

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

BOARD OF DIRECTORS' MEETING

June 20, 2016

Individuals with disabilities who may need a modification to participate in a board meeting should contact the superintendent's office as soon as possible in advance of a meeting so that special arrangements may be made.

CONSENT AGENDA

A consent agenda has been established by the board in order to eliminate the time-consuming task of acting on routine and repetitive business items. These items are now placed in a consent agenda package and will be voted on at one time. If you see an item on the consent agenda that you would like to have publicly discussed, please discuss your concern with a board member prior to action on the consent agenda.

Lake Washington School District Acronyms

AMO: Annual Measurable Objectives

AMAO: Annual Measurable Achievement Objective in English Language Proficiency

AP: Advanced Placement

AVID: Advancement Via Individual Determination

B/CR: Board/CEO Relationship

CAA: Certificate of Academic Achievement

CADR: College Academic Distribution Requirements

CBA: Classroom-Based Assessments

CDSA: Common District Summative Assessments

CEDARS: Comprehensive Education Data and Research System (CEDARS)

CIA: Certificate of Individual Achievement

CIP: Continuous Improvement Process

CLT: Central Leadership Team

COE: Collection of Evidence

CTE: Career & Technical Education

DIBELS: Dynamic Indicators of Basic Early Literacy Skills

DLT: District Leadership Team (manager level and above, includes both certified and classified)

EL: Executive Limitations (See Policy Governance)

ELL: English Language Learners

EOC: End of Course

ER: End Results (formerly known as ENDS). Goals set forth by the board, including the mission of the district.

ESEA: Elementary and Secondary Education Act

GP: Governance Process (Board)

HCP: Highly Capable Program

HSBP: High School and Beyond Plan

HSPE: High School Proficiency Exam

KISN: Kindergarten Intensive Safety Net

KPI: Key Performance Indicators

LC: Learning Community - The district is divided into four learning communities. Each one is made up of a high school and the elementary schools and junior highs that feed into it. The four learning communities are: Eastlake, Juanita, Lake Washington, and Redmond.

LEAP: Learning Enhancement & Academic Planning

MSP: Measurement of Student Progress

NSBA - National School Board Association

OSPI: Office of Superintendent of Public Instruction

PCC: Professional Community & Collaboration

PLC: Professional Learning Community

PLIE: Planning, Learning, Implementation, and Evaluation

Policy Governance: A governance process used by the school board. This sets forth "End Results (ER)" that the superintendent must reach, while abiding by "Executive Limitations (EL)." ER include the district's mission. EL provide the boundaries for how the superintendent and staff can get to the goals. See the board policy section on web site for more information.

Quest: Highly Capable program for students in gr. 2-8

RCW: Revised Codes of Washington

RTI: Response to Intervention

SALT: Strategic Advisory Leadership Team

SIOP: Sheltered Instruction Observation Protocol

SBAC: Smarter Balanced Assessment Consortium

SBE: State Board of Education

sMAS: Secondary Mobile Access for Students

STEM: Science, Technology, Engineering, and Mathematics

WAC: Washington Administrative Codes

WaNIC: Washington Network for Innovative Careers

WELPA: Washington English Language Proficiency Assessment

WLPT: Washington Language Proficiency Test

WSSDA: Washington State School Directors Association

June 16, 2016

Nancy Bernard
President, Board of Directors
Lake Washington School District No. 414
Redmond, WA 98052

Dear Mrs. Bernard:

I am transmitting herewith the agenda for the Board of Directors' regular meeting of June 20, 2016 beginning at 7:00 p.m. in the Board Room of the Resource Center, 16250 NE 74th Street, Redmond, WA.

Order of Business

1. Convene, Roll Call
2. Approve Agenda
3. Public Comment
4. Consent Agenda
5. Non-Consent Agenda
6. Superintendent Report
7. Legislative Update
8. Board Follow-Up
9. Future Agenda Items
10. Debrief
11. Board Member Comments
12. Adjourn

Sincerely,

A handwritten signature in cursive script that reads "Traci Pierce". The signature is written in black ink on a light-colored background.

Traci Pierce
Superintendent

LAKE WASHINGTON SCHOOL DISTRICT
Board of Directors' Meeting
L.E. Scarr Resource Center Board Room
June 20, 2016

5:00 p.m. Study Session
 Topic: College and Career Readiness Task Force Update
 Location: *Robert Hughes Room*

<u>Time</u>	<u>Action</u>	<u>Policy</u>	<u>Tab</u>	<u>Page</u>
7:00 p.m.	Convene, Roll Call			
	Approve Agenda			
	Public Comment			
	Consent Agenda	GP-8 (<i>Annual Agenda Planning</i>)		
	▪ Minutes - (<i>June 6 board meeting and study session</i>)		1	1
	▪ Human Resources Report		2	8
	▪ Instructional Materials Adoption		3	11
	▪ Approval of Monitoring Board Policy	B/CR 5 (<i>Monitoring CEO Performance</i>)		
	✓ EL-5, Parents and Community		4	13
	✓ EL-6, Student Learning Environment		5	14
	✓ EL-8, Instructional Materials Selection		6	15
	▪ Service Employees International Union (SEIU) Collective Bargaining Agreement, 2016-19		7	16
	▪ Donations		8	18
	Non-Consent Agenda			
	▪ Authorization to Sell Bonds, Bond Refunding Resolution No. 2213		9	19
	▪ 2016-17 Budget, First Reading		10	20

Superintendent Report

EL-3 (*Communication & Counsel to the Board*)

Legislative Update

GP-3 (*Board Job Description*)

Board Follow-Up

GP-3 (*Board Job Description*)

Future Agenda Items

EL-3 (*Communication & Counsel to the Board*)

Debrief

GP-2(*Governing Style*)

Board Member Comments

Adjourn

Next Board Meeting:

August 8, 2016

5:00 p.m. Study Session

Topic: Board Self-Assessment

7:00 p.m. Board Meeting

**L.E. Scarr Resource Center
16250 NE 74th Street
Redmond, WA 98052**

OFFICIAL MINUTES
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Study Session
June 6, 2016

The June 6, 2016 study session was called to order by
Vice President Chris Carlson at 5:15 p.m.

CALL TO ORDER

Members present: Chris Carlson, Siri Bliesner, Mark Stuart,
and Eric Laliberte.

ROLL CALL

Excused: Nancy Bernard.

Present: Superintendent Traci Pierce.

The topic discussed was:

TOPIC

- *Budget*

The board met in executive session at 6:20 p.m. regarding
employee performance. The meeting was reconvened at
6:35 p.m.

EXECUTIVE SESSION

The meeting was adjourned at 6:35 p.m.

ADJOURNMENT

Nancy Bernard, President

Traci Pierce, Superintendent

Diane Jenkins
Recording Secretary

OFFICIAL MINUTES
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Meeting
June 6, 2016

The board meeting was called to order by Vice President Chris Carlson at 7:00 p.m.

CALL TO ORDER

Members present: Chris Carlson, Siri Bliesner; Mark Stuart, and Eric Laliberte.

ROLL CALL

Excused: Nancy Bernard.

Present: Superintendent Traci Pierce.

Eric Laliberte moved to approve the agenda. Seconded by Siri Bliesner.

APPROVAL OF AGENDA

Motion carried.

Traci Pierce reported that the Lake Washington School District PTSA Council was awarded the 2016 PTA of the Year. She read her letter in support of this nomination. On behalf of the board, she presented Judy East with flowers in recognition of this award.

RECOGNITION -
PTSA SCHOLARSHIP
AWARDS

Judy East, President, Lake Washington PTSA Council, expressed her appreciation to Dr. Pierce for her continued support and applauded her insistence to seek out parent voice. She reported that she will be stepping down from serving as PTSA President and moving on to serve at the State PTSA level as the Parent, Family, and Community Engagement Coordinator. She introduced Liz Hedreen as the new incoming PTSA President.

Wendy Delong, PTSA Scholarship Committee Chair, thanked the members of the scholarship committee for their work interviewing and selecting scholarship recipients. These scholarships are supported by the annual PTSA Scholarship Basket Auction and donations from the individual building units. A program booklet which listed the accomplishments of the scholars was provided. The recipients were recognized and presented with a certificate.

The members of the scholarship committee introduced the students and presented them with their certificates.

Student Scholarships - \$1,000 college scholarships

Jonathan Chang – Eastlake High School
Riley Martin – Juanita High School
Loann Nguyen – Lake Washington High School
Rebecca Cauthorn – Redmond High School

Jane Wierenga Memorial Scholarship - \$1,000 college scholarship

Brielle Garcia – Juanita High School

LWEA/Karen Bates Scholarship - \$1,000 college scholarship

Kaitlyn Lee – Eastlake High School

Bob Hughes Scholarship - \$1,000 college scholarship

Anthony Humay – Eastlake High School

Dr. Don Saul Scholarship - \$1,000 college scholarship

Forrest Malcolm – Lake Washington High School

Jackie Pendergrass Scholarship - \$1,000 college scholarship

Torrey Nielsen – Eastlake High School

Victoria Findley Scholarship - \$1,000 college scholarship

Julianna Olde – Eastlake High School

At Large Scholarships - \$1,000 college scholarships

Katherine Vasquez – Eastlake High School
Nicholas Goodwin – Juanita High School

LWSD Staff/LW PTSA Scholarships - \$500 scholarships

Hannah Chang – Samantha Smith Elementary School
Laura Koetke – Lake Washington High School

Chris Carlson thanked the parents and the students for attending and recognized the students for their hard work and accomplishments.

Judy East thanked the district for their improved communication process to inform parents as situations occur. She noted that she received several updates when there was a modified lockdown at her child's school. She appreciated being kept informed.

PUBLIC COMMENT

Mark Stuart requested that EL-14, Technology be removed from the consent agenda.

