fairfax Hospital, Inc. d/b/a Fairfax Hospital herein after referred to as ("Fairfax"), a Washington for profit corporation with its principal place of business at 10200 NE 132nd Street, Kirkland, WA 98053 and the Aberdeen School District with its principal place of business at 216 North G Street, Aberdeen WA 98520

WHEREAS, Fairfax is a private psychiatric facility licensed and qualified to provide behavioral health services to children and adolescents in the State of Washington;

WHEREAS, the Northwest School of Innovative Learning ("NWSOIL") operated by Fairfax is a Nonpublic Agency approved by the Washington Office of Superintendent of Public Instruction (OSPI) under WAC 392-172A-04090, whereby Fairfax is authorized to enter into contractual arrangements to provide educational services to students meeting enrollment criteria;

WHEREAS, The Northwest School of Innovative Learning ("NWSOIL") operated by Fairfax will provide special education and/or related services for a district-placed student with a disability, where it has been determined by the student's Individualized Educational Program (IEP) Committee that placement in the nonpublic agency represents the appropriate and least restrictive environment for this student (WAC 392-172A-04080).

WHEREAS, NWSOIL has developed a specific educational program providing academic, behavioral, and social emotional interventions for students meeting Individualized Education Plan (IEP) criteria (the "Program");

WHEREAS, District and Fairfax have entered into a contractual arrangement, as further described herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties hereto agree as follows.

ARTICLE I

DEFINITIONS

1. **Definitions:** The following definitions apply regarding the text of this Agreement
 - a. "Program". For purposes of this Agreement, "Program" shall be defined as Northwest School of Innovative Learning (NWSOIL);
 - b. "Student". For purposes of this Agreement, "Student" shall be defined as an enrolled student at District who has been designated by District as meeting enrollment criteria.
 - c. "Specialized Services". For purposes of this Agreement, "Specialized Services" include but are not limited to special educational programming, occupational therapy, physical therapy, speech and language pathology and counseling.

ARTICLE II
FAIRFAX OBLIGATIONS

1. **Matriculation Rights.** District shall have the right to refer students into the Program, under the following terms and conditions:
 - a. NWSOIL has space and suitable resources available to accept enrollment of the student;
 - b. District shall certify to Fairfax that the student meets admission criteria and provide all pertinent information to Fairfax regarding said student;
 - c. District will provide information reasonably requested by Fairfax to assess suitability of the student for the NWSOIL Program.

2. **Compliance with Department of Education Guidelines.**
 - a. During the entire term of this Agreement, Fairfax and District agree they shall both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Washington Office of Superintendent of Public Instruction.
 - b. Fairfax agrees that it shall be and remain in accordance with all regulations published by the OSPI and requirements for nonpublic agencies (WAC 392-172A-04095).
 - c. Fairfax may provide education in-person or via virtual/remote learning platform in accordance with the Department of Education's standards, recommendations, and guidance. Education provided includes common core Washington State standards, curriculum design, specially designed instruction, and appropriate resources for each contracted student resulting in reasonable progress towards IEP goals.
 - d. Fairfax agrees to provide student(s) with an opportunity to fulfill the requirements to receive a Washington state diploma, including completion of a High School & Beyond Plan, if applicable.
 - e. Fairfax agrees to provide each student placed in NWSOIL a Free Appropriate Public Education (FAPE).
 - f. Fairfax will partner with the District to enable student(s) to participate in all District, state, and federally required testing at appropriate grade levels and designated times.

3. **Facility Requirements and Environmental Health and Safety.**
 - a. The NWSOIL School buildings and any other buildings owned by Fairfax and utilized by NWSOIL conform to all applicable State and local statutes, regulations and building and safety code requirements, in addition to applicable fire and panic requirements of state, county and local law and regulations. The NWSOIL buildings and any other buildings owned by Fairfax and utilized by NWSOIL have been approved by the appropriate Licensing and Inspection Agency,

and a valid Certificate of occupancy has been issued by said Department of Licensing and Inspection Agency.

