## ABERDEEN SCHOOL DISTRICT NO. 5 ABERDEEN, WASHINGTON

Regular Meeting of the Board of Directors Community Room, Aberdeen High School February 19, 2019

#### **AGENDA**

5:00 p.m. Regular Meeting Call to Order

Flag Salute

Public Hearing – Bond Sale

#### Consent Agenda

- 1. Minutes
- 2. Accounts Payable
- 3. Trip Requests

#### Comments from Board Members

1. Board Self-Assessment

Comments from Student Representative

Comments from the Audience

#### Old Business

1. Policy 6220 Bid Requirements

#### Superintendent's Report

- Legislative Update
- 2. 2018-2019 Focus Areas
- 3. Stevens Update

#### **Financial Services**

- 1. Fiscal Status Report
- 2. Resolution 2019-04 Establishing a Registration System for Bonds
- 3. Resolution 2019-05 Authorization to Sell Bonds
- 4. Interagency Agreement with Energy Services

#### **New Business**

- 1. Surplus Materials
- 2. Next Meeting

Comments from the Audience

#### **Executive Session**

1. Personnel Matters

**ADJOURN** 

#### BOARD INFORMATION AND BACKGROUND

February 19, 2019 – Community Room, Aberdeen High School

5:00 p.m. – Regular Meeting Call to Order

Flag Salute

#### **Public Hearing**

This is the time set for a public hearing to consider the sale of limited obligation bonds to purchase and install a modular building at Miller Junior High School. Enclosure 1

#### Consent Agenda - Enclosure 2

- 1. <u>Minutes</u> The minutes from the regular meeting on February 5, 2019, are enclosed for your review and approval.
- 2. <u>Accounts Payable and Financial Matters</u> Payroll vouchers and accounts payable for January are enclosed for your review and approval.

#### 3. Trip Requests

- a. The Jazz Ensemble at Aberdeen High School is requesting permission to travel to Columbia Basin College at Pasco to participate in the CBC Jazz Unlimited Festival on April 12-13.
- b. FFA students at Aberdeen High School are requesting permission to travel to Ocean Shores for a leadership conference Feb. 22-23.
- c. Aberdeen High School requested permission for a student to travel to Portland, Ore., to compete at the All-Northwest Music Educators' Conference on Feb. 15-17.

Comments from Board Members

Comments from Student Representative

Comments from the Audience

#### Old Business

Policy 6220 Bid Requirements – The Washington State School Directors'
 Association has issued clarifying language regarding thresholds for small works
 projects and requests for proposals. The recommended update is presented for
 second reading and adoption. Enclosure 3

#### Superintendent's Report

- Legislative Update Superintendent Henderson will report on the 2019 Legislature and funding for schools. Enclosure 4
- 2. <u>2018-2019 Focus Areas</u> Superintendent Henderson will provide an update on the five focus areas for 2018-2019.
- 3. <u>Stevens Update</u> Superintendent Henderson will provide an update on planning for the new Stevens Elementary School.

#### Financial Services

- 1. <u>Fiscal Status Report</u> Executive Director of Business and Operations Elyssa Louderback will present the Fiscal Status Report for January. <u>Enclosure 5</u>
- 2. Resolution 2019-04 Establishing a Registration System for Bonds Board approval of Resolution 2019-04 establishing a system of registration for tax exempt bonds and obligations of the Aberdeen School District is presented for your review and approval. This is a roll call vote. Enclosure 6
- Resolution 2019-05 Authorization to Sell Limited Obligation Bonds A resolution authorizing the issuance, sale and delivery of not more than \$2.5 million in nonvoted limited general obligation bonds to purchase and install a modular building at Miller Junior High School has been prepared for your consideration. This is a roll call vote. Enclosure 7
- Interagency Agreement with Energy Services An interagency agreement with the Washington Department of Enterprise Services for the District's participation in the Energy Program is presented for your review and approval. Enclosure 8

#### **New Business**

- 1. <u>Surplus Materials</u> The Technology Department and Maintenance Department are recommending the items detailed in the enclosures be declared surplus as they are outdated or no longer used by the District. <u>Enclosure 9</u>
- 2. Next Meeting The next regular meeting of the Board is set for 5 p.m. Tuesday, March 5, 2019, in the Community Room at Aberdeen High School.

#### Comments from the Audience

#### **Executive Session**

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

- 1. Personnel Matters Enclosure 10
  - a. Certificated
  - b. Classified

#### **ADJOURN**

#### ABERDEEN SCHOOL DISTRICT NO. 5 GRAYS HARBOR COUNTY, WASHINGTON

## NOTICE OF INTENT TO ISSUE A LIMITED GENERAL OBLIGATION BOND AND CONDUCT A PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Directors (the "Board") of Aberdeen School District No. 5, Grays Harbor County, Washington (the "District") intends to issue a non-voted limited general obligation bond (the "Bond") pursuant to RCW 28A.530.080 and will hold a public hearing on February 19, 2019, starting at 5:00 p.m. or as soon thereafter as possible, in the Community Room at Aberdeen High School, 410 North G Street, Aberdeen, WA 98520, for the purpose of hearing comments from the public on the proposed issuance of the Bond. The proposed Bond will be issued as a limited general obligation bond; will be in the principal amount of not to exceed \$2,500,000; will be dated its date of delivery to the purchaser thereof; will be issued only in fully registered form; will bear interest at the rate(s) to be determined based on market conditions; will mature within ten (10) years of the date of issue; may be subject to prepayment prior to maturity of the Bond; will be issued and sold in such manner, at such time as will be required for the purpose for which the Bond is to be issued; and will include other related terms and conditions, all as deemed necessary and advisable by the Board. The exact date, form, terms, price, interest rate(s), maturity date, purchaser and repayment schedule of the Bond will be hereafter fixed by resolution of the Board. The proceeds of the Bond will be used to pay costs to acquire and install portable (modular) classrooms at Miller Junior High School and carry out other purposes authorized by RCW 28A.530.080. The principal of and interest on the Bond will be paid from money from the District's General Fund, and from other legally available money of the District. Any person wishing to be heard on the proposed issuance of the Bond should appear at the public hearing and present their views. Alternatively, or in addition, such interested persons may submit their views on the proposed issuance of the Bond in writing and deliver them to: Elyssa Louderback, Executive Director of Business & Operations, 216 North G Street, Aberdeen, Washington 98520, on or before the date of the public hearing.

> ABERDEEN SCHOOL DISTRICT NO. 5 GRAYS HARBOR COUNTY, WASHINGTON

/s/ Alicia Henderson
Superintendent and Secretary to the Board of
Directors

Publish: February 5, February 12, 2019

## Classified Proof

			_		
Client	ADW75521 - SCH DIST #5 - ABERDEEN	Phone	(360) 538-2010		
Address	216 NORTH G STREET	E-Mail	dshaw@asd5.org		
	ABERDEEN, WA, 98520	Fax			
Order#	843152	Requested By	DEE ANN SHAW	Order Price	\$421.67
Classification	9963 - Legals	PO #		Tax 1	\$0.00
Start Date	02/05/2019	Created By	4404	Tax 2	\$0.00
End Date	02/12/2019	Creation Date	01/29/2019, 10:46:00 am	Total Net	\$421.67
Run Dates	2			Payment	\$0.00
Publication(s)	Daily World				
Sales Rep	4404 - Bradt, Kathy	Phone	(360) 537-3907		
		E-Mail	kbradt@thedailyworld.com		
		Fax			

Minutes of the Regular Meeting of the Board of Directors – February 5, 2019

At 5:00 p.m. President Sandra Bielski convened the regular meeting of the Aberdeen School Board in the Community Room at Aberdeen High School. Members present were Jennifer Durney, Bill Dyer and Jeff Nelson, along with Superintendent Alicia Henderson, student representative Natalie Hurd and 28 patrons and staff. Director Erin Farrer was excused. The meeting began with the Flag salute.

CALL TO ORDER

On a motion by Jennifer Durney and seconded by Bill Dyer, the Board approved the Consent Agenda, which included the minutes of the regular meeting on January 15, 2019, and acceptance of a gift to the district in the amount of \$53,500 from the Marian J. Weatherwax Endowment Fund at the Grays Harbor Community Foundation.

CONSENT AGENDA

President Bielski discussed the self-assessment tool available to the Board through the Washington State School Directors' Association. It was agreed that the Board would take the assessment and review results at the retreat in March. COMMENTS FROM THE BOARD

Student Representative Natalie Hurd reported on various activities taking place for students in the District. She noted that the AHS Girls Wrestling team captured the District title for the fourth year in a row and that the juniors are taking part in Business Week this week.

COMMENTS FROM STUDENT REPRESENTATIVE

Superintendent Henderson reported on the work of the Budget Advisory Committee. She reported that three members of the committee and Director Bill Dyer traveled to Olympia to share the impact that the new funding model is having in Aberdeen. In addition, she noted that the committee will continue to meet, although less frequently, with the next meeting planned for May..

BUDGET ADVISORY COMMITTEE

Superintendent Henderson provided an update on the 2018-2019 focus areas. She noted the work taking place for the upcoming science adoption, PBIS training on February 15 focused on the social/emotional learning component and that the Discipline Committee held its first of four meetings.

2018-2019 FOCUS AREAS

Superintendent Henderson reported that the drills in the District using the ALICE model – Alert, Lockdown, Inform, Counter, Evacuate – have taken place and were successful.

ALICE DRILLS

The Board set Saturday, March 9, as the day for its annual retreat. Superintendent Henderson clarified that there is no cost associated with the retreat as the Board meets in the District.

**BOARD RETREAT** 

Superintendent Henderson announced that Aberdeen will be hosting the WSSDA Regional Meeting on Tuesday, April 30.

WSSDA REGIONAL MEETING

Executive Director of Business and Operations Elyssa Louderback provided an update on the process for the sale of \$2.5 million in limited general obligation bonds to purchase and install a modular classroom building at Miller Junior High School.

MILLER MODULAR BUILDING Aberdeen School Board Minutes February 5, 2019

She reported the public hearing is scheduled for the February 19 meeting of the Board, followed by a request to proceed and that, if approved, the funding will occur on March 5.

Executive Director Elyssa Louderback presented updates to Board Policy 6220 Bid Requirements for first reading as recommended by WSSDA.

On a motion by Jennifer Durney and seconded by Jeff Nelson, the Board adopted Resolution 2019-03 Authorizing an Interlocal Agreement for Healthcare, specifically the District's participation in the Premera Blue Cross system.

On a motion by Bill Dyer and seconded by Jennifer Durney, the Board declared as surplus photography and video equipment that is no longer used in CTE classes at Aberdeen High School.

The next regular meeting of the Board is set for 5 p.m. Tuesday, February 19, 2019, in the Community Room at Aberdeen High School.

At 5:22 p.m., President Sandra Bielski recessed the meeting for an executive session expected to last 60 minutes under RCW 42.30.110 (b) (c) (g) (to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee and to consider real estate matters). Director Jennifer Durney was excused. The session convened at 5:26 p.m. Director Erin Farrer joined the meeting remotely. At 6:26 p.m., the regular meeting reconvened.

Following a presentation by Assistant Superintendent Jim Sawin, on a motion by Jeff Nelson and seconded by Bill Dyer, the Board approved the Personnel Report with directors Bielski, Dyer, Farrer and Nelson present. Under certificated matters, the Board accepted resignations from Jeromy Thorarensen, a Spanish teacher at Aberdeen High School, effective June 14, and from Patricia King, a special education teacher at Stevens Elementary School, effective January 31.

Under classified matters, the Board approved the hiring of Hailey Bryant as Indian Education Coordinator for the District effective February 11, Gage Martell as a temporary para-educator at Aberdeen High School effective January 17, Pamela Alstrom as a para-educator in the After School Program at Robert Gray Elementary School effective January 14, Jessie Winter, Amanda Hoefs, Michelle Reed and Rebel Jordan as Math Olympiad coaches effective January 28, Mercedes Taylor, Heather Berentsen, Louis Steuber-Rosche as Math Olympiad coaches effective January 31; accepted resignations from Mason Campeau as a para-educator at Aberdeen High School effective June 14 and from Erin Pehl as the After School Program site coordinator at Stevens Elementary School effective January 31; approved leaves of absence for Sarah Thomasson, the lead electrical/mechanical worker in the Maintenance Department effective February 4 to March 1, Stefani Joesten, a para-educator at Aberdeen High School, effective January 30 to February 14, and Nikki Jones, LRC technician at A. J. West Elementary School, effective January 23 to February 8; approved extra-curricular contracts at Aberdeen High School for head coaches Larry Fleming for boys' soccer, Ashley Kohlmeier for girls' tennis, April Meissner for track, Shon Schreiber for baseball, Dan Sundstrom for girls' golf and Scott Wilson for fast pitch, all effective February 25; approved extra-curricular contracts for assistant coaches at Aberdeen High School for Ben Barene and Alfie Bensinger for boys' soccer; Kevin Brown and Jose' Ortiz for

POLICY 6220 BID REQUIREMENTS

INTERLOCAL AGREEMENT FOR HEALTHCARE

SURPLUS EQUIPMENT

NEXT MEETING

**EXECUTIVE SESSION** 

PERSONNEL REPORT

CERTIFICATED

**CLASSIFIED** 

Aberdeen School Board Minutes February 5, 2019

baseball, David Bruncke for girls' tennis, Casey Doyle, Desiree Glanz, Erin Pehl and Kimberly Ivy Lyles for track, Brandon Siano for fast pitch, all effective February 25; approved extra-curricular contracts for Doug Basler, Samantha Deugan-Leverett,

High School effective February 11; approved the hiring of C Gardner, David Hack and Kevin Oleson as substitutes for the resignations from Dawn Crabb effective January 24 and from	ne District; accepted		
There being no further business, the regular meeting was	adjourned at 6:29 p.m.	ADJOURN	
Alicia Henderson, Secretary	Sandra Bielski, Presid	ent	

Check Summary

05.18.10.00.00-11.7-010020

PAGE:

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 February 19, 2019, the board, by a approves payments, totaling \$1,693,233.95. The payments are further identified in this document. Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: Warrant Numbers 826872 through 826874, totaling \$1,693,233.95 Board Member Secretary Board Member Board Member Board Member Check Nbr Vendor Name Check Date Check Amount 826872-826873 Payroll Warrants 826874 Anchor Savings Bank 236.32 01/31/2019

Computer

Check(s) For a Total of

01/30/2019

1,693,233.95

1,692,997.63

260.00

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 February 19, 2019, the board, by a vote, approves payments, totaling \$1,756,773.97. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: Warrant Numbers 826875 through 826918, totaling \$1,756,773.97

826907 Twin Star Credit Union

Secretary	Вс	oard Member	
Board Meml	ber Bo	oard Member	
Board Meml	ber	•	
Check Nbr	Vendor Name	Check Date	Check Amount
	Aberdeen High School-AHS Schol		115.00
	Aberdeen School District #5	01/31/2019	150.00
	Aflac Remittance Processing	01/31/2019	1,826.53
	American Fidelity-FSA	01/31/2019	4,402.14
	American Fidelity	01/31/2019	5,768.88
826880	American Fidelity Health Servi		3,250.00
	Ameritas	01/31/2019	19,701.00
826882	Anchor Savings Bank-Child Supp	01/31/2019	750.00
826883	Bank Of The Pacific	01/31/2019	575,777.92
826884	Cnty/city Mun Ees	01/31/2019	2,874.50
	Deferred Compensation Program	01/31/2019	16,491.00
826886	Delta Management Associates In	01/31/2019	557.58
	Dynamic Collectors	01/31/2019	1,443.73
	E.S.D.#113 Unemployment Coop	01/31/2019	3,266.92
826889		01/31/2019	371.72
	Ed.Serv.Dist.#113	01/31/2019	32,127.48
	Employment Security Dept	01/31/2019	441.24
	Financial Assistance, Inc	01/31/2019	533.00
	Great NW Credit Union	01/31/2019	375.00
	Inspirus	01/31/2019	12,187.56
	Legal Shield	01/31/2019	136.15
826896		01/31/2019	6,886.41
	Nbn Vision	01/31/2019	10,700.00
	Or Dept Of Justice	01/31/2019	430.80
	PREMERA	01/31/2019	403,787.16
	Pse Of Wa	01/31/2019	6,359.75
	Pse Of Washington	01/31/2019	55.56
	Public Employees Retirement	01/31/2019	984.92
	School Employees Retirement Sy		133,945.52
	Teacher Retirement System-Dc	01/31/2019	390,948.61
	Tsa Consulting Group Inc	01/31/2019	14,185.00
	Twin Star Credit Union	01/31/2019	3 465 00

01/31/2019

3apckp07.	p.				
05.18.10.	00.	00-1	1.7-	010	020

ABERDEEN SCHOOL DISTRICT NO 5
Check Summary

11:20 AM 01/28/19 PAGE: 2

Check Nbr	Vendor Name	Check Date	Check Amount
826909 826910 826911 826912 826913 826914 826915 826916	Twin Star Scholarship Acct Twinstar Pse Local Dues United Way Us Department Of Education Veba Contributions-Y1286.00 Wa State School Ret Assn Washington State Treasurer Wea Payroll Deductions Wea Select Plans-Wds	01/31/2019 01/31/2019 01/31/2019 01/31/2019	93.50 93.50 612.38 826.62 10,939.37 49.00 33,514.65 21,982.19 21,155.48
826917 826918	•	01/31/2019	4,318.70 8,632.50
	44 Computer Check(s)	For a Total of	1,756,773.97

1,181.12

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.