CONSENT AGENDA

Eric Lalibete moved to approve the consent agenda as amended (*removing EL-14, Technology, to the non-consent agenda*).

Seconded by Siri Bliesner.

Chris Carlson, yes; Siri Bliesner, yes; Mark Stuart, yes; and Eric Laliberte.

Motion carried.

The following May 2016 vouchers were approved:

APPROVAL OF VOUCHERS

General Fund

352363-352722 \$4,837,775.56

Payroll Warrants

2485-2488 \$27,875.22

Payroll

Accounts Payable Direct Deposit \$ 1,414,676.87

Acquisition Card 1,294,114.00

Deferred Comp 83,173.00

Department of Revenue 9,325.89

Dept. of Retirement Systems 1,968,343.66

Dept. of Retirement Systems 747,920.37

Flex Spending 47,626.62

Payroll Direct Deposit 9,935,348.49

Payroll Tax Withdrawal 3,635,678.42

Sodexo 66,362.00

TSA Envoy 277,180.09

VEBA 11,672.94

Vision/(NBN) 50,663.83

Key Bank Processing Fees \$ 6,840.85

\$19,548,925.03

Capital Projects

35950-35993 \$1,657,345.73

ASB

60023-60159 \$57,463.41

Transportation Vehicle Fund

55 \$98,639.69

Private Purpose Trust Fund

2432-2481 \$5,647.90

Approves minutes of the May 16 study session and board meeting.

APPROVAL OF MINUTES

Approves June 6, 2016 Human Resources Report and salary schedules.

APPROVAL OF HUMAN RESOURCES REPORT

Approves the non-renewal of Ms. Jessica Polkinghorn's contract for the 2016-2017 school year.

NON-RENEWAL OF PROVISIONAL CONTRACT

Approves Change Order No. 2 to Lincoln Construction, Inc. for the Redmond Elementary School Classroom Addition Project in the amount of \$41,115, increasing the contract amount to \$3,292,398.

CHANGE ORDER NO. 2 REDMOND ELEMENTARY SCHOOL CLASSROOM ADDITION PROJECT

Adopts the Six-Year Capital Facilities Plan, 2016-2021, as presented.

SIX-YEAR CAPITAL FACILITIES PLAN, 2016-2021

Accepts the donations/grants as identified -

DONATIONS

Acceptance from Audubon Elementary PTSA to Audubon Elementary in the amount of \$4,597.50 to provide stipends for running club, intramural sports, and music.

Acceptance from Albert Einstein PTSA to Einstein Elementary in the amount of \$1,010.64 to purchase printer and toner.

Acceptance from Horace Mann Elementary PTSA to Mann Elementary in the amount of \$13,396.54 to provide classroom enhancement.

Acceptance from John Muir Elementary PTSA to Muir Elementary in the amount of \$6,800.00 to provide student enrichment (\$5,500.00) and support choir (\$1,300.00).

Acceptance from Redmond Elementary PTSA to Redmond Elementary in the amount of \$5,398.35 to purchase ProBooks for ELL department.

Acceptance from International Community School PTSA to ICS in the amount of \$23,220.68 to purchase library books (\$3,721.98), equipment for video control room (\$5,647.74), color printers (\$1,243.01), and ping pong table (\$1,609.62); and support academic enrichment (\$4,044.33) and extracurricular activities (\$6,954.00).

Acceptance from Redmond Middle School PTSA to Redmond Middle in the amount of \$1,466.00 to support library.

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Board of Directors' Meeting

June 6, 2016

Acceptance from Rose Hill Middle School PTSA to Rose Hill Middle in the amount of \$4,407.38 to purchase IXL (online math program) license renewal (\$2,217.38) and provide stipend for Lego club (2,190.00).

Acceptance from SYMETRA to Juanita High School in the amount of \$10,000.00 to support library.

TOTAL \$70,297.09

Mark Stuart requested additional information on appropriate adaptive technology and how it is provided. Siri Bliesner indicated that these issues would not influence whether EL-14 was in compliance. Dr. Pierce related she would follow-up with the board on these issues. She noted that additional monies have been allocated for assistive technology.

The Board's Governance Policies call for the monitoring of each policy based on the annual calendar in GP-6. All areas of EL-14, Technology, are in compliance and it is now being presented for approval.

Siri Bliesner moved to approve the monitoring report for EL-14, Technology, as presented. Seconded by Mark Stuart.

Motion carried.

Mike Van Orden, Director of Teaching and Learning, and members of the Middle School Math Adoption Committee, indicated that during the 2014-15 and 2015-2016 school years, the Middle School Math Adoption Committee reviewed research and standards and developed rubrics to use for the evaluation of various math curricula. These rubrics included: Best Practice Alignment; Standards Alignment; Assessment Alignment; Organization and Design; and Digital Resources.

This year, the committee heard presentations from publishers, evaluated curricula for middle school math using rubrics, piloted materials in classrooms, and narrowed options to a final recommendation for each subject. The district's Instructional Materials Committee reviewed these materials and recommended them for adoption at its May 4 meeting.

NON-CONSENT

APPROVAL OF BOARD
POLICY

EL-14, TECHNOLOGY

DISTRICT TEXTBOOK
ADOPTION
MATH, MIDDLE SCHOOL

Opportunity was provided for public review and comment of instructional materials under consideration for adoption and an opportunity to give written feedback. Materials were on display outside of our Curriculum Library at the Resource Center from April 22 – May 27.

The committee members compared and highlighted the various features of the curriculum materials and reviewed teacher and student feedback received on the piloted materials.

Teachers will have multiple options to participate in professional development in math standards, proficiency scales, and curriculum materials during an afternoon session in June and in August. Training in the math standards and collaboration time to learn and implement the new materials will be provided throughout the 2016-17 school year.

The curriculum materials will be implemented in the 2016-17 school year.

Title:	Glencoe Math Courses 1-3
Author:	Multiple
Publisher:	McGraw Hill
Copyright:	2015
No. of Copies:	4750
Price:	\$146.70 (includes textbooks and 10 year digital subscription)
School Requesting:	District Middle School Math Adoption Committee
Classification:	Grades 6-8

Mike Van Orden and members of the Committee responded to board members questions.

Eric Laliberte moved that the board approves the recommendation from the Adoption Committee for Middle School Math and the Instructional Materials Committee to adopt the above listed materials for use in the district. Seconded by Siri Bliesner.

Motion carried.

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Siri Bliesner indicated that she would be attending the upcoming 2016 Washington State School Directors Association (WSSDA) Legislative Assembly in Spokane on September 23-24, 2016.

LEGISLATIVE UPDATE

Siri Bliesner moved to adjourn. Seconded by Eric Laliberte.

ADJOURNMENT

Motion carried.

The meeting was adjourned at 9:00 p.m.

Nancy Bernard, President

Traci Pierce, Superintendent

Diane Jenkins
Recording Secretary

Human Resources Board Report

June 20, 2016



NEW PERSONNEL

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary/Rate</u>	<u>Start Date</u>	<u>Reason</u>
Bliss, Hannah NC	Teacher	Kirkland MS	A-0	08/29/16	Leave Replacement
Brown, Kelsey NC	Teacher	Blackwell Elem	A-0	08/29/16	Leave Replacement
Buersatte, Aubrey NC	Teacher	Elem Pool	A-0	08/29/16	Leave Replacement
Crawford, Lesley NC	Teacher	Finn Hill MS	A-0	08/29/16	Leave Replacement
Creager, Molly	Special Ed Para Ed	Mann Elem	\$17.18	01/11/16	Budgeted
Dews, Amanda NC	Teacher	Rose Hill Elem	C-0	08/29/16	Leave Replacement
Haggerty, Elizabeth NC	Library Media Specialist	Kirkland MS	C-9	08/29/16	Leave Replacement
Hinds, Gretchen NC	Teacher	Einstein Elem	D-11	08/29/16	Leave Replacement
Jones, Heidi NC	Teacher	Franklin Elem	A-0	08/29/16	Leave Replacement
Romman, Leslie	Instructional Assist/ Secretary	Wilder Elem	\$14.84/\$18.87	11/23/15	Budgeted
Maris, Kristin NC	Teacher	Lake Washington HS	C-0	08/29/16	Leave Replacement
Santhana Vannon, Priya	Instructional Assist	Rosa Parks Elem	\$14.84	01/11/16	Repl. S. Fitch
Thomas, Lindsey NC	Teacher	Wilder Elem	C-0	08/29/16	Leave Replacement

RETIREMENTS/RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Start</u>	<u>Effective Date</u>	<u>Reason</u>
Arnone, Myra	Teacher	Redmond HS	08/27/08	06/15/16	Resignation
Anderson, Sean	Special Ed Para Ed	Kamiakin MS	09/01/15	06/10/16 (rev)	Resignation
Beckett, Elisabeth	Teacher	Audubon Elem	08/24/15	06/15/16	Resignation
Beckett, Tessa	Teacher	Evergreen Elem	03/10/15	06/15/16	Resignation
Ben-Menachem, Marcee	Counselor	Lakeview Elem	08/28/06	06/15/16	Resignation
Bergman, Angela	Speech Language Path	Special Services	08/27/08	06/15/16	Resignation
Brandt, Carol	Teacher	Einstein Elem	09/05/00	06/15/16	Resignation
Britt, Kristina	Teacher	Franklin Elem	08/27/08	06/15/16	Resignation
Brothers, Amanda	Teacher	Evergreen Elem	08/25/14	06/15/16	Resignation
Brown-Gibbons, Melissa	Teacher	Redmond MS	08/24/09	06/15/16	Resignation