- b. Fairfax confirms the facilities owned by Fairfax and utilized by the NWSOIL currently comply with all physical welfare and safety regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facilities shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement: inclusive of state and federal Covid-19 mandates and guidelines.
- c. Fairfax confirms that educational facilities and grounds utilized by NWSOIL have been approved by the local municipality or Department of Health, and that said facility shall be and remain in compliance with all applicable regulations, ordinances, statutes or mandates during the entire term of this Agreement.
- d. Fairfax confirms the educational facilities utilized by NWSOIL meet all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards.

4. **Food Service**

- a. It shall be the responsibility of Fairfax to assure that any kitchen/cafeteria facilities used for food services for students at NWSOIL, if any, meet all applicable state and local requirements regarding food safety and sanitization.

5. **Staffing**

- a. Employees and volunteers of Fairfax working in NWSOIL will be of good moral character and at least 18 years of age.
- b. Employees of Fairfax working in the NWSOIL program are citizens of the United States or hold a United States Immigration Service Visa which authorizes them to be employed in the U.S.
- c. Fairfax performs appropriate background checks and fingerprinting on employees and volunteers working in the NWSOIL program and maintains records for all such employees. This will include both the Washington State Patrol (WATCH) system and the national database maintained by the FBI, prior to working with district students pursuant to RCW 28A.400.330 and RCW 43.43.834-838.
- d. Fairfax agrees students will be provided supervision and support under the direction of certificated staff members.

6. Student Attendance

- a. Fairfax agrees it shall maintain records of student attendance. The specific method to maintain attendance records shall be a daily physical check of each student through NWSOIL Administrative and Teaching Staff, documentation of said daily physical check in a written Attendance Log, kept on file at NWSOIL. NWSOIL agrees to provide a weekly attendance report to the District.

7. Student Records

- a. Fairfax agrees to provide the IEP information to the District for each enrolled student. IEP drafts or IEP recommendations to be submitted to the District within 30 calendar days of any IEP meeting, or such time as the parties may mutually agree.
- b. Fairfax agrees those services and goals and objectives which the IEP process specifically designates shall be provided, implemented, or monitored by NWSOIL.
- c. Fairfax agrees that during the entire term of this Agreement, District shall receive a written IEP progress report for each District student matriculated into NWSOIL. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct, or other pertinent issue regarding or related, in any way, with the education of said student.
- d. Report cards shall be provided to the District at the end of each quarter and be inclusive of grades and credits earned.
- e. Fairfax agrees to notify the District of any complaints regarding instructional services, conditions, or treatment of contracted student(s).
- f. Consents and notifications for emergency response protocols and isolation and/or restraint events will comply with state requirements under RCW 28A.600.485 and WAC 392-172A-02105).
- g. Events of isolation and/or restraint must be reported to the guardian and District within 24 hours (RCW 28A.600.485). Any use of isolation, restraint, and/or restraint device shall be used only when a student's behavior poses an imminent likelihood of serious harm (WAC 392-172A-01109 and WAC 392-172A-02110).
- h. Updated contact information or guardianship information received by NWSOIL for any student attending from the District will be communicated to the District.
- i. Students engaged in Work Study or Community Service programs, which are supervised by NWSOIL, shall meet the criteria established by District to receive school credit.

8. Transportation

- a. The "District" will be responsible for transportation of said students to NWSOIL.

9. Non-Discrimination

- a. Fairfax shall comply with all applicable laws, ordinances, regulations and codes of the federal and state government. Fairfax agrees that no individual shall be excluded from participation in,

denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspect of this Agreement because of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a certified or registered or trained guide dog or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Washington Law Against Discrimination. In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

10. Refusal to Accept Referral

- a. Fairfax will evaluate for appropriateness each student referred to the NWSOIL by District. Fairfax reserves the right to refuse to accept any student, who Fairfax determines, in good faith, is inappropriate for the NWSOIL program.

**ARTICLE III
DISTRICT'S OBLIGATIONS**

1. Transportation

- a. The District will be responsible for transportation of said students to NWSOIL.

2. Removal of Students

- a. The District will provide thirty (30) days written/electronic notice to NWSOIL when transitioning students out of the NWSOIL program.
- b. If the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, an immediate IEP team meeting will be held to determine safe and appropriate placement for the student.