02/12/19

PAGE:

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 February 19, 2019, the board, by a vote, approves payments, totaling \$19,123.33. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: ASB FUND Warrant Numbers 826920 through 826940, totaling \$19,123.33

Secretary F	Board Member	
Board Member	Board Member	
Board Member		
Check Nbr Vendor Name	Check Date	Check Amount
826921 Aberdeen School District #5 826922 Aberdeen School District #5 826923 Aberdeen School District #5 826924 Amazon Capital Services 826925 Auburn High School 826926 Brians Golf Shop 826927 Bsn Sports 826928 Carle, Laura J	- 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019	249.61 225.75 1,649.27 1.56 213.44 200.00 522.24 1,800.00 91.47
826929 D4 Sports Llc 826930 Domino's Pizza 826931 Food Services Of America 826932 Grays Harbor Officials Associa 826933 Harbor Blooms & Gifts 826934 Helland, Tamara Jean 826935 Kelso High School Asb 826936 Mullikin, Kisa Rae 826937 NAPAVINE HIGH SCHOOL 826938 Petersen, Scott 826939 Tennis Warehouse 826940 Weatherwax Asb Fund	02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019 02/20/2019	1,100.19 72.20 956.25 8,124.50 363.83 122.39 300.00 120.00 375.00 495.00 1,585.63 555.00

21 Computer

Check(s) For a Total of

19,123.33

11:22 AM

02/13/19

565.00

PAGE:

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 February 19, 2019, the board, by a approves payments, totaling \$565.00. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: PRIVATE PURPOSE TRUST Warrant Numbers 826941 through 826942, totaling \$565.00

Secretary	Board Member	
Board Member	Board Member	
Board Member		
Check Nbr Vendor Name	Check Date	Check Amount
826941 Aberdeen School District #5 826942 Grays Harbor College	- 02/20/2019 02/20/2019	65.00 500.00

Check(s) For a Total of

Computer

05.18.10.00.00-11.7-010020

Check Summary

PAGE:

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 February 19, 2019, the board, by a approves payments, totaling \$65,260.10. The payments are further identified in this document. Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: CAPITAL PROJECTS Warrant Numbers 826943 through 826944, totaling \$65,260.10 Board Member \_\_\_\_\_ Secretary Board Member Board Member Board Member Check Date Check Amount Check Nbr Vendor Name 826943 KCDA Purchasing Coop. 826944 Wedderman Architecture 02/20/2019 62,260.10 02/20/2019 3,000.00

> 2 Computer

Check(s) For a Total of

65,260.10

20,087.42 GF

05.18.10.00.00-11.7-010020

826945 Anchor Savings Bank

Check Summary

PAGE:

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 February 19, 2019, the board, by a approves payments, totaling \$26,253.60. The payments are further identified in this document. Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: GENERAL & ASB FUNDS Warrant Numbers 826945 through 826946, totaling \$26,253.60 Board Member Secretary Board Member Board Member \_\_\_\_ Board Member Check Date Check Amount Check Nbr Vendor Name

02/20/2019 6,166.18 ASB 826946 Anchor Savings Bank 26,253.60

02/20/2019

3apckp07.p

Check Summary

D3

PAGE:

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 February 19, 2019, the board, by a \_\_\_\_\_\_\_ vote, approves payments, totaling \$750,746.39. The payments are further identified in this document.

Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: GENERAL FUND Warrant Numbers 826947 through 827070, totaling \$750,746.39

Secretary	Во	oard Member	
Board Memb	ber Bo	oard Member	
Board Meml	ber		
Check Nbr	Vendor Name	Check Date	Check Amount
826947 826948 826949 826950 826951 826953 826953 826955 826956 826956 826959 826961 826962 826963 826964 826965 826966 826967 826967 826970 826971 826971 826973 826974 826975	Aberdeen Office Equipment Inc Aberdeen Sanitation Aberdeen Sd #5 Revolving Fund Aberdeen Little League Aberdeen School District-Cash Airgas Usa, Llc Amazon Capital Services Anchor Savings Bank Aramark Uniform Services	02/20/2019 02/20/2019	4,843.73 6,815.53 284.39 60.00 273.00 3.00 2,139.51 4,617.42 70.02 330.00 11,637.54 228.75 359.41 239.21 309.36 359.00 181.23 259.00 260.00 441.90 4,042.40 16,031.28 298.21 80.92 248.97 3,341.78 6,206.38 10,026.87 12,400.00 296.15
826978	Competitive Athletics Continental Athletic Supply	02/20/2019 02/20/2019 02/20/2019	289.88 1,030.80 3,216.80

2

Check Nbr	Vendor Name	Check Date	Check Amount
	Cosmopolis School District	02/20/2019	4,461.60
826981	Cts Language Link	02/20/2019	240.91
826982	D4 Sports Llc	02/20/2019	1,634.18
	Daily Journal Of Commerce	02/20/2019	258.30
	Dairy Fresh Farms	02/20/2019	16,109.40
	Dept Of Enterprise Services	02/20/2019	350.00
	Domino's Pizza Dunsire Printers	02/20/2019 02/20/2019	244.73 215.14
	Ecolab Food & Safety Specialti		28.93
	Ednetics Inc	02/20/2019	381.26
	Edu Healthcare	02/20/2019	10,560.00
	Ellingsen, Mary Nell	02/20/2019	10,762.50
	ESD 113	02/20/2019	43,009.47
	Espresso Rescue Llc	02/20/2019	297.04
	Fastenal Company	02/20/2019	76.66
826995	Ferrellgas	02/20/2019	1,734.68
826996	Food Services Of America	02/20/2019	69,700.54
	Francotyp-Postalia, Inc	02/20/2019	205.88
	Franz Family Bakeries	02/20/2019	3,344.96
	Gensco	02/20/2019	445.35
	Gh County Water District #2	02/20/2019	330.00
	Glynlyon Inc	02/20/2019	750.00
	GOETTEL & ASSOCIATES, INC	02/20/2019 02/20/2019	7,725.00
	Govconnection Inc Grays Harbor College - Kathy K		1,710.52 143,319.42
	Grays Harbor Transportation	02/20/2019	200.00
	Grays Harbor Public Health	02/20/2019	40.00
	Grays Harbor Equipment	02/20/2019	944.69
	Greater Grays Harbor, Inc	02/20/2019	990.00
	Harbor Auto & Truck Parts	02/20/2019	1,512.73
	Harbor Disposal Co Inc	02/20/2019	1,417.36
827011	Home Depot	02/20/2019	367.43
	Hoquiam School District #28	02/20/2019	113,526.85
	Jacknut Apparel	02/20/2019	322.30
	Jostens Inc	02/20/2019	14.19
	Jw Pepper And Son Inc	02/20/2019	133.98
	KCDA Purchasing Coop.	02/20/2019	3,669.75
	KCDA Purchasing Coop.	02/20/2019	3,062.40
	Keeton Industries Inc Kelley Imaging Systems Agreeme	02/20/2019	204.46 3,830.00
	Lemay Inc	02/20/2019	36.93
	Lemay Mobile Shredding	02/20/2019	150.10
	Marshall's Garden & Pet Store	02/20/2019	185.80
827023		02/20/2019	12,883.45
	McGregor, Joy	02/20/2019	75.00
	Miller Junior High Asb	02/20/2019	20.00
	NAPA COMMERCIAL SYTEMS GROUP	02/20/2019	999.00
	North Beach School Dist #64	02/20/2019	19,717.06
	Northstar AV LLC	02/20/2019	178.76
827029	O'Reilly Auto Parts	02/20/2019	232.65

Check Summary

02/13/19

750,746.39

PAGE:

32,300.00 1,388.62 175.00 22,622.27 1,666.66 272.53 607.50 9,901.50 1,633.95 55,934.27 2,659.63 19.34 1,534.60 68.03 151.00 100.50
175.00 22,622.27 1,666.66 272.53 607.50 9,901.50 1,633.95 55,934.27 2,659.63 19.34 1,534.60 68.03 151.00
22,622.27 1,666.66 272.53 607.50 9,901.50 1,633.95 55,934.27 2,659.63 19.34 1,534.60 68.03 151.00
22,622.27 1,666.66 272.53 607.50 9,901.50 1,633.95 55,934.27 2,659.63 19.34 1,534.60 68.03 151.00
1,666.66 272.53 607.50 9,901.50 1,633.95 55,934.27 2,659.63 19.34 1,534.60 68.03 151.00
272.53 607.50 9,901.50 1,633.95 55,934.27 2,659.63 19.34 1,534.60 68.03 151.00
9,901.50 1,633.95 55,934.27 2,659.63 19.34 1,534.60 68.03 151.00
9,901.50 1,633.95 55,934.27 2,659.63 19.34 1,534.60 68.03 151.00
1,633.95 55,934.27 2,659.63 19.34 1,534.60 68.03 151.00
55,934.27 2,659.63 19.34 1,534.60 68.03 151.00
2,659.63 19.34 1,534.60 68.03 151.00
19.34 1,534.60 68.03 151.00
68.03 151.00
68.03 151.00
283.63
22.68
546.26
1,125.00
122.17
7,451.51
4,159.50
277.17
162.00
9 409.33
37.99
2,000.00
180.00
4,960.57
70.00
238.56
175.00
34.50
57.00
1,747.90
735.00
9 85.03
53.04
10,281.72
10,661.63

358.73

05.18.10.00.00-11.7-010020

2

Check Summary

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 February 19, 2019, the board, by a approves payments, totaling \$358.73. The payments are further identified in this document. Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: COMP TAX Warrant Numbers 827071 through 827072, totaling \$358.73 Board Member \_\_\_\_ Secretary Board Member Board Member \_\_\_\_\_ Board Member Check Date Check Amount Check Nbr Vendor Name 827071 Bank Of The Pacific (use Tax) 02/20/2019 273.34 GF 827072 Bank Of The Pacific (use Tax) 02/20/2019 85.39 ASB

11:21 AM

02/14/19

05.18.10.00.00-11.7-010020

1

Check Summary

n

PAGE:

150.00

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 February 19, 2019, the board, by a approves payments, totaling \$150.00. The payments are further identified in this document. Total by Payment Type for Cash Account, ACCOUNTS PAYABLE: ASB FUND Warrant Numbers 827073 through 827073, totaling \$150.00 Board Member \_\_\_\_\_ Secretary Board Member Board Member Board Member Check Date Check Amount Check Nbr Vendor Name 02/14/2019 150.00 827073 Harder, Leon

#### **OVERNIGHT & OUT-OF-STATE STUDENT TRIP REQUEST**

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

Group/Team AHS JAZZ Ensemble	
School AHS	
Advisor Patterson	Phone 360 538 2089
Date(s) of Trip 4/12/19 - 4/13/19	Destination CBC Pasco WA
Lodging Location	
Objective of Trip Perform and compute	
Festival	
Number of Students 23	Number of Chaperones3
Cost per Student \$75	Cost per Chaperone
Funding Source and/or Account Code 45B	
Type of Transportation $\beta_{35}$	Bus form required YES NO
ASB Approval	Date 2/6/19
Principal Approval Shem a north	)Date
Board Approval	Date

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

#### **OVERNIGHT & OUT-OF-STATE STUDENT TRIP REQUEST**

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

es
e

#### **OVERNIGHT & OUT-OF-STATE STUDENT TRIP REQUEST**

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

Group/Team AHS Music			
School AHS			
) /\	Phone 2089		
Date(s) of Trip 2/15/19	·		
	Lodging Phone		
Objective of Trip Escorting Ben Faguratedt			
Honor Chaire as at NAFME A			
Number of StudentsNum	_		
Cost per Student Cost per Chaperone			
Funding Source and/or Account Code ASB			
Type of TransportationBus form required YESNO			
ASB Approval	Date_ 2/14/19		
Principal Approval then North	Date_ 2/14/19		
Board Approval	Date		

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

#### **BID REQUIREMENTS**

The board of directors of the Aberdeen School District recognizes the importance of maximizing the use of district resources, the need for sound business practices in spending public money, the requirement of complying with state laws governing purchasing and public works, the importance of standardized purchasing regulations, and the need for clear documentation—in meeting auditing requirements.

#### I. Procurement and Public Works Using State Funds

A. Furniture, Supplies, or Equipment

Whenever the estimated cost of furniture, supplies or equipment (except books) will cost:

- 1. Less than \$40,000, no competitive bidding process is required to make the purchase;
- 2. Between \$40,000 and \$75,000, the board will follow the informal competitive bidding process by requiring quotes from at least three different sources to be obtained in writing or by telephone and recorded for the public to review;
- 3. Over \$75,000, the Board will follow the formal competitive bidding process by:
  - a. Preparing clear and definite plans and specifications for such purchases;
  - b. <u>Providing notice of the call for formal bids by publication in at least one newspaper of general circulation in the district at least once each week for two consecutive weeks;</u>
  - c. Ensuring that the district takes steps to assure that when possible, the district will use small and minority businesses, women's business enterprises and labor surplus firms;
  - d. Providing the clear and definite plans and specifications to those interested in submitting a bid;
  - e. Requiring that bids be in writing;
  - f. Opening and reading bids in public on the date and in the place named in the notice; and
  - g. Filing all bids for public inspection after opening.

#### A. Purchases

1. Formal Bids: Whenever the estimated cost of any furniture, supplies (except books), equipment or work meets or exceeds \$300,000, formal bids shall be called for by issuing public notice placed in at least one (1) newspaper of general circulation within the district once each week for two (2) consecutive weeks unless a statutory exception permits another contracting option. Clear and definite specifications shall be prepared

- and made available to all vendors interested in submitting a bid. For purposes of this policy, a lease purchase agreement, whereby the district may own the property at the end of a lease term, shall be subject to the same conditions as an outright purchase.
- 2. Informal Bids: When the estimated cost of any supplies, equipment, work, or furniture (except books) shall exceed \$40,000 but be less than \$75,000, informal bids will be solicited from responsible vendors. The superintendent will establish bidding and contract awarding procedures for all purchases of furniture, equipment, or supplies (except for books), the cost of which is estimated to be in excess of \$40,000.
- 3. No bid procedure is required for purchase of furniture equipment or supplies under \$40.000.

#### B. Exemptions

The board may waive bid requirements for purchases:

- 1. Clearly and legitimately limited to a single source of supply;
- 2. Involving special facilities or market conditions;
- 3. <u>In the event of an emergency</u>;
- 4. Of insurance or bonds; and
- 5. <u>Involving public works in the event of an emergency.</u>

"Emergency" means unforeseen circumstances beyond the district's control that present a real, immediate threat to the proper performance of essential functions or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

Whenever the board waives bid requirements, the board will issue a document explaining the factual basis for the exception and record the contract for open public inspection.

#### **B.** Public Works Projects

- 1. Whenever in the opinion of the board the cost of any public work project shall equal or exceed \$300,000, formal bids shall be called for by issuing public notice placed in at least one (1) newspaper of general circulation within the district once each week for two (2) consecutive weeks, unless a statutory exception permits another contracting option. Clear and definite specifications shall be prepared and made available to all vendors interested in submitting a bid.
- When the cost of a public works project equals or exceeds \$35,000 but is less than \$150,000 informal bids shall be solicited from responsible vendors. The superintendent shall establish bidding and contract awarding procedures for all public works projects, the cost of which is estimated to be in excess of \$35,000. However, all building improvement, repair or other public work projects estimated to be less than \$300,000

may be awarded to a contractor on the small works roster, pursuant to state's uniform small works roster process.

Public works projects that are less than \$40,000 may be performed by district personnel.

#### C. Rejection of Bids

The board may by resolution reject any and all bids and make further calls for bids in the same manner as the original call.

#### C. Limited Public Works Projects

1. Limited public works projects are those estimated to cost less than \$35,000. The district may award contracts for limited public works pursuant to the state limited public works process. With approval by the superintendent, for limited public works, the district may waive the payment and performance bond requirements and the retainage requirements of law, thereby assuming liability for a contractor's nonpayment of laborers, mechanics, subcontractors, material men, suppliers and taxes. The district shall have the right of recovery against the contractor for any of these payments made on the contractor's behalf.