Human Resources Board Report

June 20, 2016



RETIREMENTS/RESIGNATIONS/TERMINATIONS - Con't

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Start</u>	<u>Effective Date</u>	<u>Reason</u>
Broze, Jerie	Office Manager II	Rose Hill Elem	10/07/91	06/15/16	Retirement
Butler, Madeline	Special Ed Para Ed	Rockwell Elem	09/09/13	06/15/16	Resignation
Cawley, Amber	Psychologist	Special Services	08/25/14	06/15/16	Resignation
Crane, Candida	Counselor	Rosa Parks Elem	08/26/02	06/15/16	Resignation
Dahl, Heidi	Special Ed Para Ed	Juanita Elem	04/01/14	06/15/16	Resignation
DeVore, Anne	Instructional Assist	Rockwell Elem	09/10/13	06/15/16	Resignation
Fulcher, Barry	Teacher	Juanita HS	08/28/06	06/15/16	Resignation
Gooch, Angela	Teacher	Blackwell Elem	08/24/15	06/15/16	Resignation
Hill, Joanne	Data Processor	Redmond HS	05/30/00	09/16/16	Retirement
Hoagland, Emily	Speech Language Path	Special Services	08/27/12	06/15/16	Resignation
Hopkins, Cody	Teacher	Redmond HS	08/24/15	06/15/16	Resignation
Johnson, Jana	Teacher	Blackwell Elem	11/25/03	06/15/16	Resignation
Jones, Rachel	Teacher	Keller Elem	09/03/13	06/15/16	Resignation
Kuiper, Kristin	Health Services Specialist	Special Services	08/22/14	07/15/16 (rev)	Resignation
Lee, Alexander	Special Ed Para Ed	Dickinson Elem	09/01/15	06/15/16	Resignation
Lerner, Deborah	Office Manager I	Renaissance	08/16/07	06/28/16 (rev)	Resignation
Livingston, Gayle	Principal	Rosa Parks Elem	07/01/04	06/30/16	Retirement
Macer, Shelly	Library Media Specialist	Redmond HS	08/24/10	06/17/16	Resignation
Matheson, Carol	Library Media Specialist	Redmond Elem	09/01/98	06/17/16 (rev)	Resignation
Martinson, Jennfer	Counselor	Redmond HS	08/27/07	06/20/16 (rev)	Resignation
Meeks, Carol	Teacher	Rush Elem	08/27/01	06/15/16	Resignation
Nguyen, Paige	Teacher	Frost Elem	08/27/02	06/15/16	Resignation
Norton, Katherine	Teacher	Franklin Elem	01/03/12	06/15/16	Resignation
Ogden, Kelsey	Headstart Teacher	Dickinson Elem	01/06/12	06/15/16	Resignation
Pratt, Katy	Attendance/Becca Coord	Eastlake HS	09/01/12	06/15/16	Resignation
Quitmeier, Lindsey	Teacher	Juanita HS	08/29/11	06/15/16	Resignation
Ramani, Akila	Special Ed Para Ed	Dickinson Elem	10/22/08	06/15/16	Resignation
Rojas, Lorraine	Special Ed Para Ed	Dickinson Elem	03/27/15	06/15/16	Resignation
Shabaneh, Maha	Special Ed Para Ed	Alcott Elem	10/23/00	06/15/16	Resignation

Human Resources Board Report

June 20, 2016



RETIREMENTS/RESIGNATIONS/TERMINATIONS - Con't

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Start</u>	<u>Effective Date</u>	<u>Reason</u>
Shah, Syeda Kiran	Special Ed Para Ed	Wilder Elem	09/01/15	06/15/16	Resignation
Smith, Marcia	Special Ed Tech Coordinator	Special Services	09/12/89	11/01/16	Retirement
Sylvestal, Frankie	Teacher	Smith Elem	09/03/91	06/15/16	Retirement
Thomassen, Patricia	Teacher	Redmond HS	09/30/99	06/15/16	Retirement
Van Waardhuizen, Samantha	Teacher	International CS	08/26/13	06/15/16	Resignation

CHANGE OF CONTRACTUAL STATUS

<u>Name</u>	<u>Location</u>	<u>Change</u>	<u>Effective Date</u>
Berton, Betina	Evergreen MS	.4 C/.2 NC to .4 C/.4 NC	8/29/2016
Blair, Kelly	Blackwell Elem	.5 C to .5 C/.5 NC	8/29/2016
Collins, Robert	International CS	.3 P3 to .3 P3/.1 NC	8/29/2016
Compton, Daniel	Evergreen MS	.4 NC to .2 NC	8/29/2016
Hsi, Dana	International CS	.6 P3 to .6 P3/.2 NC	8/29/2016
Ryan, Nora	Special Services	.5 C to .8 C	8/29/2016

CHANGE OF POSITION

<u>Name</u>	<u>Old Position</u>	<u>New Position</u>	<u>Effective Date</u>	<u>Reason</u>	<u>New Salary</u>
Atvars, Kate	Teacher	Instructional Specialist	08/29/16	Budgeted	C-11
Dennis, Karen	Tech Support Specialist	Regional Technology Coord	01/14/16	Budgeted	\$27.35
McGee, Cynthia	Tech Support Specialist	Regional Technology Coord	01/14/16	Budgeted	\$27.35
Turner, Linda	Tech Support Specialist	Regional Technology Coord	01/14/16	Budgeted	\$27.35

INSTRUCTIONAL MATERIALS ADOPTION

June 20, 2016

SITUATION

RCW 28A.320.230 and the SPI Bulletin No. 191-67 establish that each school district shall maintain an Instructional Materials Committee to assist in recommending instructional materials to be used in the respective schools of the district and that the final approval of such material is the responsibility of the Board of Directors.

The following books have been recommended by the Instructional Materials Committee for district-wide adoption. The items recommended for adoption are:

Title: The White Album
Author: Joan Didion
Publisher: FSG
Copyright: 1979
No. of Copies: 30
Price: \$15.00
School Requesting: Lake Washington High School
Classification: Grade 11

Title: We The People; The Citizen & the Constitution
Author: Quigley et al
Publisher: Center for Civic Education
Copyright: 2016
No. of Copies: Materials will be provided by grant and training
Price: Free
School Requesting: Eastlake High School
Classification: Grades 9-12

Title: In the Time of Butterflies
Author: Julia Alvarez
Publisher: Plume
Copyright: 1994
No. of Copies: 175
Price: \$15.00
School Requesting: Eastlake High School
Classification: Grades 9-12

Title: The Silence of Murder
Author: Dandi Daley Mackall
Publisher: Knopf
Copyright: 2011
No. of Copies: 30
Price: \$9.00
School Requesting: Kamiakin Middle School
Classification: Grade 6

INSTRUCTIONAL MATERIALS ADOPTION

June 20, 2016

Page 2

Title: Things Not Seen
Author: Andrew Clements
Publisher: Puffin
Copyright: 2002
No. of Copies: 30
Price: \$6.00
School Requesting: Kamiakin Middle School
Classification: Grade 6

Title: Eleanor & Park
Author: Rainbow Rowell
Publisher: St. Martin's Griffin
Copyright: 2013
No. of Copies: 20-50
Price: \$18.99
School Requesting: Redmond High School
Classification: Grades 9-12 ELL

Title: The Big Burn
Author: Timothy Egan
Publisher: Mariner Books
Copyright: 2009
No. of Copies: Summer reading choice so students will purchase their own copies
Price: This book is available in the local library system
School Requesting: Tesla STEM High School
Classification: Grade 10

Title: Social Fate or Social Fortune: A Social Thinking Graphic Novel Map for Social Quest Seekers
Author: Pamela Cooke and Michelle Garcia Winner
Publisher: Social Thinking
Copyright: 2011
No. of Copies: 10
Price: 24
School Requesting: Evergreen Middle School
Classification: Grade 6

RECOMMENDATION

The district's Instructional Materials Committee has reviewed a series of instructional materials as to their instructional purpose, readability level, and treatment of minorities and women. The above instructional materials satisfy the selection criteria as cited in the local administrative policy IIAA-R and it is recommended that the instructional materials be adopted for use in the Lake Washington schools.

APPROVAL OF MONITORING REPORT
EL-5, PARENTS AND COMMUNITY

June 20, 2016

The Board's Governance Policies call for the monitoring of each policy based on the annual calendar in GP-6. All areas of EL-5, Parents and Community, are in compliance and it is now being presented for approval.

RECOMMENDATION

The Board of Directors approves the monitoring report for EL-5, Parents and Community, as presented.

Lake Washington School District Executive Limitation Monitoring Report

EL-5 Parents and Community
June 20, 2016

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

1. Use methods of managing information that protect confidential information of students and families.	In Compliance	◀ ▶
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Evidence

The District protects confidential information of students, parents, and staff through a variety of means. Each August, the district reviews many of these confidentiality requirements with principals as a reminder.

Student and parent information is protected through the application of law and policy:

- Federal law and the Family Educational Rights and Privacy Act of 1974 (FERPA). In accordance with this law, parents annually have the option to complete a form indicating whether they wish to have directory information excluded from release internally (including school specific publications including yearbooks and newsletters) and/or externally (including media, web sites open to public, district publications going the community and PTSA). High school students and their parents may also protect their directory information from military and higher education. The communications department works with schools to ensure FERPA compliance with regard to media, particularly television news.
- State laws, including Revised Codes of Washington (RCWs) 28A.305, 230 and Washington Administrative Codes (WACs) 180-52,-57 and 392-182. These laws provide for parental consent prior to release of records to outside agencies. Notable exceptions are for student discipline records, requests by other school districts in cases of serious danger or disruption, and required reports of child abuse and neglect as mandated by RCW 26.44.

District administrative policy:

- Student Records policy JO and procedure JO-R provide that the District maintain only those student records necessary for the educational welfare of students and for the orderly and efficient operation of schools and as required by law.
- Relations with Education Research Agencies LC-R requires research to follow district procedures for the protection for the rights and welfare of students. Procedures must be in accordance with the guidelines for the protection of human subjects.