3. Educational Resources

- a. The District liaison will work with NWSOIL if any IEP revisions are needed throughout the year. This includes the evaluation, re-evaluation, and IEP processes.
- b. The District will provide NWSOIL with the names/titles and contact information of all District personnel who are part of the student's team.
- c. District agrees to obtain all necessary permissions and file required paperwork to ensure student and parent rights.

4. Insolvency

- a. If District is or becomes insolvent or is unable to pay any amounts due hereunder as said payments become due then this contract shall automatically terminate upon the election of Fairfax and all payments required hereunder for the remaining Term shall be accelerated and

become automatically due and payable to Fairfax within ten (10) days. If said payment is not received, all District students and related records shall not be entitled to continue to be matriculated at NWSOIL and said records shall be forwarded by NWSOIL to District. If said payment is received, the matriculated District students shall be entitled to remain enrolled at NWSOIL as long as timely payments are received.

ARTICLE IV **SPECIAL EDUCATION**

1. **Individualized Education Plan ("IEP")**. The District and Fairfax agree to share the responsibility for updating, modifying and, if necessary, creating a new IEP for special education students as follows:
 - a. Prior to or within a reasonable period of time from when a student is matriculated from the District to NWSOIL, the District and NWSOIL will review and modify, as necessary, the IEP to reflect the change in placement and/or address the needs of the student. NWSOIL agrees to notify the District 30 days prior to IEP meetings, or on a different schedule if agreed to by both NWSOIL and the District.
 - b. If a student's IEP expires while enrolled at NWSOIL, the District and NWSOIL agree to share responsibility for preparing a new IEP. Within a reasonable time period prior to expiration of the IEP, NWSOIL will notify the District, student and parents and/or guardians of the need to schedule a meeting to discuss the IEP. District agrees to assist NWSOIL to arrange the IEP meeting and to send an appropriate District Representative to participate in the meeting.
 - c. NWSOIL will make a good faith effort to deliver all services by the IEP. However, the parties acknowledge NWSOIL may not be able to deliver all Specialized Services directed by the IEP. The services of an independent contractor may be utilized to deliver the Specialized Services.
 - d. NWSOIL agrees to notify the District of the possible need for screening and evaluation of students who may need a revised IEP, or additional services within a timely manner.

ARTICLE V **INDEPENDENT CONTRACTOR RELATIONSHIP**

1. **Engagement of Fairfax**. District engages Fairfax as an independent contractor, and not as an employee, to perform the services set forth below, and Fairfax hereby accepts such engagement as an independent contractor upon the terms and conditions hereinafter set forth.
2. **Independent Contractor Status**. It is mutually understood and agreed that District and Fairfax are at all times acting and performing as independent contractors. Fairfax shall be solely responsible for the payment of unemployment compensation, worker's compensation and any income, occupational, F.I.C.A. or other taxes, assessments, interest or penalty of any kind whatsoever assessed by any governmental agency or entity which may pertain to any monies earned, collected, paid or charged by or to Fairfax or any of its employees or agents, pursuant to this

Agreement. Fairfax shall defend, indemnify and hold District harmless with respect thereto. In addition, Fairfax and its employees shall have no claim under this Agreement or otherwise against District for any employee benefits of any kind. No relationship, other than independent contractor, is created between parties. Neither party has any rights as agents, employee, joint venture or partner in business of the other.

3. **Dispute Resolution.** In the event that a dispute arises under this contract, it shall be determined in the following manner; (1) The District shall appoint a member to the Dispute Board; (2) Fairfax will appoint a member to the Dispute Board; (3) The District and Fairfax shall jointly appoint a member to the Dispute Board; (4) The Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties herein.

ARTICLE VI

COMPENSATION AND BILLING

1. **Compensation.** In full consideration of the performance of Fairfax obligations under this Agreement, the District agrees to pay Fairfax the rates as specified in Appendix A. Rates are subject to revision on an annual basis. The District agrees to pay the rate set by Fairfax for each year of the contract. In the event a student withdraws from attendance, the District will be responsible for payment up to and including the day of withdrawal.
2. **Billing.** Fairfax will bill District on a monthly basis during the school year. Invoices are due and payable within thirty (30) days of receipt by the District.