#### D. Interlocal Cooperation Act

The board reserves the right to enter into inter-local cooperative agreements for purchases and public works with other governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

#### D. Other Provisions

For any public works contract expected to cost more than \$1 million, the bids shall include the names of subcontractors who will do the heating, ventilation and air conditioning, plumbing or electrical work. Failure to name a subcontractor or the bidder for each category of work renders the bid non-responsive and void. Naming more than one subcontractor for a category of work, unless different subcontractors are named in alternative bids, also voids a bid.

Bid procedures shall be waived when the board declares an emergency, for purchases involving special facilities or market conditions; for purchases of insurance or bonds or when purchases are clearly limited to a single source of supply. Any time bid requirements are waived pursuant to this provision; a document explaining the factual basis for the exception and the contract shall be recorded.

The board may by resolution reject any and all bids and make further calls for bids in the same manner as the original call. The board reserves the right to purchase through an interlocal cooperative agreement with another governmental agency provided such agency has complied with the bidding requirements that are applicable to school districts.

The board shall include in each contract a proviso requiring the contractor to prohibit any of its employees who has ever been convicted of or pled guilty to any of the child related felonies from working where he/she would have contact with public school children. The contract shall also provide that failure to comply with this requirement is grounds for immediate termination of the contract.

When federal funds are used for procurement of supplies, other property, or professional services, the following steps will be followed:

- 1. An order for supplies or other property that totals \$75,000.00 or more must be publicly solicited using sealed bids. Orders for less than \$75,000.00 may be procured using price or rate quotations from three or more qualified sources;
- 2. A professional services contract that totals \$100,000.00 or more must be publicly solicited using sealed bids. Services contracts for less than \$100,000.00 may be procured using price or rate quotations from three or more qualified sources;
- 3. Procurement by noncompetitive proposals may only be used when it is infeasible to use informal quotes or sealed bids and one of the following circumstances applies:
  - a. The item is only available from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The awarding agency (e.g. OSPI) authorizes noncompetitive proposals; or
  - d. After solicitation of a number of sources, competition is determined inadequate;
- 4. For any procurement transaction over \$25,000.00 the vendor or contractor must not be suspended or debarred from participating in federal assistance programs; and
- 5. For any subcontract award in any amount, the grantee must not be suspended or debarred.

#### E. Crimes Against Children

The board will include in any contract for services with an entity or individual other than an employee of the district a provision requiring the contractor to prohibit any employee of the contractor from working at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. The contract shall also contain a provision that any failure to comply with this section shall be grounds for the district immediately terminating the contract.

The superintendent will establish bidding and contract awarding procedures for all purchases of furniture, equipment, supplies (except books), or public works projects consistent with state law.

#### F. Use of State Funds for Improvements or Repairs

The board may make improvements or repairs to district property through a district department without following the competitive bidding process if the total cost of improvements or repairs does not exceed \$75,000. If the board estimates that the total cost of a building, improvement, repair, or other public works project is \$100,000 or more, the board will follow the formal competitive bidding process outlined above, unless the contract is let using the small works roster process authorized by RCW 39.04.155 or under any other procedure authorized for school districts. There are no statutory bidding requirements for public works projects involving improvements or repairs that are within the \$75,000 to \$100,000 range. For projects in this range, the district may consider: using its small works roster process, under RCW 39.04.155; using an inter-local agreement or contract with a vendor of the district's choice, without any competitive process, under RCW 28A.335.190; or choosing to require quotes for the work to make the process more competitive.

#### **II. Procurement Using Federal Funds**

#### A. Goods

When the district uses federal funds for procurement of **goods** (furniture, supplies, equipment, and textbooks):

- 1. Purchases of \$10,000 or less do not require quotes. However, the district must consider price to be reasonable, and, to the extent practical, distribute purchases equitably among suppliers.
- 2. Purchases between \$10,000 and \$75,000 must be procured using price or rate quotations from three or more qualified sources.
- 3. Purchases of \$75,000 or more must be publicly solicited using sealed bids or requests for proposals.

#### B. Services

When the district uses federal funds for procurement of services:

- 1. Purchases of \$10,000 or less do not require quotes. However, the district must consider price to be reasonable, and, to the extent practical, distribute purchases equitably among suppliers.
- 2. Purchases between \$10,000 and \$250,000 must be procured using price or rate quotations from a reasonable number of qualified sources.
- 3. <u>Purchases of \$250,000 or more must be publicly solicited using sealed bids or requests for proposals.</u>

#### C. Noncompetitive Procurement

Noncompetitive procurement may be used only when one of the following four circumstances applies:

1. The item is only available from a single source;

- 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- 3. The awarding agency (e.g., OSPI) authorizes noncompetitive procurement in response to a written request from the district; or
- 4. After solicitation of a number of sources, competition is determined inadequate.

The district must maintain documentation supporting the applicable circumstance for noncompetitive procurement.

#### D. Suspension and Debarment

Before entering into federally funded vendor contracts for goods and services that equal or exceed \$25,000 and any subcontract award, the district will ensure the vendor is not suspended or debarred from participating in federal assistance programs.

#### E. Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee, officer, or agent of the district may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violation of these standards may result in disciplinary action including, but not limited to, suspension, dismissal, or removal.

#### **III. Procedures**

The superintendent or designee will establish bidding and contract awarding procedures consistent with state and federal law.

The superintendent will establish bidding and contract awarding procedures for all purchases of furniture, equipment, supplies (except books) or public works projects consistent with state and federal law.

Legal References: RCW 28A.400.330 <u>Crimes against children – Contractor employees</u>

-- Termination of Contract--Termination of

Contract

28A.335.190 Advertising for bids--Bid procedure Competitive bid procedures – Purchases from inmate work

	programs – Telephone or written quotation	
	solicitation, limitations Emergencies	
39.04.155	Small work roster contract procedures Limited	
	public works process Definition—Contract	
	award process	
39.26.160	Bid awards – Considerations – Requirements and	
	criteria to be set forth – Negotiations – Use of	
	enterprise vendor registrations and bid	
	notification system	
39.04.280	Competitive bidding requirements—Exemptions	
39.30.060	Bids on public works – Identification, substitution	
	of contractors Contracts Indebtedness	
	Limitations Competitive Bidding -	
	Violations	
39.34	RCW Interlocal Cooperation Act	
43.19.1911	Letting contractLowest responsible bidder,	
	determinationPublic inspection of bids	
2 CFR Part 200	Uniform Administrative Requirements, Cost	
	Principles, and Audit Requirements for Federal	
	Awards	
2 CFR 200.67	Micro-purchase	
2CFR 200.88	Simplified Acquisition Threshold	
2 CFR 200.318	General Procurement Standards	
2 CFR 200.320	Methods of Procurement to be Followed	
2 CFR 3485	Nonprocurement Debarment and Suspension	

02/06/96

Adoption Date: Revised: 12/19/00, 09/05/01, 08/17/04, 02/21/06; 05/06/14; \_\_\_\_\_

#### FOR IMMEDIATE RELEASE

Contact: Joel Aune, Executive Director
Washington Association of School Administrators
800.859.9272
jaune@wasa-oly.org
www.wasa-oly.org

### School Districts Offer Remedy to Counter Losses due to Legislative Changes

Data review shows a third of public school districts will have less state funding for basic operating revenue in 2019, despite legislative 'hold harmless' provision.

OLYMPIA — An analysis of the state's new K–12 funding system indicates legislative changes as a result of the *McCleary* decision will leave more than 100 school districts with less money for basic operating expenses in 2019–20, forcing budget cuts that will significantly impact staffing and programming, creating inequities in communities across the state.

The findings, presented last week by the Washington Association of School Administrators (WASA), also include a short-term legislative solution aimed at helping the affected districts break even and avoid deep cuts to staff and programming due to losses incurred under the new state funding structure.

"We are keenly aware of the complexities of the state's new funding system, and the glaring inequities that have emerged as a result of E2SSB 6362, the Legislature's response to the *McCleary* ruling," said WASA **Executive Director Joel Aune**. "Unfortunately, the loss of local levy funding was far greater than the increase in new basic education operating revenue, leaving over 100 districts across Washington facing budget shortfalls of considerable scope and consequence," he said. "The Legislature set out to ensure districts did not lose funding with a hold harmless provision. But our research confirms that the hold harmless did not achieve its intended purpose."

"Without legislative action this session, many school districts across the state face grim consequences, including program and staff cuts of significant magnitude," added Aune. "Administrators around the state acknowledge that the new funding structure was well-intended and meant to increase the state's investment in education. But the reality is that about a third of our districts will have less money to address basic operating expenses as a result of the way the state is now funding education."

Last fall, following implementation of E2SSB 6362, WASA convened a workgroup of superintendents, business managers, and chief financial officers with the goal of providing assistance to small districts negatively impacted by the legislative changes. After months of analysis, the group determined about one third of districts statewide were incurring losses as a result of the way the state now funds education.

Because of legislative changes, local levies were reduced by \$1.1 billion. The change represents a significant decrease in local funds for many districts, some of which have been collecting as much as \$3 or \$4 per \$1,000. They are now limited to collecting about half that amount, with local levies capped at \$1.50 per \$1,000 or \$2,500 per student—

whichever is less. This, despite the "hold harmless" provision in the legislative language that districts shall not lose funding under the legislative changes to the way schools are funded.

Additionally, many school districts are facing the challenge of transitioning from a variable teacher salary allocation model to the new fixed state salary allocation of \$65,216. The previous state funding allocation structure recognized that professional educator staff are paid on the basis of education and experience. The current model utilizes a one-size-fits-all state allocation for teacher salaries, which only funds a portion of the actual salaries of educators with training and years of experience above the state average. School districts must bridge the funding gap for the new and increased amount not covered by the state under the current structure.

To address the shortfall, WASA is proposing a short-term solution for the districts most severely impacted by the school funding changes. The proposed solution would:

- Increase state funding for 115 districts negatively impacted by legislative changes to get them to a financial break-even point, plus add an increase in basic education operating revenue based on the Annual Implicit Price Deflator (IPD), which accounts for inflation.
- Expand the state's experience factor eligibility criteria to include districts that exceed the statewide average for teacher years of experience by 15 percent.

All told, the legislative remedy offered by WASA would cost approximately \$123 million to bring the 115 identified school districts back to a break-even point. It is important to note this proposal is a short-term fix that would provide immediate assistance to those districts most severely impacted by E2SSB 6362. These districts, and all others, are still confronted with enormous funding challenges related to school safety and security, special education, the School Employees' Benefits Board (SEBB) program, and levies.

"While Vancouver is not one of the districts that will actually have less funding for basic operations in 2019, this is something every school district should be concerned about," said Dr. Steven Webb, Vancouver Public Schools superintendent. "Over 30 percent of our state's school districts now have less operating revenue as a result of these changes. We are hopeful the Legislature will give serious consideration to both the workgroup's research and its recommendations."

WASA is currently working with legislators on the proposal to enact changes this legislative session. A complete list of the affected districts is available on the WASA website.

#### **About the Washington Association of School Administrators (WASA)**

WASA (www.wasa-oly.org) is a non-profit organization committed to the development of quality education through professional leadership. Members benefit from a supportive community of professional leaders working to provide insightful, valuable training support, and resources. WASA also strives to sustain a positive impact on legislative and community leaders. Membership is open to education administrators in Washington state.

# HOLDING SCHOOL DISTRICTS HARMLESS

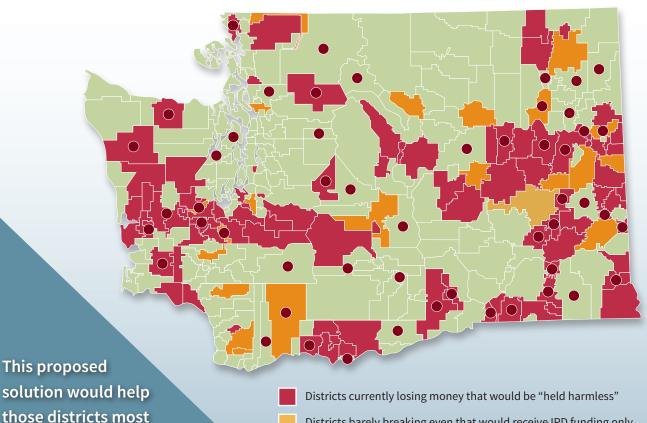
A short-term funding solution in the wake of state education funding changes

Following the implementation of changes to state education funding, WASA convened a work group with the goal of providing assistance to small school districts negatively impacted by the legislative changes.

An analysis of the data shows that 32% of school districts, including large, medium and small ones, are incurring funding losses as a result of the changes and another 7% of districts are seeing only negligible funding increases under the new structure. This proposed solution is meant to serve as a short-term bridge to a future legislative funding fix.

#### The solution?

- 1. Hold the 93 districts losing money "harmless" and add state IPD dollars to account for inflation, helping 115 districts total
- 2. Expand the state's "experience factor" criteria by 15%, helping **52 districts** that have a higher proportion of long-serving, experienced teaching staff



negatively impacted by the state school funding changes— **132 out of 295** Washington school districts.

Districts barely breaking even that would receive IPD funding only

Districts eligible for "experience factor" funding



# How would it work?

The short-term solution proposes an increase in state funding that is two-fold:

#### "HOLD HARMLESS" + IPD

Revise the "hold harmless" provision of Senate Bill 6362, section 401 to accurately reflect the losses to basic operating revenue, which would include all districts incurring losses, not just a handful of large districts, which is the case today.

- Under the proposal, losses would be calculated without including funds designated to specific purposes such as special education, grants, transportation and specific state-funded programs.
- In order to promote equity and consistency, the workgroup is proposing
  that the "hold harmless" provision for districts above and below 300 full
  time equivalent students be calculated separately. For districts with more
  than 300 full time equivalent students, the "hold harmless" criteria would
  be calculated on a per student basis; for districts with under 300 full time
  equivalent students, it would be calculated on a net revenue basis.

The workgroup also proposes increasing basic education operating revenue based on the Annual Implicit Price Deflator (IPD), which accounts for inflation.

This funding increase solution would apply to a total of 115 school districts in the state of Washington. Of those 115 districts, 93 of the districts would be "held harmless" and brought back to a break-even point. The remaining 22 districts would receive IPD funding only, because under the new funding structure, these districts were only marginally above the break-even point when comparing the 2019-2020 school year to the 2017-2018 school year.

#### "EXPERIENCE FACTOR"

Expand the state's "experience factor" eligibility criteria to include school districts that exceed the statewide average for teacher years of experience by 15%. This part of the proposal addresses the challenge that 52 school districts are facing as they transition to the current model, which only provides state funding at \$65,216 per teacher, regardless of their education or years of experience. This results in only a portion of the salaries of more experienced teachers, with higher earnings, being funded by the state.

## The 132 Washington school districts affected:

Aberdeen ■	Franklin	Port	
Almira ■	Pierce	Angeles ■●	
Arlington <b>■●</b>	Freeman =	Prosser <	
Asotin-	Glenwood ■	Puyallup 📮	
Anatone	Goldendale	Queets- Clearwater ■●	
Battle Ground =	Grand Coulee Dam =	Quinault =	
Benge ■●	Great	Rainier =	
Bethel ■	Northern	Reardan-	
Bickleton ■●	Green Mountain ■	Edwall ••	
Carbonado <b>=</b>	Griffin = •	Ritzville	
Cashmere <a> </a>	Harrington ■	Riverside ■ Rochester ■	
Centerville <b></b>	Hockinson =	Rosalia	
Central Kitsap ■●	Hood Canal 🔳	Satsop ••	
Central	Hoquiam 🔳	Shelton ■	
Valley =	Index •	Skamania <b>••</b>	
Chehalis =	Kettle Falls ■	Southside	
Cheney =	Kiona Benton ■●	Sprague =	
Chewelah ■●	Kittitas •	Spokane <a> </a>	
Clarkston ••	Klickitat ■	St. John ■●	
Cle Elum- Roslyn ■●	Lacrosse	Starbuck ■●	
Colfax =	Joint -	Steptoe ■●	
Colton ■●	Lamont ■ Liberty ■	Stevenson- Carson •	
Columbia	Longview =	Tacoma ■	
(Stev)	Lyle	Tekoa ■	
Columbia (Walla) ■●	Marv	Tenino ■	
Colville =	Walker ■●	Touchet ■	
Concrete ●	Marysville =	Toutle Lake 📮	
Conway <b>■●</b>	McCleary	Tukwila 🗖	
Cosmopolis ■●	Mead ■ ● Montesano ■	Tumwater ••	
Coulee- Hartline ●	Moses Lake	Wahkiakum	
Creston ••	Mount	Waitsburg ■● Walla Walla ■	
Cusick •	Baker	Washtucna	
Damman ••	Naches Valley ■	Waterville	
Darrington ■●	Nine Mile	West Valley	
Davenport ■●	Falls ••	(Spo)	
Dayton●	Nooksack	West Valley (Yak) ■●	
Dieringer <b>=</b>	Valley North	White	
Dixie	Kitsap ■●	Pass ••	
East Valley <b>=</b>	North	White River ■	
Easton •	Thurston ■ Oakesdale ■	White Salmon Valley ■●	
Eatonville	Ocosta	Wilbur =•	
Ellensburg =	Odessa	Willapa	
Elma ■ Endicott ■	Olympia ■	Valley ■●	
Entiat =	Onion Creek	Wilson Creek ■	
Ephrata =	Orient	Wishkah	
Evergreen	Orondo <a></a>	Valley <b>=</b>	
(Ste) ■●	Palouse ■●	Wishram ■●	
Ferndale ••	Pateros =	Yelm	
Finley   •	Pe Ell ■	Zillah <b>■●</b>	
■ "HOLD HARMLESS" +IPD ■ IPD ONLY			

• "EXPERIENCE FACTOR"

#### The bottom line?

This solution would cost the state approximately **\$123 million**.