The district consults with attorneys with regard to public records requests and other legal requests for records to ensure that such requests are handled appropriately.

Technology security and safety procedures are in place to protect student information. This information is covered in EL-14, Technology.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

- | | | |
|--|---------------|-----|
| 2. Provide a process for the fair and expedient handling of complaints from parents and community. | In Compliance | ◀ ▶ |
|--|---------------|-----|



Evidence

The district's process for the effective handling of parent and community complaints is designed to allow issues to be addressed closest to the source of origin:

- Complaints that may constitute misconduct by school employees are investigated. Procedures within the collective bargaining agreements are followed to ensure employee rights are protected and that appropriate consequences are issued if misconduct is found.
- Staff members work with parents and citizens with complaints to address their concerns in an informal manner as a first step. This includes:
 - o Communication in person, on the telephone, by e-mail, and/or meetings to address concerns, identify issues, and seek resolution.
 - o Assignment of appropriate central office staff to assist in advisement, protocol, routing, and follow-up on complaints when not resolved at the building/department level.
- The district has a protocol that allows complaints to be escalated to a higher level if patrons are not satisfied with the response.
- Public Complaints, policy KLD, provides an avenue for formal complaints. This policy defines the basis for a grievance as a decision based on a condition or circumstance that was allegedly caused by misinterpretation or inequitable application of existing school district policy, rules or regulations. It stipulates the process to be followed to reach a satisfactory solution. The policy was reviewed and revised in 2010.
- The district follows laws and government agency rules regarding discrimination, professional conduct, and harassment, intimidation and bullying as well as other complaints.
- No complaints have been heard by the Board under policy KLD in the last year.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

2. Provide a process for the fair and expedient handling of complaints from parents and community.

In
Compliance



Evidence {continued}

- The following survey data represents the perception of LWSD school effectiveness in handling complaints (scale of one to four) by all community members, including information from those who have a child in school and those who do not.

“LWSD schools effectively handle complaints.”	Always	Usually	Sometimes	Never	Mean
January 2005	20%	41%	35%	4%	2.8
Feb./March 2006	20%	46%	26%	9%	2.8
May 2007	13%*	50%*	33%	4%	2.7
Dec. 2007-Feb. 2008	19%	48%	28%	5%	2.8
Dec. 2008-Feb. 2009	16%	45%	36% ^{^,^^}	3% ^{^^}	2.7
Dec. 2009-Feb. 2010	24%	44%	30%	2% ^{^^}	2.9[^]
Dec. 2010-Feb. 2011	18%	43% [^]	34% ^{^^}	4% [^]	2.7
Dec. 2011-Feb. 2012	19%	41%	33% ^{^^}	7%	2.7
Dec. 2012-Feb. 2013	29% ^{^^}	45%	23%	4%	3.0^{^^}
Dec. 2013-Feb. 2014	23%	42%	32%	3%	2.8
Dec. 2014-Feb. 2015	23%	42%	30%	5%	2.8
Dec. 2015-Feb. 2016	23%	34% ^{^,^^}	40% ^{^,^^}	4%	2.8

* Significant difference vs. January 2005

[^] Significant difference vs. previous three-month period

^{^^} Significant difference vs. March 2006

- As indicated in the chart above, the recent response rate of 2.8 on the question “LWSD schools effectively handle complaints” is in line with past years.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

2. Provide a process for the fair and expedient handling of complaints from parents and community.

In
Compliance



Evidence {continued}

“LWSD schools effectively handle complaints.”		Always	Usually	Sometimes	Never	Mean
January 2005	Have a child in LWSD	21	41	35	2	2.8
	Don't have child in LWSD	19	40	35	5	2.7
Feb./March 2006	Have a child in LWSD	22	47	24*	7	2.8
	Don't have child in LWSD	18	44	28	10	2.7
May 2007	Have a child in LWSD	16	53	27	3	2.8
	Don't have child in LWSD	5 ^{*,**}	43	46 ^{**}	5	2.5^{*,**}
Dec. 2007-Feb. 2008	Have a child in LWSD	21	49	24*	6	2.8
	Don't have child in LWSD	15	46	35	4	2.7
Dec. 2008-Feb. 2009	Have a child in LWSD	14 [^]	47	36 ^{^^}	3	2.7
	Don't have child in LWSD	19	40	37	4	2.7
Dec. 2009-Feb. 2010	Have a child in LWSD	27 [^]	48	23*	2	3.0^{*, ^}
	Don't have child in LWSD	20	37	40	3	2.7^{**}
Dec. 2010-Feb. 2011	Have a child in LWSD	22	43	33	3	2.8
	Don't have child in LWSD	12	43	37	7	2.6^{**}
Dec. 2011-Feb. 2012	Have a child in LWSD	24	41	28	7*	2.8
	Don't have child in LWSD	10 ^{^, **}	42	41 ^{^^}	7	2.5^{**}
Dec. 2012-Feb. 2013	Have a child in LWSD	32 ^{*, ^^}	45	20*	3	3.1^{*, ^^}
	Don't have child in LWSD	24	44	26	6	2.9
Dec. 2013-Feb. 2014	Have a child in LWSD	29	38	31	3	2.9
	Don't have child in LWSD	13 ^{**}	49	34	3	2.7
Dec. 2014-Feb. 2015	Have a child in LWSD	28 [^]	46	23*	2 ^{^^}	3.0[*]
	Don't have child in LWSD	15 ^{**}	34	42 ^{^^, **}	9 ^{**}	2.6^{**}
Dec. 2015-Feb. 2016	Have a child in LWSD	29	33	36	2	2.9
	Don't have child in LWSD	15 ^{*****}	35 [^]	44 ^{^, ^^}	6	2.6^{*****}

* Significant difference vs. January 2005

** Significant difference vs. those who have a child in LWSD

***** Significant difference vs. those who have a child in LWSD

[^] Significant difference vs. previous three-month period

^{^^} Significant difference vs. March 2006

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

- There is a statistically significant difference between responses of those who have children in the district versus those without children in the district.

3. Establish policies and procedures to ensure organizational compliance with all federal and state laws, including those dealing with ethnic, gender, disability, religious and age discrimination.	In Compliance	◀ ▶
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Evidence

District Administrative Policies and Procedures that prohibit discrimination and harassment and align with federal and state laws include:

- Nondiscrimination (AC);
- Human Dignity (ACA);
- Harassment of Staff (ACB and procedure ACB-R) prohibit harassment in all forms, including bullying and intimidation of staff; and,
- Harassment, Intimidation and Bullying of Students (JFD and procedure JFD-R) prohibit harassment in all forms, including bullying and intimidation of students. JFD-E is the incident reporting form.

Nondiscrimination and Human Dignity policies (AC and ACA) were revised in September 2010. Harassment, Intimidation, and Bullying of Students policies (JFD, JFD-R and JFD-E) were adopted July 2011. Harassment of Staff (ACB and ACB-R) were revised in August 2011.

These policies are communicated and shared as follows:

- Annually with all staff at the beginning of school staff meetings;
- Specific training as part of new employee orientation;
- Student and staff handbooks containing this policy information and expectations are distributed and reviewed annually;
- Posters inform parents, citizens, and visitors of the district’s discrimination and harassment policies; and
- District publications as well as the district’s website inform readers of our policies and procedures regarding compliance with all federal and state laws.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

4. Provide a welcoming environment for parents and community.

In
Compliance



Evidence

The district and schools make a number of efforts to ensure a welcoming environment in our schools.

- Professional expectations are in place in all schools for staff to provide a welcoming environment for all parents and guests.
- Schools hold events to welcome parents, including orientations, curriculum nights, open houses, and other school events.
- Building use policies and procedures allow community organizations to use school buildings for functions. Community use welcomes many into our schools who would not otherwise come through the doors.
- Volunteer strategies such as the LINKS program encourage community members to volunteer in our schools. The schools themselves encourage parents to volunteer actively in many different roles.

“I feel welcome in LWSD schools.”	Always	Usually	Sometimes	Never	Mean
January 2005	63%	22%	12%	3%	3.5
Feb./March 2006	62%	24%	12%	2%	3.5
Dec. 2007-Feb. 2008	54%*	30%*	13%	2%	3.4
Dec. 2008-Feb. 2009	56%	26%	15%	3%	3.4
Dec. 2009-Feb. 2010	63%	24%	11%	2%	3.5
Dec. 2010-Feb. 2011	58%	31%*	8%	2%	3.5
Dec. 2011-Feb. 2012	57%	30%*	10%	3%	3.4
Dec. 2012-Feb. 2013	67%^	21%^	10%	3%	3.5
Dec. 2013-Feb. 2014	61%	24%	12%	3%	3.4
Dec. 2014-Feb. 2015	60%	27%	8%	5% ^	3.4
Dec. 2015-Feb. 2016	61%	22%	15%	2%	3.4

*= Significant difference vs. January 2005

^ Significant difference vs. preceding survey

- The recent survey of community members shows a continued positive response to the question “I feel welcome in LWSD schools”. This year’s survey showed no significant difference compared to previous surveys.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