ARTICLE VII

INSURANCE

1. **Fairfax's Liability Insurance.** Fairfax shall maintain, at its own cost, general liability insurance and professional liability insurance during the term of this Agreement in an amount of \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate per year. Such coverage shall be effective to cover all services rendered by Fairfax on behalf of District whether the claim arises (i) while Fairfax is still covered by such policy or thereafter, or (ii) after the termination of Fairfax relationship with District. Upon request, Fairfax will provide a certificate of insurance to District, Fairfax shall advise District in writing at least ten (10) days in advance of the cancellation or non-renewable any insurance policy referred to above. Upon termination of this Agreement, Fairfax shall continue such coverage or shall obtain "tail" coverage to protect Fairfax and District in connection with all actions taken by Fairfax pursuant to this Agreement.
2. **District's Liability Insurance.** District shall maintain, at its own cost, general liability insurance and professional liability insurance during the term of this Agreement in an amount of \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate per year. Such coverage shall be effective to cover all services rendered by District whether the claim arises (i) while District is still covered by such policy or thereafter, or (ii) after the termination of District's relationship with Fairfax. Upon

request, District will provide a certificate of insurance to Fairfax. District shall advise Fairfax in writing at least ten (10) days in advance of the cancellation or non-renewal of any insurance policy referred to above. Upon termination of this Agreement, District shall continue such coverage or shall obtain "tail" coverage to protect District and Fairfax in connection with all actions taken by District pursuant to this Agreement.

3. **Insurance.** In addition to the liability insurance coverage NWSOIL agrees to provide at all times during the term of this Agreement and to maintain worker's compensation insurance.

ARTICLE VIII **TERM AND TERMINATION**

1. **Term.** The term of this Agreement shall commence beginning September 1, 2022 and shall remain in effect until services have been completed or according to the end date specified on associated Appendix documents, subject to the termination provisions set forth below.
2. **Termination for Convenience.** This Agreement may be terminated by either party, at any time, with or without cause, upon written notification of not less than thirty (30) days to the other party or earlier if the Contract is terminated by mutual consent. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by NWSOIL or District as of midnight of the second day following the date of the posting in the United States mail, addressed as first noted herein, or to such other addresses as is advised in writing, in the absence of proof of actual delivery of a receipt of NWSOIL or District by mail or other means at an earlier date or time.
3. **Notice of Alleged Default.** In the event either party to this Agreement determines that another party to this Agreement is not meeting all of its material obligations hereunder, such party shall give written notice to the other party to cure the alleged defects in the performance of the applicable obligations under this Agreement. Such notice shall specify in detail the item(s) which the defaulting party is failing to perform pursuant to this Agreement. At the end of a thirty (30) day period following such notice the party sending such notice is not satisfied such defect has been corrected, such party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party.
4. **Fairfax Termination Rights.** Fairfax retains the right to terminate or not to renew this Agreement without cause, after written notice of default and a thirty (30) day opportunity to cure said default by District, or for any of the following reasons:
 - a. Failure to comply with NWSOIL's requests for information regarding any matriculated students, or failure to cooperate with NWSOIL staff regarding matriculation procedures set forth herein;
 - b. Failure to make any payment required hereunder or pay any Fairfax invoice when due;
 - c. Violations of any provisions of state or federal law from which District has not been exempted;

- d. District or the District Board of School Directors has been indicted for and convicted of fraud.
5. **Effects of Termination.** In the event this Agreement is terminated, all monies due shall be paid according to the terms of the Agreement for services provided through the effective date of termination.