This cost is negligible, compared to the \$1.1 billion lost in local levy funding under the funding changes.

Email doesn't look right? Click here!



#### February 7, 2019





Dear WASA Members,

As you know, a WASA committee has been working to develop recommendations for the Legislature to consider that would "hold harmless" those districts most severely impacted by the *McCleary* legislation. The committee has completed its work and is ready to move forward with recommendations to the Legislature.

The purpose of my email today is to share specific information related to our recommendations, as well as resources that may be utilized to communicate with your community and most importantly legislators.

Our committee's analysis revealed that 93 school districts would have less funding for basic operations in the 2019–20 school year than in 2017–18 school year and another 22 would receive negligible funding above the break-even point under the new legislation. WASA is proposing a short-term solution that would increase state funding to get these districts to a financial break-even point. It is important to emphasize this proposal is only a short-term solution that would minimize, not resolve, the budget challenges these 115 districts are facing. (Click link to view the FULL BREAKDOWN of districts.) Like nearly all others in our state, these districts will still be making expenditure reductions during the next two years in order to maintain their financial sustainability. In addition to a proposed increase in state funding to districts incurring losses in funding, the committee also developed a recommendation to expand the state's "experience factor" eligibility criteria to include school districts that exceed the statewide average for years of experience by 15%.

As we move forward together, it is critically important that WASA members who engage in conversations on this matter be well informed and speak in a unified voice that is both accurate and consistent. To that end, we have developed a collection of resources that can be accessed in order to familiarize yourself with the committee's analysis and then communicate with legislators and other key constituents.

Two Zoom meetings have been scheduled for this Friday to review the committee findings and the recommendations. If your district is one that would receive additional state funding to be held harmless under the proposed solution, we strongly encourage you to join one of these meetings. The meetings will also be recorded and made available on WASA's website in case you are unable to attend.

Click either of the Zoom times below to be directed to the meeting as an attendee.

Friday, February 8, 9-10 a.m.

Friday, February 8, 2-3 p.m.

Thank you again, to the WASA committee for their outstanding work on this proposed solution: Shawn Batstone, Janette Bumgarner, Kim Ferra, Tom Fleming, Stephanie Hance, John Hannah, Gavin Hottman, Jim Kowalkowski, Tim Merlino, Cory Plager, Kassidy Probert, and Greg Woods. They devoted an immense amount of time to this effort and have developed a plan that would provide much-needed assistance to those districts most severely impacted by the *McCleary* "fix."

Sincerely,

G. Sel L.

Joel Aune Executive Director

Washington Association of School Administrators 825 Fifth Ave SE, Olympia, WA 98501 wasa-oly.org | 800.859.9272

To unsubscribe from all mailings, click here.

To opt-out of just this mailing, click here.



2/7/2019 Hold Harmless

Contact Us Sign In



# Finding a Solution to "Hold Harmless"

### **BACKGROUND**

In the fall of 2018, the Washington Association of School Administrators (WASA) convened a workgroup of superintendents, business managers, and chief financial officers to analyze the impact of the State Supreme Court's *McCleary* decision, specifically on small school districts. What they discovered was that approximately one third of districts in the state—small, medium, and large districts—were losing funding under the new structure.

While changes to the way the state funds schools included a specific provision (E2SSB 6362) that districts shall not lose funding under this legislation—a "hold harmless" provision—data show that 93 school districts, including small, medium, and large districts, are incurring funding losses as a result of legislative changes; another 22 saw only negligible funding increases.

#### WHAT IS CAUSING THE SHORTFALL?

Funding losses are being incurred by districts because additional state funding did not offset the reduction in local levies, which were reduced by \$1.1 billion. These changes have resulted in the need for many school districts to dip deep into their reserves and consider deep cuts to staff and programming to maintain financial sustainability.

Additionally, many school districts are facing the challenge of transitioning from a variable teacher salary allocation model to the new fixed state salary allocation of \$65,216. The previous state funding allocation structure recognized that professional educator staff are paid on the basis of education and experience. The current model utilizes a one-size-fits-all state allocation for teacher salaries, which only funds a portion of the actual salaries of

2/7/2019 Hold Harmless

educators with training and years of experience above the state average. School districts must bridge the funding gap for the new and increased amount not covered by the state under the current structure.

#### THE SOLUTION

The WASA workgroup spent significant time researching and drafting a solution designed to serve as a short-term bridge to a future legislative funding fix. The proposed solution would:

- Increase state funding for 115 districts negatively impacted by legislative changes (93 incurring funding losses and another 22 that saw negligible funding increases) to get them to a financial break-even point, plus add an increase in basic education operating revenue based on the Annual Implicit Price Deflator (IPD), which accounts for inflation.
- Expand the state's experience factor eligibility criteria to include districts that exceed the statewide average for teacher years of experience by 15%.

The proposed solution, including the "hold harmless" provision, the IPD increase to basic education operating revenue, and an increase in the state's "experience factor" criteria would cost approximately \$123 million.

This cost is negligible when compared to the \$1.1 billion lost in local levy funding under changes to the way education is funded in the state of Washington.

#### FOR MORE INFORMATION

- Executive Summary
- List of Affected Districts
- Frequently Asked Questions
- Background and Talking Points
- Detail Analysis by District (Excel Document)

#### CONTACT

For questions, contact Joel Aune, WASA Executive Director, at jaune@wasa-oly.org or 360.489.3651.

# **Connect With Us**

### **Contact Us**

2/7/2019 Hold Harmless

# admin@wasa-oly.org

825 Fifth Avenue SE | Olympia, WA 98501 360.943.5717 or 800.859.9272 360.352.6873 fax

Copyright © Washington Association of School Administrators.

# **Hold Harmless Eligible School Districts**

- Aberdeen
- Almira
- Asotin-Anatone
- Battle Ground
- Benge
- Bethel
- Carbonado
- Cashmere
- Centerville
- Central Valley
- Chehalis
- Cheney
- Clarkston
- Colfax
- Colton
- Columbia (Stev)
- Columbia (Walla)
- Colville
- Conway
- Cosmopolis
- Creston
- Damman
- Darrington
- Davenport
- Dieringer
- Dixie
- East Valley
- Easton
- Eatonville
- Ellensburg
- Elma
- Endicott
- Entiat
- Ephrata
- Ferndale
- Finley
- Franklin Pierce
- Freeman
- Glenwood
- Goldendale
- Grand Coulee Dam

Source: WASA February 2019

- Great Northern
- Green Mountain
- Griffin
- Harrington
- Hockinson
- Hood Canal
- Hoquiam
- Kettle Falls
- Kiona Benton
- Klickitat
- Lacrosse Joint
- Lamont
- Liberty
- Longview
- Lyle
- Marysville
- Mc Cleary
- Mead
- Montesano
- Moses Lake
- Mount Baker
- Naches Valley
- Nine Mile Falls
- Nooksack Valley
- North Thurston
- Oakesdale
- Ocosta
- Odessa
- Olympia
- Onion Creek
- Orient
- Orondo
- Palouse
- Pateros
- Pe Ell
- Port Angeles
- Prosser
- Puyallup
- Queets-Clearwater
- Quinault
- Rainier
- Reardan
- Ritzville

Source: WASA February 2019

- Riverside
- Rochester
- Rosalia
- Satsop
- Shelton
- Southside
- Spokane
- Sprague
- Starbuck
- Steptoe
- Stevenson-Carson
- Tacoma
- Tekoa
- Tenino
- Touchet
- Toutle Lake
- Tukwila
- Tumwater
- Wahkiakum
- Waitsburg
- Walla Walla
- Washtucna
- Waterville
- West Valley (Spo)
- White River
- White Salmon
- Wilbur
- Willapa Valley
- Wilson Creek
- Wishkah Valley
- Yelm

Source: WASA February 2019



TO: Dr. Alicia Henderson, Superintendent

FROM: Elyssa Louderback, Executive Director of Business & Operations

SUBJECT: Monthly Budget Report for January, 2019

DATE: February 19, 2019

# **GENERAL FUND SUMMARY:**

Revenue--Receipts were \$4,195,498.01.

<u>Expenditures</u>--Expenditures totaled \$ 3,803,256.95. Expenditures for teaching and teaching support activities account for 86.04% of all expenditures to date. Salaries and benefits accounted for 90.88% of the month's total expenditures.

<u>Fund Balance</u>—Current month ending fund balance is \$ 3,960,413.03 (8.04% of budgeted expenditures). We had a <u>positive</u> cash flow of \$392,241.06 for the month.

#### **Additional General Fund Information**

# **Revenue by Major Category:**

<u>Revenue Source</u>	<u>Budgeted</u>	<u>Actual YTD</u>	% Actual	Largely Comprised of:
Local Taxes	\$ 3,410,155	\$ 2,219,836	65.09%	Prop taxes - received Oct/Nov and April/May
Local Nontax	\$ 868,425	\$ 218,384	25.15%	Donations, Traffic Safety, Food Service, Misc
State, General	\$30,173,751	\$ 12,393,524	41.07%	Apportionment and LEA
State, Special	\$ 10,228,241	\$ 4,328,161	42.32%	Spec Ed, Detention, LAP, Bilingual, Hi Cap, Transport
Federal, General	\$ 5,500	\$ -	0.00%	Federal Forest; deducted from apportioment
Federal, Special	\$ 5,454,477	\$ 1,428,862	26.20%	Food Service, Fed Grants (Title I, Title 2,etc)
Other Districts	\$ 113,527	\$ 168,386	148.32%	Non high payments from Cosmopolis SD
Other Agencies	\$ 78,200	\$ 20,594	26.33%	Private Foundations, ESD 113
Other Fin Sources	\$ -	\$ -		
Totals	\$ 50,332,276	\$ 20,777,746.81	41.28%	
			41.67%	% of fiscal year elapsed

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

Activity	Budgeted	Actual YTD	Actual % District payroll and/or:
Board of Directors	\$ 133,093	\$ 1,642	1.23% Dues, audits, elections, legal svcs, travel, etc
Superintendent's Office	\$ 352,924	\$ 137,757	39.03% General Admin/ Supt Office
Business Office	\$ 485,209	\$ 189,604	39.08% Fiscal operations
Human Resources	\$ 409,786	\$ 168,292	41.07% Personnel & recruitment, labor relations
Public Relations	\$ 40,000	\$ 15,157	37.89% Educational/admin info to public
Supervision of Instruction	\$ 876,124	\$ 392,127	44.76% includes secretarial support
Learning Resources	\$ 417,724	\$ 205,209	49.13% Library resources & staffing
Principal's Office	\$ 2,561,160	\$ 1,079,282	42.14% includes Secretarial support
Guidance/Counseling	\$ 1,134,013	\$ 610,884	53.87% Counselors/support services
Pupil Management	\$ 55,250	\$ 23,127	41.86% SRO, bus & playground aides, etc
Health Sercvices	\$ 1,500,098	\$ 796,832	53.12% Health including: nursing, OT/PT/SLP, etc
Teaching	\$ 30,073,737	\$ 12,561,245	41.77% classroom teachers/para support
Extra-curricular	\$ 844,981	\$ 426,591	50.49% Coaching, advising, ASB supervision
Instructional Prof Dev	\$ 559,300	\$ 167,670	29.98% Prof development; instructional staff
Instructional Technology	\$ 264,283	\$ 89,900	34.02% classroom technology
Curriclum	\$ 821,596	\$ 262,898	32.00% District materials adoptions/purchases; staff
Food Services	\$ 2,160,270	\$ 904,804	41.88% Mgmt of food service for district
Transportation	\$ 1,200,358	\$ 378,386	31.52% Co-op payments, fuel, insurance
Maint & Operations	\$ 3,507,340	\$ 1,184,700	33.78% Security, custodial/maint/grounds
Other Services	\$ 2,068,641	\$ 1,037,717	50.16% Insurance, utilities, tech, print, motor pool
Transfers	\$ (213,538)	\$ (101,877)	47.71% in district use of buses, vehicles, food service
Interfund Transfers	\$ 100,000	\$ -	0.00% Transfers (to Cap Proj/ Debt Service)
Totals	\$ 49,352,349	\$ 20,531,946	41.60%
			41.67% % of fiscal year elapsed

### **CAPITAL PROJECTS FUND SUMMARY:**

Revenue--Total receipts were \$13,109.82 and consist of interest payments and rental fees.

Expenditures—There were no expenditures for the month.

<u>Fund Balance</u>—Current monthly ending fund balance is \$ 136,829.59.

# **DEBT SERVICE FUND SUMMARY:**

Revenue--Total receipts were \$ 21,558.74 and consists of interest/tax payments.

Expenditures— There were no expenditures for the month.

<u>Fund Balance</u>—Current month ending fund balance is \$ 917,062.12. Funds in this account are held for the bond principal and interest payments due in June.

### **ASSOCIATED STUDENT BODY FUND SUMMARY:**

Revenue--Total receipts for the month were \$23,557.03 and consist of fundraising and interest payments.

Expenditures -- Expenditures totaled 53.13% of the budgeted expenditures for this fiscal year.

Fund Balance—Current month ending fund balance is \$ 283,133.22.

# TRANSPORTATION VEHICLE FUND SUMMARY:

Revenue--Total receipts were \$ 343.75 and consist of interest payments.

**Expenditures—** There were no expenditures for the month.

Fund Balance—Current month ending fund balance is \$ 158,839.30.

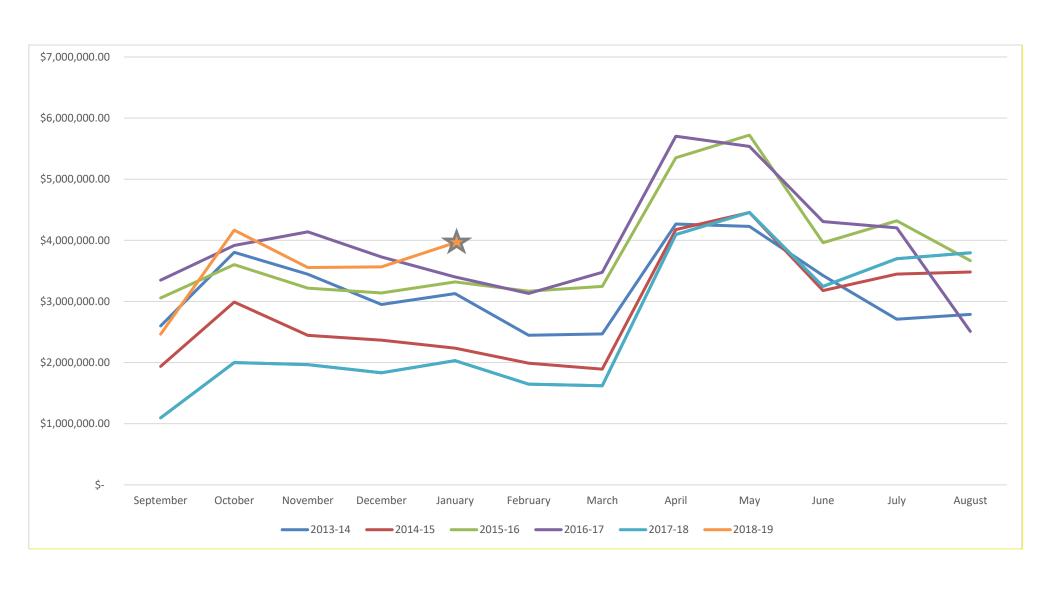
# SUMMARY OF BUDGET EXPENDITURE CAPACITY

# **Budget Capacity as of January, 2019:**

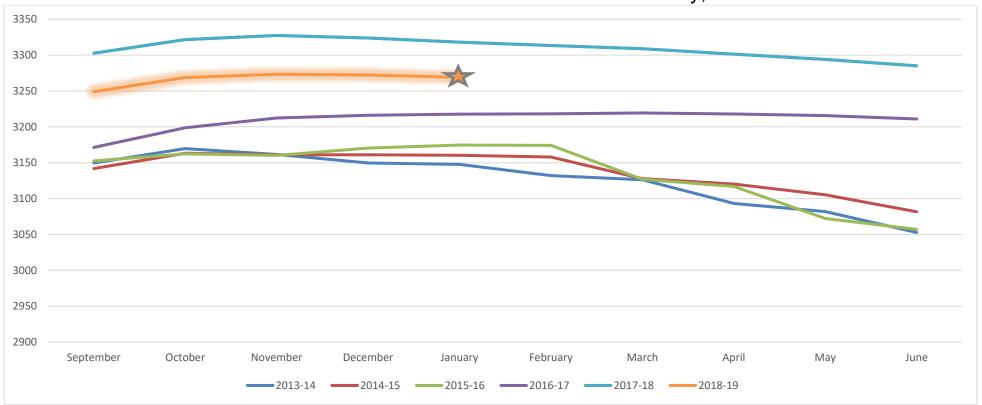
Fund	Budget	Ex	Expenditures YTD		Balance	% Expenditures	% Remaining
General	\$ 49,252,350	\$	20,531,946	\$	28,720,404	41.69%	58.31%
Capital Projects	\$ 2,460,000	\$	-	\$	2,460,000	0.00%	100.00%
Debt Service	\$ 2,642,078	\$	2,455,489	\$	186,589	92.94%	7.06%
ASB	\$ 357,158	\$	189,763	\$	167,395	53.13%	46.87%
Trans Vehicle	\$ 300,000	\$	141,056	\$	158,944	47.02%	52.98%

# GENERAL FUND FUND BALANCE TRENDS

End of January, 2019



# ENROLLMENT TRENDS as of January, 2019



AAFTE	Grades K - 6	JH	HS	Subtotal	Run Start/ Open Door	+/- (Budget) **
2018-19 Budget	1766	483	976	3,225	65	3,290
2018-19 Actual	1774.50	493.15	1002.43	3,270.08	77.81	<b>+ 57.89</b> (3,290)
2017-18 Actual	1800.62	484.33	1000.19	3,285.13	47.83	<b>+ 120.13</b> (3,165)
2016-17 Actual	1775.14	478.49	957.34	3,210.97	62.58	<b>+ 100.97</b> (3,110)
2015-16 Actual	1726.24	457.17	937.05	3,118.86	62.25	<b>+32.86</b> (3,086)
2014-15 Actual	1724.11	442.34	969.95	3,136.40	33.64	+ <b>50.40</b> (3,086)
2013-14 Actual	1694.17	458.85	971.08	3,124.09	40.03	<b>+ 97.09</b> (3,030)

<sup>\*\*</sup> New to the 2018-19 school year, RS/Open Doors are being included in the Budget enrollment data. They had not been included in budget projections as the funds "pass through" to other entities.