4. Provide a welcoming environment for parents and community.

In
Compliance



Evidence {continued}

“I feel welcome in LWSD schools.”		Always	Usually	Sometimes	Never	Mean
January 2005	Have a child in LWSD	74	17	9	1	3.6 *****
	Don't have child in LWSD	52*****	27*****	16*****	5*****	3.3
Feb./March 2006	Have a child in LWSD	70	21	9	1	3.6
	Don't have child in LWSD	52*****	29	16*****	4	3.3
May 2007	Have a child in LWSD	66	23	11	1	3.5
	Don't have child in LWSD	29* *****	45*	21*****	5*****	3.0 *****
Dec. 2007-Feb. 2008	Have a child in LWSD	61*	28*	10	1	3.5 *
	Don't have child in LWSD	44*****	34	16	5	3.2 *****
Dec. 2008-Feb. 2009	Have a child in LWSD	68	20	10	2	3.5
	Don't have child in LWSD	37* ^, ^^ *****	34*****	24*****	4	3.0
Dec. 2009-Feb. 2010	Have a child in LWSD	72	21	8	0	3.6
	Don't have child in LWSD	48*****	30	17	5*****	3.2 *****
Dec. 2010-Feb. 2011	Have a child in LWSD	68	24	8	0	3.6
	Don't have child in LWSD	42*****	43*****,* ^	9	5*****	3.2 *****
Dec. 2011-Feb. 2012	Have a child in LWSD	65	25	9	1	3.5
	Don't have child in LWSD	46*****	37	11	6*****	3.2 *****
Dec. 2012-Feb. 2013	Have a child in LWSD	74	21	5	0	3.7
	Don't have child in LWSD	57*****	20^	17*****	6*****	3.3 *****
Dec. 2013-Feb. 2014	Have a child in LWSD	66	22	11	1	3.5
	Don't have child in LWSD	51*****	29	13	7*****	3.2 *****
Dec. 2014-Feb. 2015	Have a child in LWSD	64	28*	7	2	3.5
	Don't have child in LWSD	52	27	11	10^, ^^, *****	3.2 *****
Dec. 2015-Feb. 2016	Have a child in LWSD	66	20	14	0	3.5
	Don't have child in LWSD	55	25	15	4*****	3.3

- * Significant difference vs. January 2005
- ** Significant difference vs. those who have a child in LWSD
- ^ Significant difference vs. previous three-month period
- ^^ Significant difference vs. March 2006
- ***** = Significant difference vs. those who have a child in LWSD

- The overall positive response rate is even higher among parents, of whom 86% responded that always or usually feel welcome in LWSD schools, compared to 80% of those who don't have a child in the district.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

5. Maintain an open and responsive organizational culture that treats all constituents with respect, dignity, and courtesy.

In
Compliance



Evidence

The district relies on good communication and public engagement as well as coordinating with constituent groups to ensure an organizational culture that treats all constituents with respect, dignity and courtesy. For example, the superintendent and central office staff members meet regularly with the PTSA District Council, Lake Washington Schools Foundation, and other constituency groups.

The district has been tracking community perception around this item for a number of years.

“LWSD schools maintain an open and responsive culture.”	Always	Usually	Sometimes	Never	Mean
January 2005	39%	40%	18%	3%	3.1
Feb./March 2006	39%	38%	21%	2%	3.1
May 2007	27%	46%	23%	4%	3.0 *
Dec.-Feb. 2008	29% *	45%	22%	4%	3.0
Dec. 2008-Feb. 2009	27% *	45%	24%	4%	2.9
Dec. 2009-Feb. 2010	35%	42%	21%	2%	3.1
Dec. 2010-Feb. 2011	30%	44%	25%	2%	3.0
Dec. 2011-Feb. 2012	29% ^^	46% ^^	23%	2%	3.0
Dec. 2012-Feb. 2013	40%	41%	18%	2%	3.2
Dec. 2013-Feb. 2014	32%	42%	24%	2%	3.0
Dec. 2014-Feb. 2015	29% *^^	46% ^^	22%	3%	3.0*
Dec. 2015-Feb. 2016	33%	43%	22%	2%	3.1

* Significant difference vs. January 2005

^^ Significant difference vs. March 2006

- The survey show that overall approximately 75% of respondents believe LWSD schools always or usually maintain an open and responsive culture.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

5. Maintain an open and responsive organizational culture that treats all constituents with respect, dignity, and courtesy.

In
Compliance



Evidence {continued}

“LWSD schools maintain an open and responsive culture.”		Always	Usually	Sometimes	Never	Mean
January 2005	Have a child in LWSD	41	39	18	2	3.2
	Don't have child in LWSD	37	40	18	5*****	3.1
Feb./March 2006	Have a child in LWSD	45	37	15	3	3.2
	Don't have child in LWSD	31*****	38	30*****	1	3.0*****
May 2007	Have a child in LWSD	31*	45	21	3	3.0
	Don't have child in LWSD	18*,*****	49	26	7	2.8*****
Dec. 2007-Feb. 2008	Have a child in LWSD	33	45	18	4	3.1
	Don't have child in LWSD	24*	44	27	5	2.9*
Dec. 2008-Feb. 2009	Have a child in LWSD	29*,^^	52*,^^	16	3	3.1
	Don't have child in LWSD	23*	34*****	39*,*****	4	2.8*,^^,*****
Dec. 2009-Feb. 2010	Have a child in LWSD	38	45	17	1	3.2
	Don't have child in LWSD	31	37	27	4	3.0*****
Dec. 2010-Feb. 2011	Have a child in LWSD	33*, ^^	43	23*	1	3.1
	Don't have child in LWSD	23*	45	27	4	2.9
Dec. 2011-Feb. 2012	Have a child in LWSD	38	45	15	3	3.2
	Don't have child in LWSD	16*,*****	49	34*,*****	1	2.8*,*****
Dec. 2012-Feb. 2013	Have a child in LWSD	47	42	11	0	3.4*
	Don't have child in LWSD	29*****	40	27*****	4*****	3.0*****
Dec. 2013-Feb. 2014	Have a child in LWSD	38	41	20	1	3.2
	Don't have child in LWSD	23*,*****	43	30*	4	2.9*,*****
Dec. 2014-Feb. 2015	Have a child in LWSD	33^^	51*,^^	15	1	3.2
	Don't have child in LWSD	23*	39^	33*,*****	6^^,*****	2.8*,*****
Dec. 2015-Feb. 2016	Have a child in LWSD	43	40	16	1	3.2
	Don't have child in LWSD	22*,*****	47	28*,*****	3	2.9*,*****

* Significant difference vs. January 2005

** Significant difference vs. those who have a child in LWSD

^ Significant difference vs. previous three-month period

^^ Significant difference vs. March 2006

***** = Significant difference vs. those who have a child in LWSD

- Those who do have a child in school are more likely to rate district schools as “always” or “usually” maintaining an open and responsive culture, with recent response rates of parents at 83% compared to non-parents at 69%.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

5. Maintain an open and responsive organizational culture that treats all constituents with respect, dignity, and courtesy.

In
Compliance



Evidence {continued}

“The schools maintain an open and responsive organizational culture”	Always	Usually	Sometimes	Never	Mean
Staff survey 2007	47%	44%	8%	1%	3.4
Staff survey 2008	47%	42%	10%	1%	3.4
Staff survey 2009	48%	40%	10%	1%	3.4
Staff survey 2010	45%	46%	8%	1%	3.3
Staff survey 2011	49%	43%	8%	0%	3.4
Staff survey 2012	51%	40%	7%	1%	3.4
Staff survey 2013	52%	40%	7%	1%	3.4
Staff survey 2014	48%	43%	9%	0%	3.5
Staff survey 2015	44%	43%	12%	1%	3.3
Staff survey 2016	56%	34%	8%	1%	3.5

- This year’s staff survey showed the highest percentage in the past ten years of respondents indicating “always” when responding to the question “The schools maintain an open and responsive organizational culture”. This year’s mean 3.5 response rate was also among the highest overall mean scores over the same period.

6. Establish and maintain systems for public participation, communication, and involvement.

In
Compliance



Evidence

While the district has long had in place a public communication program, the district has increased efforts to maintain consistent systems for public participation and involvement. Using the International Association for Public Participation’s Spectrum of Public Participation as its guide, district projects use a systematic approach to ensuring appropriate public participation, communication, and involvement.

- The nearly year-long Long-Term Facilities Planning Task Force was a systematic, extensive use of public participation in determining the district’s approach to facilities planning. This effort included a 63-person community task force, as well as periodic surveys and community meetings. It represents the district’s most extensive public participation program to date.
- A community-based Bond Advisory Committee also provided advice to the district to develop a financing plan to implement the Long-Term Facility Task Force recommendations.
- Evidence of the extensive community involvement in developing the district’s facilities planning approach is the significantly higher community support for the bond measure, which passed with more than 66% approval.
- Community meetings to seek feedback on concept design plans for the first three new schools to be constructed as part of the recently passed bond measure are occurring in June.
- A new Let’s Talk system was used to track and respond to questions about the bond measure. A total of 75 questions or comments were fielded via this system.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

- A Community Connections web page provides easy access to all district standing committees and special task forces that involve community members.
- The College and Career Readiness Task Force formed to study, analyze, and make recommendations regarding impacts of the new state 24-credit requirements, school schedule and start time implications has incorporated community members and staff voice through inclusion of community members on the Task Force as well as through listening sessions with students, staff, and parents.
- Textbook Adoption Committees have been expanded to include community representatives.