ARTICLE IX
CONFIDENTIALITY AND HIPAA

1. **Confidentiality.** District and Fairfax acknowledge both parties will have access to certain proprietary and confidential information of the other party including, but not limited to, curriculum, student data, and other information physically in the parties' possession, hereinafter referred to as ("Confidential Information"). District and Fairfax agree not to use, disclose or divulge, directly or indirectly, and Confidential Information belonging to the other party during the term of this Agreement or at any time thereafter other than in connection with performing services under this Agreement. Each party (the "Disclosing Party") may, in the course of the relationship established by this Agreement, disclose to the other party in confidence non-public information concerning utilization management procedures, patient treatment and/or finances, and such party's earnings, volume of business, methods, systems, practices, plans of other Proprietary Information (collectively, "Confidential Information"). Each party acknowledges that the Disclosing Party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to which Confidential Information is disclosed shall use its best efforts, consistent with the manner in which it protects its own Confidential Information, to preserve the confidentiality of any Confidential Information which such party knows or reasonably shall know that the Disclosing Party deems to be Confidential Information. Neither party shall use for its own benefit or disclose to third parties any Confidential Information of the other party without such other party's written consent.
2. **The Family Educational Rights and Privacy Act.** The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. & 1232g; 34 CFR Part 99 is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond high school level. Students to whom the rights have transferred are "eligible students." FERPA allows schools to disclose those records, without consent, to appropriate parties in accordance with 34 CFR & 99.31. To the extent NWSOIL creates records and obtains information concerning NWSOIL students that are protected by FERPA, NWSOIL will remain in compliance with all applicable provisions of FERPA.
3. **HIPAA and the Mental Health Procedures Act.** The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), a federal law requires mental health facilities, like Fairfax, to take specific steps to protect the confidential mental health information and records created and/or obtained

during the course of providing service to patients. To the extent NWSOIL creates records and obtains information concerning NWSOIL students that is protected by HIPAA, that confidential information will only be disclosed to the District upon valid authorization. Valid consent must be obtained from the student, parents and/or guardians. NWSOIL will take reasonable steps to obtain authorization for release of information protected by HIPAA.

ARTICLE X
MISCELLANEOUS

1. **Access.** NWSOIL agrees that the District shall have access, at mutually agreeable dates and times, to the records and facilities to ensure that the program is in compliance with all applicable provisions. All student records created or generated by NWSOIL are the property of Fairfax; provided, however, that the District shall be entitled to reasonable access to such records. The parties shall maintain the confidentiality of the student records so as to comply with all applicable state and federal laws and regulations.
2. **Notification of Claims.** District agrees to promptly notify Fairfax of all inquiries and complaints received by District concerning NWSOIL. District shall assist Fairfax in responding to such inquiries and resolving such complaints.
3. **Assignment.** This Agreement may not be assigned, delegated or transferred by either party.
4. **Entire Agreement.** This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior ad contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except to herein contained. The express terms hereof control and supersede the course of performance and/or usage of the trade inconsistent other than by an agreement in writing, duly signed by all parties. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
6. **Waiver.** The waiver by either party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other future defaults, either under the same of different terms, conditions, or covenants contained in this Agreement, in its Exhibits, or in written notice hereunder.
7. **Notices.** All notices shall be deemed received on the day personally delivered, or on the second day after mailing, certified or registered, return receipt requested, to the addresses reflected on the signature page, or to such other addresses as the parties shall respectively by written notice designate.
8. **Binding Effects.** This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their successors.

9. **Counterparts.** This Agreement may be executed in counterparts. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulation and statutes.
10. **Severability.** The parties agree that in the event any provisions of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.
11. **Debarment.** NWSOIL, by accepting the Contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state, or federal department or agency.
12. **Additions.** Additional Memorandums of Understanding may be added to this Agreement as necessary throughout the contract period by completion of additional Memorandums of Understanding and/or Addendums.
13. **Force Majeure.** Neither party shall be liable to the other for any failure or delay in performance under this Agreement, occasioned by war, riot, government action, act of God or public enemy, damage to or destruction of facilities, strike, labor dispute, failure of supplier or workers, inability to obtain adequate newsprint or supplies, or any other cause substantially beyond the control of the party required to perform.
14. **Proclamation 21.14.1 Compliance.**

Under Governor Inslee's Proclamation 21-14.1, NWSOIL will verify the vaccination status of its employees and qualifying volunteers, as a material term of this agreement. NWSOIL is prohibited from sending any employees into the educational setting of the District without first ensuring compliance. The District intends the scope of this requirement to be as broad as described in the Definition Section (6) of Proclamation 21-14.1, both as to employees/qualifying volunteers and educational settings. The NWSOIL must: 1. No later than two weeks prior to the NWSOIL's employees and qualifying volunteers engaging in any work within District covered settings, submit to the District a signed declaration in the form prescribed by RCW 5.50.050, declaring that the NWSOIL has met the requirements of Proclamation 21-14.1 with regard to its employees who will work in the District settings; 2. Provide additional signed declarations from time to time, upon the request of the District; 3. Provide the District with proof of actual vaccination status, upon request, by displaying, to the District, copies of vaccine cards, certificates of COVID-19 vaccination, or Washington State Immunization Information System printouts for every contract employee or qualifying volunteer (the District will not retain copies of such records but reserves the right to visually inspect them upon request.) 4. Monitor employee work assignments such that compliance is obtained for every new or returning employee or qualifying volunteer sent into District covered settings. Any review and approval of medical or religious exemption shall be done by NWSOIL, with appropriate proof of exemption to be displayed upon District request. The District will treat information obtained under this Section as confidential except for purposes of enforcement of Proclamation 21.14.1. Non-compliance is a basis to terminate this agreement. This section of the