02/16/19

10--General Fund-- FUND BALANCE -- SPI ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2018 (September 1, 2018 - August 31, 2019)

	ANNUAL	ACTUAL	ACTUAL			
A. REVENUES/OTHER FIN. SOURCES	BUDGET	FOR MONTH	FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 LOCAL TAXES	3,410,155	39,489.60	2,219,836.40		1,190,318.60	65.09
2000 LOCAL SUPPORT NONTAX	868,425	29,433.32	218,384.40		650,040.60	25.15
3000 STATE, GENERAL PURPOSE	30,173,751	2,621,662.92	12,393,523.92		17,780,227.08	41.07
4000 STATE, SPECIAL PURPOSE	10,228,241	1,039,079.97	4,328,160.66		5,900,080.34	42.32
5000 FEDERAL, GENERAL PURPOSE	5,500	.00	.00		5,500.00	0.00
6000 FEDERAL, SPECIAL PURPOSE	5,454,477	290,996.81	1,428,861.92		4,025,615.08	26.20
7000 REVENUES FR OTH SCH DIST	113,527	168,068.30	168,385.55		54,858.55-	148.32
8000 OTHER AGENCIES AND ASSOCIATES	78,200	6,767.09	20,593.96		57,606.04	26.33
9000 OTHER FINANCING SOURCES	0	.00	.00		.00	0.00
Total REVENUES/OTHER FIN. SOURCES	50,332,276	4,195,498.01	20,777,746.81		29,554,529.19	41.28
B. EXPENDITURES						
00 Regular Instruction	20,997,916	1,861,263.63	9,833,367.39	39,136.85	11,125,411.76	47.02
10 Federal Stimulus	0	.00	.00	0.00	.00	0.00
20 Special Ed Instruction	6,789,845	637,358.54	3,059,907.12	1,485.61	3,728,452.27	45.09
30 Voc. Ed Instruction	1,980,445	182,075.89	927,318.51	8,235.55	1,044,890.94	47.24
40 Skills Center Instruction	339,262	25,539.63	141,362.22	0.00	197,899.78	41.67
50+60 Compensatory Ed Instruct.	7,835,272	445,693.99	2,408,663.23	8,620.74	5,417,988.03	30.85
70 Other Instructional Pgms	1,005,695	25,604.11	143,235.66	1,566.86	860,892.48	14.40
80 Community Services	86,930	17,606.00	94,606.95	0.00	7,676.95-	108.83
90 Support Services	10,216,983	608,115.16	3,923,484.95	302,601.31	5,990,896.74	41.36
Total EXPENDITURES	49,252,348	3,803,256.95	20,531,946.03	361,646.92	28,358,755.05	42.42
C. OTHER FIN. USES TRANS. OUT (GL 536)	100,000	.00	.00			
D. OTHER FINANCING USES (GL 535)	0	.00	.00			
E. EXCESS OF REVENUES/OTHER FIN.SOURCES						
OVER(UNDER) EXP/OTH FIN USES (A-B-C-D)	979,928	392,241.06	245,800.78		734,127.22-	74.92-
F. TOTAL BEGINNING FUND BALANCE	2,796,370		3,714,612.25			
G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)	xxxxxxxx		.00			
H. TOTAL ENDING FUND BALANCE  (E+F + OR - G)	3,776,298		3,960,413.03			

I. ENDING FUND BALANCE ACCOUNTS:		
G/L 810 Restricted For Other Items	0	.00
G/L 815 Restric Unequalized Deduct Rev	0	.00
G/L 821 Restrictd for Carryover	135,431	846,354.85
G/L 825 Restricted for Skills Center	0	.00
G/L 828 Restricted for C/O of FS Rev	0	.00
G/L 830 Restricted for Debt Service	0	.00
G/L 835 Restrictd For Arbitrage Rebate	0	.00
G/L 840 Nonspnd FB - Invent/Prepd Itms	221,642	335,761.57
G/L 845 Restricted for Self-Insurance	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 870 Committed to Other Purposes	13,370	13,370.00
G/L 872 Committd to Econmc Stabilizatn	0	.00
G/L 875 Assigned Contingencies	0	.00
G/L 884 Assigned to Other Cap Projects	0	.00
G/L 888 Assigned to Other Purposes	0	.00
G/L 890 Unassigned Fund Balance	992,855	411,922.29
G/L 891 Unassigned Min Fnd Bal Policy	2,413,000	2,353,004.32
TOTAL	3,776,298	3,960,413.03

3wa6amswa12.p 12-4

05.18.10.00.00-11.7

20--Capital Projects-- FUND BALANCE -- SPI ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT Fiscal Year 2018 (September 1, 2018 - August 31, 2019)

	ANNUAL	ACTUAL	ACTUAL			
A. REVENUES/OTHER FIN. SOURCES	BUDGET	FOR MONTH	FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 Local Taxes	0	.00	.00		.00	0.00
2000 Local Support Nontax	38,500	2,504.44	13,109.82		25,390.18	34.05
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	0	.00	.00		.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
7000 Revenues Fr Oth Sch Dist	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	0	.00	.00		.00	0.00
9000 Other Financing Sources	100,000	.00	.00		100,000.00	0.00
Total REVENUES/OTHER FIN. SOURCES	138,500	2,504.44	13,109.82		125,390.18	9.47
B. EXPENDITURES						
10 Sites	1,460,000	.00	.00	1,841,138.49	381,138.49-	126.11
20 Buildings	1,000,000	.00	.00	0.00	1,000,000.00	0.00
30 Equipment	0	.00	.00	0.00	.00	0.00
40 Energy	0	.00	.00	0.00	.00	0.00
50 Sales & Lease Expenditure	0	.00	.00	0.00	.00	0.00
60 Bond Issuance Expenditure	0	.00	.00	0.00	.00	0.00
90 Debt	0	.00	.00	0.00	.00	0.00
Total EXPENDITURES	2,460,000	.00	.00	1,841,138.49	618,861.51	74.84
C. OTHER FIN. USES TRANS. OUT (GL 536)	0	.00	.00			
D. OTHER FINANCING USES (GL 535)	0	.00	.00			
E. EXCESS OF REVENUES/OTHER FIN.SOURCES						
OVER(UNDER) EXP/OTH FIN USES (A-B-C-D)	2,321,500-	2,504.44	13,109.82		2,334,609.82	100.56-
F. TOTAL BEGINNING FUND BALANCE	1,030,452		123,719.77			
G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)	xxxxxxxx		.00			
H. TOTAL ENDING FUND BALANCE (E+F + OR - G)	1,291,048-		136,829.59			

I. ENDING FUND BALANCE ACCOUNTS:		
G/L 810 Restricted For Other Items	0	.00
G/L 825 Restricted for Skills Center	0	.00
G/L 830 Restricted for Debt Service	0	.00
G/L 835 Restrictd For Arbitrage Rebate	0	.00
G/L 840 Nonspnd FB - Invent/Prepd Itms	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 861 Restricted from Bond Proceeds	0	.00
G/L 862 Committed from Levy Proceeds	0	.00
G/L 863 Restricted from State Proceeds	0	.00
G/L 864 Restricted from Fed Proceeds	0	.00
G/L 865 Restricted from Other Proceeds	48,000	108,048.96
G/L 866 Restrictd from Impact Proceeds	0	.00
G/L 867 Restricted from Mitigation Fees	0	.00
G/L 869 Restricted fr Undistr Proceeds	0	.00
G/L 870 Committed to Other Purposes	0	.00
G/L 889 Assigned to Fund Purposes	1,339,048-	28,780.63
G/L 890 Unassigned Fund Balance	0	.00
TOTAL	1,291,048-	136,829.59

02/16/19

11:06 AM

30--Debt Service Fund-- FUND BALANCE -- SPI ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT Fiscal Year 2018 (September 1, 2018 - August 31, 2019)

	ANNUAL	ACTUAL	ACTUAL			
A. REVENUES/OTHER FIN. SOURCES	BUDGET	FOR MONTH	FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 Local Taxes	2,652,728	20,205.81	1,147,055.65		1,505,672.35	43.24
2000 Local Support Nontax	10,000	1,352.93	18,149.06		8,149.06-	181.49
3000 State, General Purpose	0	.00	.00		.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
Total REVENUES/OTHER FIN. SOURCES	2,662,728	21,558.74	1,165,204.71		1,497,523.29	43.76
B. EXPENDITURES						
Matured Bond Expenditures	2,235,000	.00	2,235,000.00	0.00	.00	100.00
Interest On Bonds	406,178	.00	220,188.75	0.00	185,989.25	54.21
Interfund Loan Interest	0	.00	.00	0.00	.00	0.00
Bond Transfer Fees	900	.00	300.00	0.00	600.00	33.33
Arbitrage Rebate	0	.00	.00	0.00	.00	0.00
Underwriter's Fees	0	.00	.00	0.00	.00	0.00
Total EXPENDITURES	2,642,078	.00	2,455,488.75	0.00	186,589.25	92.94
C. OTHER FIN. USES TRANS. OUT (GL 536)	0	.00	.00			
D. OTHER FINANCING USES (GL 535)	0	.00	.00			
E. EXCESS OF REVENUES/OTHER FIN.SOURCES OVER(UNDER) EXPENDITURES (A-B-C-D)	20,650	21,558.74	1,290,284.04-		1,310,934.04-	< 1000-
F. TOTAL BEGINNING FUND BALANCE	2,172,951		2,228,904.90			
G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)	xxxxxxxx		.00			
H. TOTAL ENDING FUND BALANCE (E+F + OR - G)	2,193,601		938,620.86			
I. ENDING FUND BALANCE ACCOUNTS:						
G/L 810 Restricted for Other Items	0		.00			
G/L 830 Restricted for Debt Service	2,193,601		938,620.86			
G/L 835 Restrictd For Arbitrage Rebate	0		.00			
G/L 870 Committed to Other Purposes	0		.00			
G/L 889 Assigned to Fund Purposes	0		.00			
G/L 890 Unassigned Fund Balance	0		.00			
TOTAL	2,193,601		938,620.86			

Page:1 11:06 AM

40--Associated Student Body Fund-- FUND BALANCE -- SPI ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2018 (September 1, 2018 - August 31, 2019)

	ANNUAL	ACTUAL	ACTUAL			
A. REVENUES	BUDGET	FOR MONTH	FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 General Student Body	69,970	4,457.32	45,544.83		24,425.17	65.09
2000 Athletics	113,850	11,414.99	90,232.25		23,617.75	79.26
3000 Classes	2,000	.00	.00		2,000.00	0.00
4000 Clubs	134,195	7,684.72	47,751.54		86,443.46	35.58
6000 Private Moneys	70,100	.00	87,159.11		17,059.11-	124.34
Total REVENUES	390,115	23,557.03	270,687.73		119,427.27	69.39
B. EXPENDITURES						
1000 General Student Body	52,390	953.85	13,450.94	291.95	38,647.11	26.23
2000 Athletics	103,023	5,256.74	58,595.76	214.73	44,212.51	57.08
3000 Classes	2,000	.00	.00	0.00	2,000.00	0.00
4000 Clubs	128,390	4,393.29	30,572.69	0.00	97,817.31	23.81
6000 Private Moneys	71,375	.00	87,143.75	0.00	15,768.75-	122.09
Total EXPENDITURES	357,178	10,603.88	189,763.14	506.68	166,908.18	53.27
C. EXCESS OF REVENUES  OVER (UNDER) EXPENDITURES (A-B)	32,937	12,953.15	80,924.59		47,987.59	145.70
D. TOTAL BEGINNING FUND BALANCE	185,010		202,208.63			
E. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)	xxxxxxxx		.00			
F. TOTAL ENDING FUND BALANCE  C+D + OR - E)	217,947		283,133.22			
G. ENDING FUND BALANCE ACCOUNTS:						
G/L 810 Restricted for Other Items	7,500		7,500.00			
G/L 819 Restricted for Fund Purposes	210,447		275,633.22			
G/L 840 Nonspnd FB - Invent/Prepd Itms	0		.00			
G/L 850 Restricted for Uninsured Risks	0		.00			
G/L 870 Committed to Other Purposes	0		.00			
G/L 889 Assigned to Fund Purposes	0		.00			
G/L 890 Unassigned Fund Balance	0		.00			
TOTAL	217,947		283,133.22			

90--Transportation Vehicle Fund-- FUND BALANCE -- SPI ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2018 (September 1, 2018 - August 31, 2019)

	ANNUAL	ACTUAL	ACTUAL			
A. REVENUES/OTHER FIN. SOURCES	BUDGET	FOR MONTH	FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 Local Taxes	0	.00	.00		.00	0.00
2000 Local Nontax	3,800	343.75	1,314.38		2,485.62	34.59
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	155,027	.00	.00		155,027.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	20,000	.00	.00		20,000.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
A. TOTAL REV/OTHER FIN.SRCS(LESS TRANS)	178,827	343.75	1,314.38		177,512.62	0.74
B. 9900 TRANSFERS IN FROM GF	0	.00	.00		.00	0.00
C. Total REV./OTHER FIN. SOURCES	178,827	343.75	1,314.38		177,512.62	0.74
D. EXPENDITURES						
Type 30 Equipment	300,000	.00	141,056.20	0.00	158,943.80	47.02
Type 60 Bond Levy Issuance	0	.00	.00	0.00	.00	0.00
Type 90 Debt	0	.00	.00	0.00	.00	0.00
Total EXPENDITURES	300,000	.00	141,056.20	0.00	158,943.80	47.02
E. OTHER FIN. USES TRANS. OUT (GL 536)	0	.00	.00			
F. OTHER FINANCING USES (GL 535)	0	.00	.00			
G. EXCESS OF REVENUES/OTHER FIN SOURCES						
OVER(UNDER) EXP/OTH FIN USES (C-D-E-F)	121,173-	343.75	139,741.82-		18,568.82-	15.32
H. TOTAL BEGINNING FUND BALANCE	138,727		298,581.12			
I. <u>G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	xxxxxxxx		.00			
J. TOTAL ENDING FUND BALANCE  (G+H + OR - I)	17,554		158,839.30			
<del> ,</del>						
K. ENDING FUND BALANCE ACCOUNTS:						
G/L 810 Restricted For Other Items	0		.00			
G/L 819 Restricted for Fund Purposes	17,554		158,839.30			
G/L 830 Restricted for Debt Service	0		.00			
G/L 835 Restrictd For Arbitrage Rebate	0		.00			
G/L 850 Restricted for Uninsured Risks	0		.00			
G/L 889 Assigned to Fund Purposes	0		.00			
G/L 890 Unassigned Fund Balance	0		.00			
TOTAL	17,554		158,839.30			

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

# ABERDEEN SCHOOL DISTRICT NO. 5 GRAYS HARBOR COUNTY, WASHINGTON

### RESOLUTION NO. 2019-04

A RESOLUTION of the Board of Directors of Aberdeen School District No. 5, Grays Harbor County, Washington, adopting a system of registration of bonds and obligations of the District; and providing for other matters properly related thereto.