“LWSD schools gather feedback on important issues.”	Strongly agree	Agree	Neutral	Disagree or Strongly disagree	Mean
January 2005	17%	29%	31%	23%	3.3
Feb./March 2006	15%	32%	33%	20%	3.4
May 2007	13%	36%	33%	19%	3.4
Dec.-Feb. 2008	14%	34%	31%	21%	3.3
Dec. 2008-Feb. 2009	18%	27%	32%	22%	3.3
Dec. 2009-Feb. 2010	21%	32%	35% [^]	12% ^{*,^^}	3.6^{*,^^}
Dec. 2010-Feb. 2011	23% ^{^^}	31%	31%	15% [*]	3.6^{*,^^}
Dec. 2011-Feb. 2012	23% ^{*,^^}	32%	29%	16%	3.5^{*,^^}
Dec. 2012-Feb. 2013	29% ^{*,^^}	32%	30%	10%	3.7^{*,^^}
Dec. 2013-Feb. 2014	27% ^{*,^^}	42% ^{*,^^,^}	20% ^{*,^^,^}	11% ^{*,^^}	3.8^{*,^^}
Dec. 2014-Feb. 2015	25% ^{*,^^}	39% [*]	21% ^{*,^^}	15% [*]	3.7^{*,^^}
Dec. 2015-Feb. 2016	26% ^{*,^^}	34%	29%	12% ^{*,^^}	3.7^{*,^^}

* Significant difference vs. January 2005

^ Significant difference vs. preceding survey

^^ Significant difference vs. March 2006

- There has been significant improvement on responses to the question “Lake Washington schools gather feedback on important issues” over responses from eight to ten years prior. Over the past four years 60% or more of respondents agree or strongly agreed with this statement. The mean ranking has been consistently higher over the last few years, between 3.7 and 3.8 on a scale of one to four since 2012/13.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

6. Establish and maintain systems for public participation, communication, and involvement.

In
Compliance



Evidence {continued}

““LWSD schools gather feedback on important issues.”		Strongly agree	Agree	Neutral	Disagree or Strongly disagree	Mean
January 2005	Have a child in LWSD	18	34	31	17	3.5
	Don't have child in LWSD	15	25****	31	29****	3.2****
Feb./March 2006	Have a child in LWSD	19	39	26	17	3.5
	Don't have child in LWSD	10****	24****	41****	24	3.1****
May 2007	Have a child in LWSD	15	39	30	16	3.5
	Don't have child in LWSD	9	29	38	24	3.1****
Dec. 2007-Feb. 2008	Have a child in LWSD	17	39	26	18	3.5
	Don't have child in LWSD	10	25****	38	27	3.1****
Dec. 2008-Feb. 2009	Have a child in LWSD	17	31	32	19	3.4
	Don't have child in LWSD	19^	20	33^	29	3.2
Dec. 2009-Feb. 2010	Have a child in LWSD	22	38	31^	9*	3.7*
	Don't have child in LWSD	20^^	23****	41	16*	3.4
Dec. 2010-Feb. 2011	Have a child in LWSD	24	36	27	13	3.7
	Don't have child in LWSD	21^^	24	37	17*	3.4
Dec. 2011-Feb. 2012	Have a child in LWSD	29*, ^^	38	24	9*	3.8*, ^^
	Don't have child in LWSD	15****	24****	36	25****	3.2****
Dec. 2012-Feb. 2013	Have a child in LWSD	33*, ^^	34^	25	8*, ^^	3.9*, ^^
	Don't have child in LWSD	22^^	27	36	14*	3.5*, ^^, ****
Dec. 2013-Feb. 2014	Have a child in LWSD	30*, ^^	49*	14*, ^^, ^^	7*, ^^	4.0*, ^^
	Don't have child in LWSD	23^^	31****	29****	17*, ****	3.5*, ^^, ****
Dec. 2014-Feb. 2015	Have a child in LWSD	30*, ^^	45*	16*, ^^	9*	3.9*, ^^
	Don't have child in LWSD	18****	30****	29****	23****	3.3****
Dec. 2015-Feb. 2016	Have a child in LWSD	36*, ^^	38	19*	8*, ^^	4.0*, ^^
	Don't have child in LWSD	15****	29	39****	16*	3.4****

* Significant difference vs. January 2005

** Significant difference vs. those who have a child in LWSD

^ Significant difference vs. previous three-month period

^^ Significant difference vs. March 2006

**** = Significant difference vs. those who have a child in LWSD

- Parents continue to be more likely to agree with this item than those who do not have a child in the district. During this winter, parents were more likely to strongly agree than ever.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

7. Provide to parents and to the community access to appropriate information about school and district programs and academic progress.

In
Compliance



Evidence

The district has migrated to primarily electronic communications over the last few years. The district's website and specific portals have become tremendous resources for a large amount of information on the district, schools, programs, academic progress, and much more. Additional efforts to reach out to parents and the community via electronic newsletters and social media complement the website and help drive traffic to specific timely information.

– District Website Usage Overview

Data Points - month of May	2016	2015	2014	2013	2012
May visits	571,192	437,136	567,591	611,677	494,371
Peak daily visits	31,188	29,355	28,863	30,522	70,449
Server uptime (discounting planned outages)	99.93%	99.87%	100%	99.96%	100%
Visits to <i>Employment Page</i>	11,602	10,278	12,951	13,681	9,783
Visits to <i>District Calendar</i>	8,187	7,094	9,711	9,166	11,748

Comparison to Nearby School Districts' Websites

Based on data from Alexa.com, a web analytics site, sorted by traffic rank. Stats for the last three months

District	Traffic rank <i>Ranking compared to all websites globally</i>	Page views <i>Average page views per visitor, over the past three months</i>	Time on site <i>Average minutes visitors stay on website, over past three months</i>	Incoming links <i>Number of sites linking to this one</i>
Seattle SD - SeattleSchools.org	41,176	4.8	6:06	1217
LWSD LWSD.org	76,152	4.65	3:07	529
Northshore SD NSD.org	89,085	6.3	6:57	385
Bellevue SD BSD405.org	98,022	5.4	5:34	488

- The LWSD website's traffic rank compared to all websites in the world has improved, from 103,907 to 76,152.
- Peak daily visits declined in 2014 with the implementation of Haiku, but they have increased again over the last two years.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

7. Provide to parents and to the community access to appropriate information about school and district programs and academic progress.

In
Compliance



Evidence {continued}

Parents and community have access to all school and district activities on electronic calendars on each school and district websites. Families can combine events at multiple schools into a single online calendar.

“I have online access to information about school and district programs”	5	4	3	2/1	Mean
12/09 – 2/10	55% ^{* ^^}	28%	10% ^{^^}	6%	4.3 ^{* ^^}
12/10 – 2/11	57% ^{* ^^}	29%	6% ^{* ^^}	8% [^]	4.3 ^{* ^^}
12/11 – 2/12	53% ^{^^}	30%	11% ^{^^}	7%	4.3 ^{* ^^}
12/12 – 2/13	64% ^{* ^^ ^^}	21% ^{* ^^ ^^}	11% ^{^^}	4% [*]	4.4 ^{* ^^}
12/13 - 2/14	54% ^{* ^^}	33%	9% ^{* ^^}	4%	4.3 ^{* ^^}
12/14 - 2/15	50% ^{^^}	33%	11% ^{^^}	6%	4.2 ^{^^}
12/15-2/16	58% ^{*, ^^}	27%	11% ^{^^}	4% [*]	4.4 ^{*, ^^}

On a scale of 1 to 5 where 1 means “Strongly disagree” and 5 means “Strongly agree

* Significant difference vs. January 2005

^ Significant difference vs. preceding survey

^^ Significant difference vs. March 2006

- After two years of lower responses to the question “I have online access to information about school and district programs” responses increased back to response rates seen in 2012-13. This result may be influenced by the social media efforts (shown below).

Parent Access, Student, and Staff Portals

- Parent Access allows parents/guardians to securely access key information regarding their family and their children’s academic progress.
- Using this system, parents can check their children’s attendance, grades, teacher contact information, lunch balances, graduation requirements, and other pertinent specific information.
- Since September 2007, parents of secondary student have been able to view their children’s grades in their teachers’ grade book. This access provides timely and accurate information of the students’ performance. Students may also see their grades in their teachers’ grade book.
- Since October 2010, parents of elementary students have been able to view their children’s grades and assignments. Students may also see their grades in Skyward Standards-based Gradebook.
- Parents may also use Parent Access to check lunch obligations, pay outstanding balances by secure credit card transaction, access information about math curriculum and proficiency scales, and make application to volunteer in our schools.
- Parents of students at comprehensive secondary schools as well as ICS and Tesla STEM are able to pay for their students’ fines and fees online using a secure credit card transaction via Parent Access.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

7. Provide to parents and to the community access to appropriate information about school and district programs and academic progress.

In
Compliance



Evidence {continued}

2015-16 Portal(s) Usage:

Portal	User Account Total	Average Unique Visitors Per Day in May 2016	Total Unique Visits in May 2016	Most Visited Page
Staff Portal	*5,413	3,806	102,596	1 Curriculum & Assessment Framework – 1 st grade
Parent Access	**37,244	946	42,609	1. Family Access
Student Portal	*29,380	4,228	109,928	1. Student Access

* Generally equals headcount

** Parents must sign up for an account; not every parent has one

Learning Management System (Haiku)

- In the spring of 2015, 17% of those answering the parent strategic work survey reported visiting Haiku between one and three times a week. In addition, 17% visited weekly and 26% visited monthly.

Other Information and Communication Media

- The district uses Constant Contact to assist with managing its newsletter subscriptions, enabling individuals to subscribe or unsubscribe automatically.
- Connections, the parent e-newsletter, has continued on a bi-weekly basis to provide general district information to parents on a regular basis. This newsletter provides links to new and timely information on the district website. Subscribers include community members.
- Connections subscriber numbers continue to rise and are now at 46,243. The open rate for this newsletter continues to be higher than the education industry average.
- Social media has increasingly reached parents who use those tools. There are currently 5,284 likes on the district’s Facebook page, an increase of 64% from last year. The district used targeted digital advertising to reach community members who do not have students in our schools as part of the effort to provide information on the bond measure.
- The district’s Twitter account has 1,914 followers. That number reflects a 54% increase over the previous year.

EL-5 Parents and Community

Executive Limitation: With respect to treatment of parents and community, the CEO shall ensure conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

Accordingly, the CEO shall:

7. Provide to parents and to the community access to appropriate information about school and district programs and academic progress.