agreement shall remain in effect as long as Proclamation 21-14.1 remains in effect, or for as long as any similar vaccination order issued under the State of Emergency declared by Proclamation 20.05.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BHC Fairfax Hospital, Inc.

10200 NE 132nd Street

Kirkland, WA 98034

By: 

Christopher West

Chief Executive Officer

BHC Fairfax Hospital, Inc.

Aberdeen School District

216 North G Street

Aberdeen, WA 98520

By: 

Printed name: JEFF THAKKE

Title: SUPT

CERTIFICATED

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Amy Grannemann	Aberdeen High School	Counselor	TBD
Pam Caba	Aberdeen High School	21 st Century Teacher	09/19/22
Shelbie Dickson	Aberdeen High School	21 st Century Teacher	09/19/22
Tracy Ecklund	Aberdeen High School	21 st Century Teacher	09/19/22
Katie Foulds	Aberdeen High School	21 st Century Teacher	09/19/22
Molly Houk	Aberdeen High School	21 st Century Teacher	09/19/22
Kacy Karnath	Aberdeen High School	21 st Century Teacher	09/19/22
Tiffany Lessard	Aberdeen High School	21 st Century Teacher	09/19/22
Cory Martinsen	Aberdeen High School	21 st Century Teacher	09/19/22
Dawn Skorzweski	Aberdeen High School	21 st Century Teacher	09/19/22
Kris Bitar	Harbor High School	21 st Century Teacher	09/19/22
Janet Dayton	Miller Junior High School	21 st Century Teacher	09/19/22
Holly Furth	Miller Junior High School	21 st Century Teacher	09/19/22
Veronika Graham	Miller Junior High School	21 st Century Teacher	09/19/22

SUPPLEMENTAL CONTRACTS: We recommend the Board approve the following supplemental contracts:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Tracy Adams	District	National Board Certification stipend	2022-23
Tracy Adams	District	SLP (5 additional days)	2022-23

Certificated Substitute Hires:

Robert Caldwell
John Cooper
Clifford Feigelson
Sheri Feigelson
Shawnie Rattie

CLASSIFIED

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Jeri Distler	Aberdeen High School	21 st Century After School Paraeducator	09/19/22
Cheryl Gebhart	Aberdeen High School	21 st Century Before School Paraeducator	09/19/22
Basil Lee	Miller/AJW/Maintenance	9 mo. Custodian/3 mo. Maintenance	10/17/22
Abby Jennings	AJ West Elementary	Paraeducator	09/30/22
Natalie Mills	Robert Gray Elementary	Paraeducator - CYO	10/26/22
Wendy Koski	Hopkins Preschool	Paraeducator	09/27/22
Kara Long	Transportation	Bus Driver	09/20/22
Adriana Hyatt	Outdoor School	Nurse	10/04/22

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

<u>Name</u>	<u>Location</u>	<u>To:</u>	<u>From:</u>	<u>Effective Date</u>
Kellie Pisani	AJ West Elementary	SpEd Program Para	Paraeducator	09/26/22

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Ken Ashlock	Detention	Family Service Worker	10/07/22

CLASSIFIED (Cont'd)

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Terri Borgens	Administration	Special Services Office Coordinator	02/01/23

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>
Shon Schreiber	Miller Junior High	Wrestling – Head Coach	10/20/22

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Jeff Hatton	Miller Junior High	Wrestling – Assistant Coach	09/29/22
Shon Schreiber	Miller Junior High	Wrestling – Assistant Coach	09/27/22

Classified Substitute Hire:

Lisa Lund