ADOPTED: FEBRUARY 19, 2019

*This document prepared by:* 

FOSTER PEPPER PLLC 1111 Third Avenue, Suite 3000 Seattle, Washington 98101 (206) 447-5339

# ABERDEEN SCHOOL DISTRICT NO. 5 GRAYS HARBOR COUNTY, WASHINGTON

#### RESOLUTION NO. 2019-04

A RESOLUTION of the Board of Directors of Aberdeen School District No. 5, Grays Harbor County, Washington, adopting a system of registration of bonds and obligations of the District; and providing for other matters properly related thereto.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ABERDEEN SCHOOL DISTRICT NO. 5, GRAYS HARBOR COUNTY, WASHINGTON, as follows:

- <u>Section 1</u>. <u>Findings and Determinations</u>. The Board of Directors (the "Board") of Aberdeen School District No. 5, Grays Harbor County, Washington (the "District") takes note of the following facts and makes the following findings and determinations:
- (a) Section 149(a) of the Internal Revenue Code of 1986, as amended, requires municipal bonds and obligations offered to the public having a maturity of more than one year to be in registered form as a condition of the exclusion from gross income for federal income tax purposes of the interest on those bonds and obligations.
- (b) RCW 39.46.030 authorizes the District to establish a system of registering the ownership of their bonds or obligations as to principal and interest, or principal only.
- (c) It is in the District's best interest to establish a system of registering the ownership of the District's bonds and obligations in the manner permitted by law.
- <u>Section 2</u>. <u>Definitions</u>. Capitalized terms used in this resolution shall have the meanings ascribed thereto in the above Section 1 or, where not so defined, shall have the meanings specified in this Section 2 unless the context requires otherwise:
- (a) "Bond" or "bonds" has the meaning defined in RCW 39.46.020(1), as the same may be amended from time to time.
- (b) "Fiscal Agent" means the duly appointed fiscal agent of the State of Washington (as designated by the State Finance Committee from time to time pursuant to chapter 43.80 RCW).
- (c) "Obligation" or "obligations" has the meaning defined in RCW 39.46.020(3), as the same may be amended from time to time.
- (d) "Registrar" means the person, persons or entity designated by the Treasurer to register ownership of bonds or obligations under this resolution or under a resolution of the District authorizing the issuance of such bonds or obligations.
- (e) "Treasurer" means the Treasurer of Grays Harbor County, Washington, as *ex officio* treasurer of the District.

- <u>Section 3</u>. <u>Adoption of Registration System</u>. The Board adopts the following system of registering the ownership of the District's bonds and obligations.
- (a) <u>Registration Requirement</u>. All bonds and obligations offered to the public, having a maturity of more than one year, on which the interest is intended to be excluded from gross income for federal income tax purposes, shall be registered as to both principal and interest as provided in this resolution.
- (b) <u>Method of Registration</u>. The registration of all District bonds and obligations required to be registered shall be carried out either by
  - (1) a book entry system of recording the ownership of the bond or obligation on the books of the Registrar, whether or not a physical instrument is issued; or
  - (2) recording the ownership of the bond or obligation and requiring as a condition of the transfer of ownership of any bond or obligation the surrender of the old bond or obligation and either the reissuance of the old bond or obligation or the issuance of a new bond or obligation to the new owner.

No transfer of any bond or obligation subject to registration requirements shall be effective until the name of the new owner and the new owner's mailing address, together with such other information deemed appropriate by the Registrar, are recorded on the books of the Registrar.

- (c) <u>Denominations</u>. Except as may be provided otherwise by the resolution authorizing their issuance, registered bonds or obligations may be issued and reissued in any denomination up to the outstanding principal amount of the bonds or obligations of which they are a part. Such denominations may represent all or a part of a maturity or several maturities and on reissuance may be in smaller amounts than the individual denominations for which they are reissued.
- (d) Appointment of Registrar. Unless otherwise provided in the resolution authorizing the issuance of registered bonds or obligations, the Treasurer shall be the Registrar for all registered interest-bearing warrants, installment contracts, interest-bearing leases and other registered bonds or obligations not usually subject to trading without a fixed maturity date or maturing one year or less after issuance and the Fiscal Agent shall be the Registrar for all other District bonds and obligations with a fixed maturity date or maturing more than one year after issuance.
- (e) <u>Duties of Registrar</u>. The Registrar shall serve as the District's authenticating agent, transfer agent, registrar and paying agent for all registered bonds and obligations for which he, she, or it serves as Registrar and shall comply fully with all applicable federal and state laws and regulations respecting the carrying out of those duties.

The rights, duties and responsibilities of the Registrar shall be prescribed in each resolution authorizing the issuance of the bonds or obligations, which rights, duties and responsibilities shall be embodied in a contract executed by the District and the Registrar, except that (i) when the Fiscal Agent serves as Registrar, the District adopts by reference the contract

between the State Finance Committee of the State of Washington and the Fiscal Agent in lieu of executing a separate contract and prescribing by resolution the rights, duties, obligations and compensation of the Registrar and (ii) when the Treasurer serves as Registrar, a separate contract shall not be required.

In all cases when the Registrar is not the Fiscal Agent and the bonds or obligations are assignable, the resolution authorizing the issuance of the registered bonds or obligations shall specify the terms and conditions of:

- (1) making payments of principal and interest;
- (2) printing any physical instruments, including the use of identifying numbers or other designation;
  - (3) specifying record and payment dates;
  - (4) determining denominations;
- (5) establishing the manner of communicating with the owners of the bonds or obligations;
- (6) establishing the methods of receipting for the physical instruments for payment of principal, the destruction of such instruments and the certification of such destruction;
  - (7) registering or releasing security interests, if any; and
- (8) such other matters pertaining to the registration of the bonds or obligations authorized by such resolution as the District may deem to be necessary or appropriate.
- Section 4. Statement of Transfer Restrictions. Any physical instrument issued or executed by the District subject to registration under this resolution shall state that the principal of and interest on the bonds or obligations shall be paid only to the owner thereof registered as such on the books of the Registrar as of the record date defined in the instrument and to no other person, and that such instrument, either principal or interest, may not be assigned except on the books of the Registrar.

[Remainder of page intentionally left blank; signature page follows]

ADOPTED by the Board of Directors of Aberdeen School District No. 5, Grays Harbor County, Washington, at a regular open public meeting held this 19<sup>th</sup> day of February, 2019, the following Directors being present and voting in favor of the resolution.

ABERDEEN SCHOOL DISTRICT NO. 5 GRAYS HARBOR COUNTY, WASHINGTON
President and Director
Vice President and Director
Director
Director
Director

### **CERTIFICATION**

- I, ALICIA HENDERSON, Secretary to the Board of Directors of Aberdeen School District No. 5, Grays Harbor County, Washington (the "District"), hereby certify as follows:
- 1. The foregoing Resolution No. 2019-04 (the "Resolution") is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Directors of the District (the "Board") held at its regular meeting place on February 19, 2019, as that Resolution appears on the minute book of the District, and the Resolution is now in full force and effect; and
- 2. A quorum of the members of the Board was present throughout the meeting and a sufficient number of members of the Board present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 19<sup>th</sup> day of February, 2019.

ABERDEEN SCHOOL DISTRICT NO. 5 GRAYS HARBOR COUNTY, WASHINGTON

ALICIA HENDERSON
Secretary to the Board of Directors

# ABERDEEN SCHOOL DISTRICT NO. 5 GRAYS HARBOR COUNTY, WASHINGTON

#### RESOLUTION NO. 2019-05

A RESOLUTION of the Board of Directors of Aberdeen School District No. 5, Grays Harbor County, Washington, relating to contracting indebtedness; providing for the issuance of a \$2,500,000 principal amount Limited General Obligation Bond, 2019, of the District for the purpose of paying costs of acquiring and installing portable (modular) classrooms at Miller Junior High School and carrying out other purposes authorized by RCW 28A.530.080; fixing the date, interest rate, form, maturity, terms and covenants of such bond; providing for the registration and authentication of such bond; establishing a limited general obligation bond redemption account for payment of the bond; approving the sale and providing for the delivery of the bond to Zions Bancorporation, N.A.; and providing for other matters properly related thereto.

ADOPTED: FEBRUARY 19, 2019

This document prepared by:

FOSTER PEPPER PLLC 1111 Third Avenue, Suite 3000 Seattle, Washington 98101 (206) 447-5339

# TABLE OF CONTENTS\*

Section 1. Definitions	l
Section 2. Findings and Determinations.	3
Section 3. Authorization of the Bond.	4
Section 4. Description of the Bond.	4
Section 5. Bond Registrar; Registration and Transfer of the Bond	4
Section 6. Payment of the Bond.	
Section 7. Prepayment Provisions.	
Section 8. Failure to Pay Installments; No Acceleration.	5
Section 9. Pledge of Payment.	5
Section 10. Form and Execution of the Bond.	
Section 11. Tax Covenants.	6
Section 12. Refunding or Defeasance of the Bond.	7
Section 13. Bond Account and Deposit of Bond Proceeds.	7
Section 14. Approval of Agreements.	7
Section 15. Annual Financial Statements.	8
Section 16. Supplemental and Amendatory Resolutions.	8
Section 17. General Authorization and Ratification.	
Section 18. Severability.	
Section 19. Effective Date.	

<sup>\*</sup> The cover page, table of contents and section headings of this resolution are for convenience of reference only, and shall not be used to resolve any question of interpretation of this resolution.

# ABERDEEN SCHOOL DISTRICT NO. 5 GRAYS HARBOR COUNTY, WASHINGTON

#### RESOLUTION NO. 2019-05

A RESOLUTION of the Board of Directors of Aberdeen School District No. 5, Grays Harbor County, Washington, relating to contracting indebtedness; providing for the issuance of a \$2,500,000 principal amount Limited General Obligation Bond, 2019, of the District for the purpose of paying costs of acquiring and installing portable (modular) classrooms at Miller Junior High School and carrying out other purposes authorized by RCW 28A.530.080; fixing the date, interest rate, form, maturity, terms and covenants of such bond; providing for the registration and authentication of such bond; establishing a limited general obligation bond redemption account for payment of the bond; approving the sale and providing for the delivery of the bond to Zions Bancorporation, N.A.; and providing for other matters properly related thereto.

# BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ABERDEEN SCHOOL DISTRICT NO. 5, GRAYS HARBOR COUNTY, WASHINGTON, as follows:

- <u>Section 1.</u> <u>Definitions.</u> In addition to the words and terms defined elsewhere in this resolution, the following words and terms as used in this resolution have the following meanings, unless the context or use indicates another or different meaning or intent. Unless the context indicates, words importing the singular number include the plural number and vice versa.
  - (a) "Board" means the Board of Directors of the District.
- (b) "Bond" means the \$2,500,000 principal amount Aberdeen School District No. 5, Grays Harbor County, Washington, Limited General Obligation Bond, 2019, issued pursuant to and for the purposes provided in this resolution.
- (c) "Bond Account" means the Limited General Obligation Bond Account, 2019, created within the Debt Service Fund by Section 13 of this resolution for the payment of the Bond.
- (d) "Bond Counsel" means the firm of Foster Pepper PLLC, its successor or any other attorneys or firm of attorneys with a nationally recognized standing as bond counsel in the field of municipal finance selected by the Board.
- (e) "Bond Register" means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of the Bond, which contains the name and mailing address of the Registered Owner.
- (f) "Bond Registrar" means the fiscal agent of the State (as designated by the State Finance Committee from time to time pursuant to chapter 43.80 RCW), currently, U.S. Bank, National Association, and any successors or assigns, who has been appointed by the Treasurer as authenticating agent, transfer agent, exchange agent, paying agent and bond registrar with respect to the Bond in the manner provided in this resolution.

- (g) "Capital Projects Fund" means the Aberdeen School District No. 5, Grays Harbor County, Washington, Capital Projects Fund heretofore created pursuant to RCW 28A.320.330.
- (h) "Code" means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.
- (i) "Date of Delivery" means the date of issuance and delivery of the Bond to the Purchaser in exchange for the purchase price of the Bond.
- (j) "Debt Service Fund" means the Aberdeen School District No. 5, Grays Harbor County, Washington, Debt Service Fund heretofore created pursuant to RCW 28A.320.330.
- (k) "District" means Aberdeen School District No. 5, Grays Harbor County, Washington.
- (1) "Engagement Letter" means the engagement letter, dated February 19, 2019, regarding the legal services to be provided by Bond Counsel in connection with the issuance of the Bond.
- (m) "General Fund" means the Aberdeen School District No. 5, Grays Harbor County, Washington, General Fund heretofore created pursuant to RCW 28A.320.330.
- (n) "Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.
  - (o) "Maturity Date" means December 1, 2028.
- (p) "President" means the President of the Board (including the Vice President of the Board in case of the President's absence or disability), or any presiding officer or titular head of the Board, or any successor to the functions of the President.
  - (q) "Project" means:
- (i) acquiring and installing portable (modular) classrooms, all as determined necessary and advisable by the Board;
- (ii) carrying out other purposes authorized by RCW 28A.530.080, all as determined necessary and advisable by the Board;
- (iii) acquiring, constructing and installing all necessary furniture, equipment, apparatus, accessories, fixtures and appurtenances in or for the foregoing, all as determined necessary and advisable by the Board; and
- (iv) paying incidental costs incurred in connection with carrying out and accomplishing the Project pursuant to RCW 39.46.070. Such incidental costs constitute a part of the Project and include, but are not limited to: (1) costs related to the issuance, sale and delivery of the Bond; (2) payments for fiscal and legal costs; (3) costs of printing, advertising, establishing and funding accounts; (4) necessary and related engineering, architectural, planning, consulting,

permitting, inspection and testing costs; (5) administrative and relocation costs; (6) site improvement costs; (7) demolition costs; (8) costs related to demolition and/or deconstruction of existing school facilities to recycle, reclaim and repurpose all or a portion of such facilities and/or building materials; (9) costs of on and off-site utilities and road improvements; and (10) costs of other similar activities or purposes, all as determined necessary and advisable by the Board.

- (r) "Purchaser" means Zions Bancorporation, N.A.
- (s) "Qualified Institutional Buyer" means a "qualified institutional buyer" as defined in the United States Securities and Exchange Commission Rule 144A.
  - (t) "RCW" means the Revised Code of Washington.
- (u) "Registered Owner" means the entity or person named as registered owner of the Bond on the Bond Register, initially the Purchaser.
- (v) "Secretary" means the Secretary to the Board, or other officer of the District who is the custodian of the records and proceedings of the Board, or any successor to the functions of the Secretary.
  - (w) "State" means the State of Washington.
- (x) "System of Registration" means the system of registration for the District's bonds and other obligations set forth in District Resolution No. 2019-04.
- (y) "Term Sheet" means the offer dated January 30, 2019, providing terms for the purchase of the Bond by the Purchaser.
- (z) "Treasurer" means the Treasurer of Grays Harbor County, Washington, as *ex officio* treasurer of the District.
- <u>Section 2.</u> <u>Findings and Determinations.</u> The Board takes note of the following facts and makes the following findings and determinations:
- (a) The District is in need of accomplishing the Project, the total estimated cost of which is \$2,500,000, and the District does not have available sufficient money to pay such costs.
- (b) The District is authorized and empowered by RCW 28A.530.080 to borrow money and issue a limited general obligation bond to pay costs of the Project.
- (c) It is in the best interest of the District to issue, sell and deliver the Bond to pay costs of the Project.
- (d) The Board, following notice thereof being published in a newspaper of general circulation within the District, conducted a public hearing on February 19, 2019, in accordance with the requirements of RCW 28A.530.080(2) on the proposed issuance of the Bond.
- (e) The Purchaser has offered to purchase the Bond under the terms and conditions hereinafter set forth and pursuant to the Term Sheet.

Section 3. Authorization of the Bond. The District shall issue, sell and deliver the Bond for the purpose of paying costs of the Project. The Project, or any portion or portions thereof, shall be accomplished insofar as is practicable with available money and in such order of time as shall be deemed necessary and advisable by the Board. The Board shall determine the application of available money between the various parts of the Project so as to accomplish, as near as may be, all of the Project. The Board shall determine the exact order, extent and specifications for the Project. The Project is to be more fully described in the plans and specifications to be prepared by and filed with the District.