In
Compliance



Evidence {continued}

- The addition of a social media specialist in January is reflected in the district’s social media efforts in first semester versus most of second semester:

	Semester 1 (Sept. 1 – Jan. 22)	Semester 2 (Jan. 23 – May 31)
Facebook	88 posts; 262,563 total reach	224 posts; 700,623 total reach
Twitter	72 tweets; 69,321 impressions	273 tweets; 201,566 impressions

I certify the above to be correct as of June 20, 2016.

Traci Pierce, Superintendent

APPROVAL OF MONITORING REPORT
EL-6, STUDENT LEARNING ENVIRONMENT

June 20, 2016

The Board's Governance Policies call for the monitoring of each policy based on the annual calendar in GP-6. All areas of EL-6, Student Learning Environment, are in compliance and it is now being presented for approval.

RECOMMENDATION

The Board of Directors approves the monitoring report for EL-6, Student Learning Environment, as presented.

Lake Washington School District Executive Limitation Monitoring Report

EL-6 Student Learning Environment June 20, 2016

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies.

The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

- | | | |
|---|------------------|-----|
| 1. Consider a reasonable balance between the instructional needs and the extracurricular obligations of students. | In
Compliance | ◀ ▶ |
|---|------------------|-----|



Evidence

The extracurricular obligations of students; such as participation in extracurricular sports, music, work, church, family, and community activities are an important aspect of student and family life. School events are scheduled to avoid conflict with these religious holidays and Sundays, with some exceptions as pre-approved. School's daily schedules are established to allow for a balance between students' academic needs and their out-of-school interests and obligations. Athletic events and practices are scheduled after school as much as possible. Students are infrequently released early for: league play; travel time for Seattle games; spring sports such as baseball, tennis, track and golf; KingCo Championships; district and state competitions. The number of times depends on success in each tournament. Absences, due to athletic conflicts are considered excused, however, student athletes must make up any missed assignments or homework.

“Encourage students to maintain a reasonable balance between instructional and extracurricular activities.”	5	4	3	2 & 1	mean
January 2005	20%	42%	30%	8%	3.7
Feb./March 2006	21%	45%	20%	13%	3.7
May 2007	13%	46%	30%	11%	3.6
Dec. 2007-Feb. 2008	18%	50%	21%	11%	3.7
Dec. 2008-Feb. 2009	17%	44%	32% ^{^^}	7%	3.7
Dec. 2009-Feb. 2010	22%	48%	23%	7%	3.8
Dec. 2010-Feb. 2011	26% [^]	37% [^]	26%	11%	3.7
Dec. 2011-Feb. 2012	22%	43%	25%	10%	3.7
Dec. 2012-Feb. 2013	27%	42%	22%	9%	3.9
Dec. 2013-Feb. 2014	31% ^{*,^^}	41%	20%	8%	3.9^{*^^}
Dec. 2014-Feb. 2015	24%	45%	24%	7%	3.8
Dec. 2015-Feb. 2016	28%	44%	17%	11%	3.9

* Significant difference vs. January 2005

[^] Significant difference vs. previous three-month period

^{^^} Significant difference vs. March 2006

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

1. Consider a reasonable balance between the instructional needs and the extracurricular obligations of students.	In Compliance	◀ ▶
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Evidence {continued}

The survey is scaled 1 to 5 with 1 indicating “Not at all successful” and 5 indicating “Very successful.” The question asks parents, “In your opinion, how successful has the Lake Washington School District been in its efforts to encourage students to maintain a reasonable balance between instructional and extracurricular activities?”

- 72% of parents surveyed during December 2015-February 2016 gave a rating of 4 or 5.
- The mean rating for parents was 3.9, which was up from 3.8 during the same time period a year prior.

2. Consider instructional continuity.	In Compliance	◀ ▶
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Evidence

Instructional continuity is important for students to gain the necessary skills and concepts required of them. The current negotiated calendar provides instructional continuity through consistent weekly Wednesday early release days of one and one half hours where teachers meet to discuss student work and plan to improve student learning. In addition the collective bargaining agreement specifies limits regarding use of teacher annual leave days.

- Schools have thirty-five (35) weeks during the school year in which students are in school each day (except legal holidays). Annually, Directors of School Support review high school schedules to ensure that school activities, graduation schedules, and testing do not substantively impact instructional continuity.

3. Assure the instructional time provided for students during the academic day is not interrupted by unnecessary intrusions or the scheduling of activities that can be scheduled during other times.	In Compliance	◀ ▶
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Evidence

A variety of strategies are used to ensure the instructional time provided for students is not interrupted by unnecessary interruptions. A school master calendar is developed inclusive of grading periods, final schedules, field trips, and assemblies. At the secondary level, schools often have different bell schedules for different types of assemblies. The following strategies and efforts are utilized to limit unnecessary intrusions or scheduling of activities during the school day:

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

3. Assure the instructional time provided for students during the academic day is not interrupted by unnecessary intrusions or the scheduling of activities that can be scheduled during other times.	In Compliance	◀ ▶
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Evidence {continued}

- Non-instructional or co-curricular activities are scheduled outside of the school day, with few exceptions.
- School daily schedules are reviewed each year to ensure compliance with minimum Basic Education requirements.
- Directors of School Support work with high school administrators to ensure that end-of-year activities, including finals schedules and senior celebrations do not unduly intrude on instructional time. High school end-of-year schedules are submitted and reviewed by Directors of School Support and the Associate Superintendent of Student and School Support Services.
- The Director of School Support in charge of graduation schedules graduation ceremonies in alignment with Basic Education requirements as directed by law.
 - Associate Superintendent of Student and School Support Services and Directors of School Support worked with high school principals to ensure a consistent testing schedule for Smarter Balanced Assessment.

4. Assure that any behaviors, actions, or attitudes by adults who have contact with students do not hinder the academic performance of students.	In Compliance	◀ ▶
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Evidence

Adults who have contact with students are held to a set of defined policies designed to ensure appropriate behaviors, actions, and attitudes. The following administrative policies, procedures, and practices are in place to assure that the behaviors, actions, or attitudes of adults, whether employees, volunteers, or visitors, do not hinder student academic performance. They include: Conduct on School Property, Volunteer Screening Procedures, Code of Professional Conduct, Employee Evaluation Procedures, Employee Investigative Procedures, and Human Dignity.

Conduct on School Property:

- Interruption of student learning or academic performance of students is prohibited by Administrative Policy KGB, Public Conduct on School Property.
 - o This policy specifies that no individual may enter school property or conduct themselves in a manner which interferes with the orderly operation of the school or which interferes with the educational process.
- Violations result in formal warnings and in some cases, referral to police agencies for no-contact orders.
- Visitors to schools are required to report to school offices for a visitor pass and classroom visitors require pre-approval by the teacher.

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

- | | | |
|--|---------------|-----|
| 4. Assure that any behaviors, actions, or attitudes by adults who have contact with students do not hinder the academic performance of students. | In Compliance | ◀ ▶ |
|--|---------------|-----|



Evidence {continued}

Volunteer Screening Procedures:

- The law requires the district to perform background checks on all volunteer applicants through Washington State Patrol. Once approved, volunteer names are added to the approved volunteers list. Volunteers and visitors are required to sign-in at buildings and wear name badges.

Code of Professional Conduct:

- Teachers, educational staff, and administrators must adhere to the Professional Code of Conduct, as codified in law. The Office of Professional Practices, a division under the auspices of the Superintendent of Public Instruction, is charged with enforcement, including discipline of educational practitioners for violation of the Professional Code of Conduct. The office receives, investigates, and makes legal findings regarding complaints. A nine-member professional advisory committee reviews appeals from proposed disciplinary actions. Educators who violate the code may be reprimanded or their license to practice may be suspended or revoked. Any educational practitioner who commits an act of unprofessional conduct proscribed within this chapter may be held accountable for such conduct pursuant to the provisions of chapter 181-86 WAC. The district is obligated to report alleged violations of the Professional Code of Conduct to OSPI to investigate.

Employee Evaluation Procedures:

- Every employee group has an established process and criteria for annual evaluation, as codified by law and/or labor contract and/or district policy. Supervisors are required to provide feedback to assigned employees and provide written evaluations by established deadlines.

Employee Investigative Procedures:

- Allegations of inappropriate behaviors or actions that warrant investigation by the Human Resources department are investigated in a timely manner following established investigatory protocols. Administrators and supervisors receive training each year on procedures for reporting and investigating allegations of misconduct.

Human Dignity

- Appropriate consequences for students who violate this policy will be specified in the student code of conduct of each building. Staff members who violate this policy will be subject to discipline as appropriate, pursuant to collective bargaining agreements and state and federal laws.

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

<p>5. Adopt an administrative policy on conduct and discipline which:</p> <ul style="list-style-type: none"> a. prohibits the use of drugs, alcohol or tobacco products by students or adults on school property and at school-sponsored events; b. prohibits the presence of firearms or other dangerous weapons on school property and at school-sponsored events; c. prohibits any form of violence on school property and at school-sponsored events; d. provides for the discipline of special education students consistent with their Individual Education Plan; e. establishes procedures for student interrogations, searches and arrests; f. establishes procedures to afford students, parents and school personnel due process with regard to student conduct and discipline issues; g. establishes procedures for written appeal to the Board from a decision to suspend or expel a student; h. provides for administration of appropriate discipline of students deemed to be habitually disruptive; i. establishes the district's student attendance policy; j. prohibits unruly behaviors to disrupt learning; k. prohibits bullying or other types of intimidation; and l. prohibits the administration of corporal punishment. 	<p>In Compliance</p>	<p>◀ ▶</p>
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Evidence

Administrative policies on student conduct and discipline that specifically address a- f above have been developed, adopted, and disseminated to staff, students, and parents. Student discipline policies are reviewed annually and are in compliance with state and federal guidelines and statutes. JFC-R (Student Conduct) is in alignment with Student Rights and Responsibilities and student handbooks at all levels. JFD, JFD-R, and JFD-E conform to the state model policy for Harassment, Intimidation, and Bullying.