<u>Section 4.</u> <u>Description of the Bond.</u> The Bond shall be issued as a single bond designated as the "Aberdeen School District No. 5, Grays Harbor County, Washington, Limited General Obligation Bond, 2019" (the "Bond"); shall be in the principal amount of \$2,500,000; shall be dated the Date of Delivery; shall be numbered R-1; shall be issued only in fully registered form; and shall mature on the Maturity Date. From the Date of Delivery through and including the Maturity Date, the unpaid principal amount of the Bond shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) at a fixed rate of 2.73% *per annum*.

Interest on the outstanding principal of the Bond shall be payable semiannually on each June 1 and December 1, commencing December 1, 2019, to the Maturity Date or earlier prepayment of the Bond. Principal of the Bond shall be payable annually on each December 1, commencing December 1, 2019, to the Maturity Date or earlier prepayment of the Bond. A debt service schedule reflecting the payments due on the Bond (unless such debt service schedule is otherwise recalculated through partial prepayment of the Bond as provided in Section 7 herein) is attached to the Term Sheet, which by this reference is incorporated herein. The final installment payment of principal of and interest on the Bond, whether on the Maturity Date or upon prepayment, shall be in an amount equal to the remaining principal and interest due on the Bond. The life of the Project to be financed with the proceeds of the Bond exceeds the term of the Bond.

Section 5. Bond Registrar; Registration and Transfer of the Bond. Pursuant to RCW 39.46.030(3)(b), the Treasurer has appointed the Bond Registrar to act as the District's bond registrar, authenticating agent, transfer agent and exchange agent with respect to the Bond. The Bond Registrar shall keep, or cause to be kept sufficient books for the registration and transfer of the Bond, which books shall be open to inspection by the District at all times. The Bond Registrar is authorized, on behalf of the District, to authenticate and deliver the Bond transferred in accordance with the provisions of the Bond and this resolution, to serve as the District's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on the Bond. The Bond shall be issued only in single, fully registered form as to both principal and interest and shall be recorded on the Bond Register.

The Bond may be assigned or transferred only: (a) in whole; (b) to a single investor that is a Qualified Institutional Buyer; (c) if endorsed in the manner provided thereon and surrendered to the Bond Registrar; and (d) if the transferee provides the Bond Registrar with an executed transfer certificate in substantially the form to be attached to the Bond. Any such transfer shall be without cost to the Registered Owner or transferee (other than any cost incurred by the Registered Owner or transferee in preparing and delivering such transfer certificate) and shall be noted on the Bond

Register. The Bond Registrar shall not be obligated to assign or transfer the Bond during the 15 days preceding any installment payment or prepayment date.

Section 6. Payment of the Bond. The installments of principal of and interest on the Bond shall be payable in lawful money of the United States of America and shall be paid by check, draft or electronic transfer of the Bond Registrar sent to the Registered Owner so that such Registered Owner receives said payments when due at the address appearing on the Bond Register. Upon receipt of the final installment payment of principal of and interest on the Bond, whether on the Maturity Date or upon prepayment, the Registered Owner shall present and surrender the Bond to the Bond Registrar to be destroyed or cancelled in accordance with law. The District and the Bond Registrar may deem and treat the Registered Owner of the Bond as the absolute owner of the Bond for the purpose of receiving payment of principal and interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary other than proper notice of assignment or transfer.

Section 7. Prepayment Provisions. The District reserves the right and option to prepay and redeem at any time prior to the Maturity Date any or all of the principal amount of the Bond outstanding at par plus accrued interest to the date of prepayment. The District shall provide the Registered Owner, the Treasurer and the Bond Registrar with written notice of any intended prepayment at least 30 days prior to such prepayment date. Interest on the principal amount of the Bond called for prepayment shall cease to accrue on the date fixed for prepayment unless the principal amount called for prepayment is not paid on the prepayment date.

At any time there is a partial prepayment, the remaining installment payments shall be recalculated to reflect a reduction in the installment payment amount to the Maturity Date. Such recalculated debt service schedule shall be provided by the Registered Owner to the District, the Treasurer and the Bond Registrar within 10 business days following any prepayment and shall be effective on the next scheduled installment payment date.

Section 8. Failure to Pay Installments; No Acceleration. If any installment of principal is not paid when due, the District shall be obligated to pay interest on that installment at the same rate provided in the Bond until that installment, together with interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Account, or in a trust account established to refund or defease the Bond, and the principal represented by such installment has been called for payment by giving notice of that call to the Registered Owner. The Bond is not subject to acceleration upon the occurrence of a payment default.

Section 9. Pledge of Payment. The Bond is a limited general obligation of the District. For as long as any principal of the Bond is outstanding, the District irrevocably pledges that it will budget and appropriate money legally available from the General Fund, and from other money legally available therefor, in amounts sufficient to pay the principal of and interest on the Bond when due, and the full faith, credit and resources of the District are pledged irrevocably for the budget and appropriation of those amounts and the prompt payment of that principal and interest.

<u>Section 10.</u> <u>Form and Execution of the Bond.</u> The Bond shall be prepared in a form consistent with the provisions of this resolution and State law and shall be signed by the President and Secretary, either or both of whose signatures may be manual or in facsimile. The Bond shall be

printed at District expense and shall be delivered to the Purchaser in accordance with the Term Sheet, together with the approving legal opinion of Bond Counsel regarding the Bond.

The Bond shall not be valid or obligatory for any purpose, or entitled to the benefits of this resolution, unless the Bond bears a certificate of authentication manually signed by the Bond Registrar stating: "This Bond is the fully registered Aberdeen School District No. 5, Grays Harbor County, Washington, Limited General Obligation Bond, 2019, described in the Bond Resolution." A minor deviation in the language of such certificate shall not void a certificate of authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a certificate of authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose manual or facsimile signature appears on the Bond ceases to be an officer of the District authorized to sign bonds before the Bond bearing his or her signature is authenticated or delivered by the Bond Registrar or issued by the District, the Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the District as though that person had continued to be an officer of the District authorized to sign bonds. The Bond also may be signed on behalf of the District by any person who, on the actual date of signing of the Bond, is an officer of the District authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bond.

### Section 11. Tax Covenants.

- (a) Preservation of Tax Exemption for Interest on the Bond. The District covenants that it will take all actions necessary to prevent interest on the Bond from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bond or other funds of the District treated as proceeds of the Bond at any time during the term of the Bond which will cause interest on the Bond to be included in gross income for federal income tax purposes. The District also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bond, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bond.
- (b) <u>Post-Issuance Compliance</u>. The Secretary is authorized and directed to adopt, amend and implement, on behalf of the District, written procedures to facilitate compliance by the District with the covenants in this Section 11 and the applicable requirements of the Code that must be satisfied after the Date of Delivery to prevent interest on the Bond from being included in gross income for federal income tax purposes.
- (c) <u>Designation of the Bond as a "Qualified Tax-Exempt Obligation.</u>" The District designates the Bond as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code, and makes the following findings and determinations:
- (i) the Bond does not constitute a "private activity bond" within the meaning of Section 141 of the Code;
- (ii) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that

the District and any entity subordinate to the District (including any entity that the District controls, that derives its authority to issue tax-exempt obligations from the District, or that issues tax-exempt obligations on behalf of the District) will issue during the calendar year in which the Bond is issued will not exceed \$10,000,000; and

(iii) the amount of tax-exempt obligations, including the Bond, designated by the District as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bond is issued will not exceed \$10,000,000.

Refunding or Defeasance of the Bond. The District may issue refunding Section 12. bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on the Bond (the "defeased Bond"); (b) redeeming the defeased Bond prior to its maturity; and (c) paying the costs of the refunding or defeasance. If the District sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bond in accordance with its terms, then all right and interest of the Registered Owner of the defeased Bond in the covenants of this resolution and in the funds and accounts obligated to the payment of the defeased Bond shall cease and become void. Thereafter, the Registered Owner of the defeased Bond shall have the right to receive payment of the principal of and interest on the defeased Bond solely from the trust account and the defeased Bond shall be deemed no longer outstanding. In that event, the District may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bond to any lawful purpose.

Section 13. Bond Account and Deposit of Bond Proceeds. There is hereby created and established in the office of the Treasurer, a special account in the District's existing Debt Service Fund known as the Limited General Obligation Bond Account, 2019, or such other designation conforming to accounting practices (the "Bond Account"), for the purpose of paying principal of and interest on the Bond. All money of the District allocated to the payment of the principal of and interest on the Bond shall be transferred to the Bond Account at least one day prior to each installment payment date.

The Treasurer is authorized and directed to deposit in the Capital Projects Fund the principal proceeds of the Bond received from the Purchaser to be used to pay costs of the Project. Until needed to pay costs of the Project, the District may invest principal proceeds of the Bond temporarily in any legal investment, and the investment earnings shall be retained in the Capital Projects Fund and be spent to pay costs of the Project.

<u>Section 14.</u> <u>Approval of Agreements.</u> The Purchaser has presented the Term Sheet offering to purchase the Bond under the terms and conditions provided in the Term Sheet, which written Term Sheet is on file with the Secretary and is incorporated herein by this reference. The Board finds that accepting the terms of the Term Sheet is in the District's best interest and therefore accepts the offer contained therein.

Bond Counsel has presented the Engagement Letter to the District, which Engagement Letter is on file with the Secretary and is incorporated herein by this reference. The Board finds that

entering into the Engagement Letter is in the District's best interest, and therefore, authorizes its execution by either the President or the Secretary.

- Section 15. Annual Financial Statements. For so long as the Purchaser is the Registered Owner, the District will provide to the Purchaser: (a) annual unaudited financial statements within 270 days of fiscal year end; and (b) audited financial statements within 30 days of availability.
- <u>Section 16.</u> <u>Supplemental and Amendatory Resolutions.</u> The District may supplement or amend this resolution for any one or more of the following purposes without the consent of the Registered Owner of the Bond:
- (a) To add covenants and agreements that do not materially adversely affect the interests of the Registered Owner, or to surrender any right or power reserved to or conferred upon the District.
- (b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this resolution in a manner that does not materially adversely affect the interests of the Registered Owner.
- Section 17. General Authorization and Ratification. The Secretary, the District's Executive Director of Business & Operations, the President, the Treasurer, other appropriate officers of the District and Bond Counsel are severally authorized and directed to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the terms of, and complete the transactions contemplated by, this resolution and the Term Sheet (including everything necessary for the prompt delivery of the Bond to the Purchaser and for the proper application, use and investment of the proceeds of the sale thereof). All actions taken prior to the effective date of this resolution in furtherance thereof and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.
- Section 18. Severability. The provisions of this resolution are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this resolution to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this resolution in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

<u>Section 19.</u> <u>Effective Date.</u> This resolution takes effect from and after its adoption.

ADOPTED by the Board of Directors of Aberdeen School District No. 5, Grays Harbor County, Washington, at a regular open public meeting held this 19<sup>th</sup> day of February, 2019, the following Directors being present and voting in favor of the resolution.

	ABERDEEN SCHOOL DISTRICT NO. 5 GRAYS HARBOR COUNTY, WASHINGTON
	President and Director
	Vice President and Director
	Director
	Director
ATTEST:	Director
ALICIA HENDERSON	
Secretary to the Board of Directors	

### **CERTIFICATION**

- I, ALICIA HENDERSON, Secretary to the Board of Directors of Aberdeen School District No. 5, Grays Harbor County, Washington (the "District"), hereby certify as follows:
- 1. The foregoing Resolution No. 2019-05 (the "Resolution") is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Directors of the District (the "Board") held at its regular meeting place on February 19, 2019, as that Resolution appears on the minute book of the District, and the Resolution is now in full force and effect; and
- 2. A quorum of the members of the Board was present throughout the meeting and a sufficient number of members of the Board present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 19<sup>th</sup> day of February, 2019.

ABERDEEN SCHOOL DISTRICT NO. 5 GRAYS HARBOR COUNTY, WASHINGTON

ALICIA HENDERSON Secretary to the Board of Directors

### FOSTER PEPPER ....

February 19, 2019

Honorable Board of Directors Aberdeen School District No. 5 216 North G Street Aberdeen, WA 98520

Re: Bond Counsel Engagement Letter Regarding the Issuance of a Limited General Obligation Bond, 2019

Honorable Board of Directors:

We greatly appreciate the opportunity to serve as bond counsel to Aberdeen School District No. 5, Grays Harbor County, Washington (the "District"). The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the District in connection with the issuance of the above-referenced bond (the "Bond"). We understand that the Bond will be issued to finance costs of acquiring and installing portable (modular) classrooms at Miller Junior High School and carrying out other purposes authorized by RCW 28A.530.080. We also understand that the Bond will be sold to Zions Bancorporation, N.A. (the "Purchaser"), through a private placement. This letter shall serve as a contract between the District and Foster Pepper PLLC (sometimes referred to herein as "Foster Pepper" or the "Firm").

### SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties: (i) subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bond, the source of payment and security for the Bond, and the federal income tax treatment of interest on the Bond; (ii) prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bond, and coordinate the authorization and execution of such documents; and (iii) review legal issues relating to the structure of the Bond.

Our Bond Opinion will be addressed to the District and will be delivered by us on the date the Bond is exchanged for its purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the District after the Bond is issued with applicable laws relating to the Bond. During the course of this engagement, we will rely on the District to provide us with complete and timely information on all developments pertaining to any aspect of the Bond and its security. We understand that officials and employees of the District will cooperate with us in this regard.

### ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the District will be our client and an attorney-client relationship will exist between us. In this transaction we represent only the District, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel regarding the Bond are limited to those contracted for in this letter. The District's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the District regarding the Bond will be concluded upon issuance of the Bond. Nevertheless, subsequent to Closing, we will prepare and mail the applicable Internal Revenue Service Form 8038, and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

### CONFLICTS

Foster Pepper represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the District, one or more of our present or future clients will have transactions with the District. It is also possible that we may be asked to represent, in an unrelated matter, one or more of those types of clients. For example, from time to time we represent bond purchasers, underwriters, neighboring governments, or we assist developers in land use or environmental matters. We do not foresee, however, that any such prior or future representation will adversely affect our ability to represent the District as provided in this letter, either because such matters were or will be sufficiently different from the issuance of the Bond so as to make such representations not adverse to our representation of the District, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bond. Execution of this letter will signify the District's consent to our representation of others consistent with the circumstances described in this paragraph. To the extent we believe such future representation may adversely affect our representation of the District, we will disclose such representation to the District and, if required by ethical rules, seek the appropriate District consent. However, the District's consent to our representation of other clients as described in this paragraph does not extend to our Firm's lawyers representing a client in any litigation or similar dispute adverse to the District before any court or similar forum. A separate waiver would need to be sought, based on the facts of the relevant dispute.

### **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bond; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee (including out-of-pocket costs) will be \$17,250. Our fee may increase: (i) if the principal amount of the Bond is significantly greater than the current estimate of \$2,500,000; (ii) if other material changes in the structure or schedule of the financing occur; or (iii) if unusual or unforeseen circumstances arise that require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise the District. Our fee will be due and payable at the time of Closing of the Bond. The Board hereby authorizes the Purchaser to deduct our fee from the price paid to the

February 19, 2019 Page 3

District for the Bond and to pay the fee directly to us via wire transfer. The Board consents to payment of our fee in this manner. Payment of our fee is contingent on a successful Closing of the Bond. If for any reason, however, the financing represented by the Bond is completed without the delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates for time actually spent on the District's behalf; provided that, (i) we submit a billing statement to the District that describes the time, legal services and expenses incurred on the District's behalf, and (ii) such compensation shall not exceed the amount of the fee that would have been paid had the Bond closed with our Bond Opinion.

### RECORDS

Upon request, papers and property furnished by the District will be returned promptly. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

If the foregoing terms are acceptable to the Board, please approve this letter at an open public meeting, have two duplicate copies of this letter executed by the Secretary to the Board, and return one original to me. The other original should be retained for the District's files. We look forward to working with you. Thank you.

Sincerely,

FOSTER PEPPER PLLC

James P. McNeill III

The terms of engagement set forth herein are accepted and approved this 19<sup>th</sup> day of February, 2019.

ABERDEEN SCHOOL DISTRICT NO. 5
GRAYS HARBOR COUNTY, WASHINGTON

Ву:		
-	Alicia Henderson	
	Superintendent and Secretary to the	Board of Directors

53330249 1

State of Washington ENERGY PROGRAM	INTERAGENCY AGREEMENT		
Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	IAA No.:	K5759	
ABERDEEN SCHOOL DISTRICT 216 North G Street Aberdeen, Washington 98520	Date:	December 27, 2018	

# INTERAGENCY AGREEMENT BETWEEN ABERDEEN SCHOOL DISTRICT

AND

### WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement* (*Agreement*) is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Aberdeen School District, a Washington State governmental agency ("Client Agency") and is dated and effective as of the date of the last signature.

### RECITALS

- A. Enterprise Services, through its Energy Program ("Energy Program"), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner's advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.

### AGREEMENT

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

1. TERM. This Agreement commences as of the date of the last signature and ends December 31, 2022.

### 2. STATEMENT OF WORK.

- A. ENERGY PROGRAM. Energy Program agrees to provide the following Services:
  - i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this Agreement to specify the project and associated project management fees. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, Project Management Services Scope of Work.
  - ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.
- B. CLIENT AGENCY. Client Agency agrees to the following:
  - i. Will conform to the protocols of this Agreement, including Enterprise Services' General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions"), as supplemented.
  - ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
  - iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs through the design, construction and post-construction phases as outlined below:
    - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
    - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.
      - The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.
      - Professional services agreements have suffixes A through F, for example 2018-024 A.

- Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

#### 3. COMPENSATION AND REQUIREMENTS.

- A. COMPENSATION. Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
  - i. Project Management Services Scope of Work (Attachment A): For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
  - ii. Termination Fee: If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO.
  - iii. Measurement & Verification Services ("M&V") Scope of Work (Attachment C): If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. PAYMENT FOR ESCO SERVICES. In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Master Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. FURTHER ASSURANCES. Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW. In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:
  - 1. RCW Title 39 and 43
  - 2. ADA Requirements
  - 3. Buy America
  - 4. Davis-Bacon
  - 5. Prevailing Wage
  - 6. DBE Participation
  - 7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

### 4. INVOICES AND BILLING.

- A. BILLING PROCEDURE. Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the energy services company. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. PAYMENT PROCEDURE. Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. BILLING DETAIL. Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
  - The date(s) such services were provided
  - Brief description of the services provided
  - Total invoice amount
- D. BILLING ADDRESS. Invoices shall be delivered to Client Agency electronically to:

Email: ahenderson@asd5.org

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

**Enterprise Services** 

Attn: Donna Albert
Energy Project Manager
Energy Program
Washington Dept. of Enterprise Services
PO Box 41476

Olympia, WA 98504-1476 Tel: (360) 489-2420

Email: donna.albert@des.wa.gov

**Client Agency** 

Attn: Alicia Henderson, PhD

Superintendent

ABERDEEN SCHOOL DISTRICT

216 North G Street

Aberdeen, Washington 98520

Tel: (360) 538-2002

Email: ahenderson@asd5.org

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

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

### 6. RECORDS.

- A. AGREEMENT AVAILABILITY. Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. RECORDS RETENTION. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. OWNERSHIP. Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. Public Records. This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA). Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the PRA, without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action.
- 7. **RESPONSIBILITY OF THE PARTIES.** Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.
- 8. **DISPUTE RESOLUTION**. The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot

then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.

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

### 10. GENERAL PROVISIONS.

- A. COMPLIANCE WITH LAW. The Parties shall comply with all applicable law.
- B. INTEGRATED AGREEMENT. This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- C. AMENDMENT OR MODIFICATION. Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- D. AUTHORITY. Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. No AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- F. GOVERNING LAW. The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- G. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- H. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- J. ELECTRONIC SIGNATURES. A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.

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

EXECUTED AND EFFECTIVE as of the date of the last signature.

ABERDEEN SCHOOL DISTRICT	STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES		
Ву:	Ву:		
Name:	Name: Roger A. Wigfield		
Title:	Title: Energy Program Manager		
Date:	Date:		

### **ATTACHMENT A**

### PROJECT MANAGEMENT SERVICES SCOPE OF WORK

# Energy/Utility Conservation Projects Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

- 1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
- 2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
- 3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
- 4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
- 5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
- 6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
- 7. Provide assistance during the design, construction and commissioning processes.
- 8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
- 9. Assist with final project acceptance.
- 10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
- 11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.

### **ATTACHMENT B**

### **PROJECT MANAGEMENT FEE SCHEDULE**

2017-19 Interagency Reimbursement Costs for Project Management Fees to Administer Energy/Utility Conservation Projects

### **PROJECT**

TOTAL PROJECT VALUE	MANAGEMENT FEE	<b>TERMINATION FEE</b>
5,000,001 6,000,000	\$68,800	25,700
4,000,001 5,000,000	67,700	25,400
3,000,0014,000,000	66,700	25,000
2,000,0013,000,000	62,500	23,400
1,500,0012,000,000	58,300	21,800
1,000,0011,500,000	51,600	19,300
900,001 1,000,000	43,800	16,400
800,001 900,000	41,300	15,400
700,001 800,000	38,300	14,400
600,001 700,000	36,500	13,700
500,001 600,000	33,800	12,600
400,001 500,000	30,200	11,300
300,001 400,000	25,800	9,700
200,001 300,000	20,700	7,700
100,001 200,000	14,400	5,400
50,001100,000	7,800	3,500
20,00150,000	4,200	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

- 1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
- 2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency's cost effectiveness criteria.
- 3. If the project meets Client Agency's cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
- 4. If the audit fails to produce a project that meets Client Agency's established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.

### **ATTACHMENT C**

### **MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK**

# Energy/Utility Conservation Projects Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

- 1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
- 2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
- 3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.

### ASD5 Surplus Items Presented to School Board Feb. 19, 2019

Board approved	Quantity	Description	Manufacturer	Model #	Color or Detail	Condition	Administrator	Building	Date added to list	
		Building Life Skills (book)	Goodheart-Willcox			like new	Hoehn	Miller JH	08/21/2018	
		Rolling Waves	Macmillian/McGraw-Hill			like new	Hoehn	Miller JH	08/21/2018	
		Eccelerated Reader VHS	Washinary Westaw Tim			III.O TIOW	11001111	IVIIIIOI OI I	00/21/2010	
	1	with teacher's manual	Advantage Learning			good	Hoehn	Miller JH	08/21/2018	
		Student WB Apple Tree (3)	Apple Tree			new	Hoehn	Miller JH	08/21/2018	
		Into the Main Stream -	7,4510 1100						00/21/2010	
	1set	hearing/deafness	Gallaudent University			great	Hoehn	Miller JH	08/21/2018	
	1001		Camadadii Ciiiveisiiy			9.000			00/21/2010	
		Facts & Sources - Life-								
	1	Coping Skills Series Blackline	Steck-Vaughn			great	Hoehn	Miller JH	08/21/2018	
	1	My Words WKB - book 1	Sauners			poor	Hoehn	Miller JH	08/21/2018	
		Amercan Sign Language	TJ Publishers			good	Hoehn	Miller JH	08/21/2018	
		I Can Sign My A,B,Cs	Kendall Green Publications			poor	Hoehn	Miller JH	08/21/2018	
		Conversational Sign	Trendam Green Fabrications			P00.			00/21/2010	
	1	Language II	Gallaudet College Press			great	Hoehn	Miller JH	08/21/2018	
		Stay Awhile	ScrivnerLaidlaw			great	Hoehn	Miller JH	08/21/2018	
		How to Own & Operate an	Coc. La.a.a.			9.000			00/21/2010	
	1	Attention Deficit Kid	Maxey			poor	Hoehn	Miller JH	08/21/2018	
		Think Pad laptops (PC)	Lenovo	Think Pad		Poor/Fair	Meers	AJ West	08/23/2018	
		Refridgerator	Unknown	TTIIITIK T GG	cream/brown	poor	Cook	Harbor/Hopkii		
		Tall 2-door cabinet	Ciliatown		cream	poor	Cook	Harbor/Hopkii		
		World of Music	Unknown		Gray file boxes	good	McKinney	McDermoth	09/04/18	
		Mimio Capture Kit	Mimio		Citay illo boxee	Fair	Meers	AJ West	9/6/18	
		Mimio Wireless	Mimio			Fair	Meers	AJ West	9/6/18	
		Wynn Wizard literacy	William			T all	IVICOIO	7.0 77001	0/0/10	
	1	software	Wynn			Fair	Meers	AJ West	9/6/18	
		Mimio wireless accessory	Mimio			Fair	Meers	AJ West	9/6/18	
		iPad touch	apple			good	Meers	AJ West	9/6/18	
		Flip Video camera	Flip			good	Meers	AJ West	9/6/18	
		VCR	RCA			fair	Meers	AJ West	9/11/18	
		A/V Cart	RCA			poor	Meers	AJ West	9/11/18	
		teacher desks	<u> </u>			fair	McKinney	McDermoth	10/9/18	
		(Almost) Everything You Need	to Know About Early Childho	ood Education 100	ρ	Good	G Hagen	Harbor High (		
		A Child is Born 1967	To Know About Early Crilland	Jou Luucation 199		Good	G Hagen	Harbor High		
		Birth Without Violence 1975				Good	G Hagen	Harbor High		
		CDC Parent's Guide to Childh	and Immunization 2004			Good	G Hagen	Harbor High		
		Chicken Soup for the Mother's				Good	G Hagen	Harbor High		
		Child of Mine: Feeding with L				Good	G Hagen	Harbor High		-
		Complete Idiot's Guide to Pare		Idler Too 1997		Good	G Hagen	Harbor High		
		Discipline without Shouting or		100 1991		Good	G Hagen	Harbor High		
		Dr. Lendon Smith Food for He				Good	G Hagen	Harbor High		
		Every Parent's Guide to Unde		1088		Good	G Hagen	Harbor High		
		Food for Life 2003	Transming reenagers & Suicio	1300		Good	G Hagen	Harbor High		
		Heinemann Know It: Your Mor	nev at Work-Taxes 2003			Good	G Hagen	Harbor High		
		HELP – Health Exchanges Lif				Good	G Hagen	Harbor High		
		Mayo Clinic Guide to a Health				Good	G Hagen	Harbor High		
		Read to Me: Raising Kids Wh				Good	G Hagen	Harbor High		
		Teen Pregnancy & Parenting				Good	G Hagen	Harbor High		
		The Baby Exercise Book for the				Good	G Hagen	Harbor High		
		The Expectant Father: Facts,		-Be 2001		Good	G Hagen	Harbor High		
		The First Six Months: Getting				Good	G Hagen	Harbor High		
		The Parent's Answer Book 19		,,	+	Good	G Hagen	Harbor High		
		What to Expect When You're				Good	G Hagen	Harbor High		
		What Your Doctor May Not Te		inations 2001		Good	G Hagen	Harbor High		
		Win the Winning War and Oth			+	Good	G Hagen	Harbor High		
		You & Your Baby Healthy Eat			+	Good	G Hagen	Harbor High		
		Your One-Year-Old 12 to 24 M			+	Good	G Hagen	Harbor High		
		Your Week-by-Week Pregnar			+	Good	G Hagen	Harbor High		
		Your Pregnancy Week-by-We			+	Good	G Hagen	Harbor High		
		Troui r regulation week-by-we	7GN 1334			10000	O Hayen	pranou riigii (	10/24/10	

### ASD5 Surplus Items Presented to School Board Feb. 19, 2019

1 multiple USB port		Good	McKinney	McDermoth	10/25/18		
5 Red Ipad covers		Good	McKinney	McDermoth	10/25/18		
1 Laptop cart		Good	Meers	West	1/14/19		
Boxes of Math Workbooks,							
Course 2, Vol 2 & Course 3,							
92 Vol 2	Glencoe	New	Griebel	Miller JH	1/14/19		
Kodak DataShow screen with							
1 components		Old	Hoehn	Miller JH	2/1/19		back library
MacData Display Data							
1 Projector	Apple	old	Hoehn	Miller JH	2/1/19		back library
1 Toshiba VCR tape player	Toshiba	Fair	Hoehn	Miller JH	2/1/19 o	n cart	back library
1 JVC box TV	JVC	Fair	Hoehn	Miller JH	2/1/19 o	n cart	back library
1 Roller Cart	has TV and VCR player on it	Good	Hoehn	Miller JH	2/1/19		back library
1 Roller Cart	has TV and VCR player on it	Good	Hoehn	Miller JH	2/1/19		
1 Phillips Magnavox TV		Fair	Hoehn	Miller JH	2/1/19 o	n cart	back library
2 A400 VCR tape player	Mitsubishi	Fair	Hoehn	Miller JH	2/1/19 o	n cart	back library
1 DVD player	DTS Dolby Digital	Good	Hoehn	Miller JH	2/1/19 o	n cart	back library
17 Intermediate dictionary	ISBN:0-673-12384-7	poor	McKinney	McDermoth	2/4/19 in	n Library	
Scott Foresman International						-	
13 dictionary	ISBN:0-673-12381-2	poor	McKinney	McDermoth	2/4/19 in	Library	
The American Heritage							
17 student dictionary	0-61825619-9	poor	McKinney	McDermoth	2/4/19 in	Library	
The New american roget's						-	
19 college thesarus	0-451-13474-5	poor	McKinney	McDermoth	2/4/19 in	Library	
Scholastic children's						-	
1 dictionary	978-0-54560495-6	poor	McKinney	McDermoth	2/4/19 in	Library	
The American Heritage						_	
3 student Thesaurus	0-395-93026-X	poor	McKinney	McDermoth	2/4/19 in	Library	
						-	
2 My Second Picture Dictionary	0-673-28453-2-0	poor	McKinney	McDermoth	2/4/19 in	n Library	
Natl Geo student atlas of the						•	
8 world	0-7922-7178-5	poor	McKinney	McDermoth	2/4/19 in	Library	
						•	
1 World almanac book of facts	0-88687-643-5	poor	McKinney	McDermoth	2/4/19 in	n Library	
Scott Foresman beginning							
8 dictionary	0-673-12380-4	poor	McKinney	McDermoth	2/4/19 in	n Library	
1 World almanac book of facts	0-88687-643-5	poor	McKinney	McDermoth	2/4/19 in	n Library	
the 1994 information please						_	
1 almanac	0-395-67745-9	poor	McKinney	McDermoth	2/4/19 in	Library	
the world alamanc book of							
1 facts	0-88687-862-4	poor	McKinney	McDermoth	2/4/19 in	n Library	
1 the international authority	0-395-67745-9	poor	McKinney	McDermoth	2/4/19 in		
 2 Beginning dictionary		poor	McKinney	McDermoth	2/4/19 in	Library	
Scott Foresman beginning						<u> </u>	
1 dictionary	0-673-123254-1	poor	McKinney	McDermoth	2/4/19 in	Library	
Websters 7th new collegiate							
1 dictionary		poor	McKinney	McDermoth	2/4/19 in	Library	
The young people's							
2 thesaurus dictionary	0-448-02688-0	poor	McKinney	McDermoth	2/4/19 in	Library	
Webster's new collegiate							
 1 dictionary		poor	McKinney	McDermoth	2/4/19 in	Library	
Junior Thesaurus in Other							
 1 Words	71-94829	poor	McKinney	McDermoth	2/4/19 in		
131 Houghton Mifflin		poor	McKinney	McDermoth	2/4/19 in	Library	
Macmillan/McGraw-Hill						<u> </u>	
59 Glencoe		poor	McKinney	McDermoth	2/4/19 in	n Library	

ASD5 Technology Department - Surplus Equipment		quipment
DATE:	2/12/2019	
DATE.	2/12/2019	
SN	Asset Tag	DESCRIPTION
10049950	18137	Anthro iPad Cart - No longer needed, usable condition
10026268		Anthro iPad Cart - No longer needed, usable condition
10033017	16192	Anthro iPad Cart - No longer needed, usable condition
10026272		Anthro iPad Cart - No longer needed, usable condition
10049945	18138	Anthro iPad Cart - No longer needed, usable condition
10028109		Anthro iPad Cart - No longer needed, usable condition
10027960		Anthro iPad Cart - No longer needed, usable condition
10042684	16702	Anthro iPad Cart - No longer needed, usable condition
10070573	18983	Anthro iPad Cart - No longer needed, usable condition
10025962		Anthro iPad Cart - No longer needed, usable condition

### **CERTIFICATED**

### **Substitute Certificated:**

Julia Deason

### **Substitute Certificated Resignations:**

Rhonda Cooper – Effective 02/07/19

### **CLASSIFIED**

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	Effective Date
Nancy Vazquez Fuentes	Stevens Elementary	Para-educator – Temporary	02/15/19
Chelsea Allee	Miller Jr. High School	Math Olympiad Coach	02/04/19
Tracey Harris	Robert Gray Elementary	Math Olympiad Coach	02/01/19
Bridget Onasch	Stevens Elementary	After School Site Coordinator	02/04/19

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	Effective Date
Brandy Larson	Robert Gray Elementary	Para-educator	02/04/19
Calvin Petersen	Transportation	Bus Driver	02/21/19

### **EXTRA-CURRICULAR CONTRACTS:** We recommend the Board approve the following extra-curricular contracts:

<u>Name</u>	<u>Location</u>	<u>Position</u>	Effective Date
Nikkol Daniels	Aberdeen High School	Fastpitch – Assistant Coach	02/25/19
Andrew Duffy	Aberdeen High School	Girls' Golf – Assistant Coach	02/25/19
Gage Martell	Aberdeen High School	Baseball – Assistant Coach (.5 FTE)	02/25/19
Stacy Campbell	Miller Jr. High School	Volleyball – Head Coach	02/13/19

### **Substitute Classified:**

Freda Gardner Whitney Harden Ashley Harmon