- | | |
|---|---|
| <ul style="list-style-type: none"> a) See District Policy – JFC, JFC-R b) See District Policy – JFC, JFC-R, JFCJ c) See District Policy – JFC, JFC-R d) See District Policy – IGB, IGB-R e) See District Policy – JFG, JFG-R JFGA, JFGA-R f) See District Policy – JG, JG-R | <ul style="list-style-type: none"> g) See District Policy – JG, JG-R h) See District Policy – JFC, JFC-R i) See District Policy – JEA, JEE, JED, JED-R, JEDA j) See District Policy – JFC, JFC-R k) See District Policy – JFD, JFD-R, JFD-E l) See WAC 392-400-235 Discipline |
|---|---|

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

5. Adopt an administrative policy on conduct and discipline which: <i>{for complete listing, see page 6}</i>	In Compliance	◀ ▶
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Evidence *{continued}*

Discipline policies, which prohibit student behavior that disrupts learning, have been developed, adopted, and disseminated to staff, students, and parents. In accordance with state statute, students may be removed from a class, after attempts have been made to remediate the behavior, for the class period and up to two days (or until an administrative conference) if they are disruptive. When this occurs, appropriate disciplinary action is administered and parents are notified.

Administrative policies and procedures, which prohibit bullying and other types of intimidation and harassment, have been developed, adopted, and disseminated to staff, students, and parents and are posted in each school and worksite. These policies and procedures, JFD, JFD-R, and JFD-E (Incident Reporting Form), are in accordance with state statute RCW 28A.300.285 (Washington State’s anti-bullying law) and were adopted in July 2011. Training on these policies is provided annually to administrators, certificated and classified staff, students, coaches, and bus drivers.

6. Appropriately involve teachers, administrators, students, and the community in developing administrative student discipline policy.	In Compliance	◀ ▶
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Evidence

Each year, school administrators convene a committee composed of staff, parents, and students (at the secondary level) to review and refine school discipline policies and procedures and to assist in the development of student discipline codes of conduct and student handbooks. The District Discipline Committee meets annually to review administrative student discipline policy and procedures. The District Discipline Committee has representation from all building levels and from all four learning communities.

7. Arrange to distribute and review annually a student handbook which outlines the conduct and discipline policy to each enrolled student and to each new student in the district.	In Compliance	◀ ▶
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Evidence

Each school distributes and reviews the student handbook with all students. Students new to the district receive orientation and a review of school conduct and discipline policies from school counselors, homeroom teachers or administrators. Students and parents sign that they have reviewed the student handbook, and some classroom teachers administer student handbook and discipline policy assessments to their students. The Student Rights and Responsibilities section of the student handbook is reviewed, updated, and revised annually.

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

8. Distribute to each student copies of any significant changes in the handbook	In Compliance	◀ ▶
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Evidence

Should significant changes to student handbooks occur during the school year after student handbooks are distributed, students are provided the new information in a timely manner.

- No significant changes were adopted during the 2015-16 school year that necessitated such notification.

9. Ensure that a copy of the district policies, and any significant changes, are posted or available for inspection in each school building and on the website.	In Compliance	◀ ▶
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Evidence

Updated district policies are available in each school building, on the district website, and on the staff portal. Schools are notified of all policy changes by email and through updates to the Administrator Resources and the Student Discipline Portal site. A poster for *Harassment, Intimidation, & Bullying Policies and Procedures* was developed. Multiple copies were distributed to all buildings and worksites for posting, and additional copies are provided annually as needed.

10. Ensure that the policies are enforced consistently and with reasonable judgment.	In Compliance	◀ ▶
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Evidence

Policies related to student discipline are reviewed on an annual basis and updated as appropriate to reflect changes in state law. All administrators and staff receive annual training in August regarding student behavior and discipline policies and procedures. These policies and procedures are published in the common district pages of all school handbooks. Guidelines and protocols for the enforcement of these policies are posted on the Student Discipline Portal site, and administrators communicate with Directors of School support to ensure that policies are reasonably and consistently enforced. The district has one hearing officer who conducts hearings when parents/guardians appeal disciplinary actions. The entire appeal process is clearly communicated and conducted according to Washington Administrative Code. The district also has one Compliance Officer for Harassment, Intimidation, and Bullying (HIB) who ensures implementation of the policy and procedure by overseeing the investigative processes, ensuring that investigations are prompt, impartial, and thorough.

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

10. Ensure that the policies are enforced consistently and with reasonable judgment.

In
Compliance



Evidence

All administrators have received student investigation training designed to ensure common, equitable practice. Continuing efforts are made to ensure consistent discipline communication from administration to parents/guardians that accurately reflects appropriate Washington Administrative Codes (WAC's) and procedures. Additionally, discipline codes in Skyward are reviewed and updated annually, and all schools are held accountable to enter discipline violations in the system.

“Student discipline is handled in a fair manner.”	Always	Usually	Sometimes	Never	Mean
Fall 2009	22%	59%	16%	3%	3.0
Fall 2010	29%	54%	15%	2%	3.1
Fall 2011	28%	61%	10%	1%	3.2
Fall 2012	25%	61%	13%	1%	3.1
Fall 2013	30%	51%	18%	1%	3.1
Fall 2014	28%	51%	19%	2%	3.1
Fall 2015	35%	48%	17%	0%	3.2

- Community survey data from fall 2015 show that 83% of parents feel that student discipline is always/usually handled in a fair manner. This is an increase from 79% in the fall of 2014 and 81% in fall 2013.

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

10. Ensure that the policies are enforced consistently and with reasonable judgment.

In
Compliance

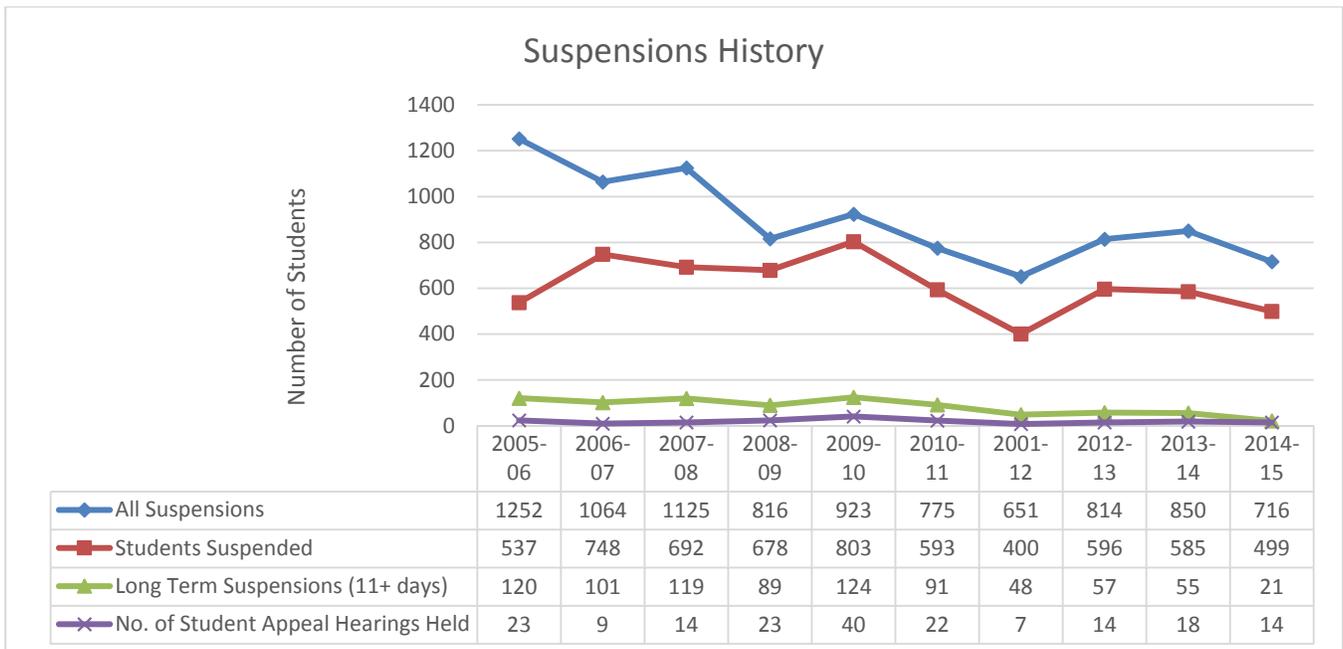


Evidence

All Suspensions means the total number of suspensions (i.e. one student suspended three different times equals three suspensions). *Students Suspended* means individual students (not repeated) who were suspended (i.e. one student suspended more than once equals one individual student).

Suspensions are for exceptional/serious misconduct and discipline (e.g. arson, drugs/alcohol, firearms, harassment, threats, etc.) and for other forms of misconduct and discipline (e.g. disruptive behavior, physical aggression, theft, vandalism, willful disobedience, etc.). Specific data by school and by level for these violations are recorded and reviewed.

The chart below displays longitudinal student suspension data by number of students for short-term and long-term suspensions:



EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

10. Ensure that the policies are enforced consistently and with reasonable judgment.

In
Compliance



Evidence

- The average total number of students for 2013-2014 was 25,938. Suspensions for this year accounted for 2.2% of the total student population.
- The average total number of students for 2014-2015 was 26,716. Suspensions for this year accounted for 1.9% of the total student population.
- In 2014-15, the number of all suspensions decreased by 15%. The number of students suspended also decreased by 15%.
- The number of discipline appeals decreased from 18 in the 2013-14 school year to 14 in the 2014-15 school year. Appeals are logged according to the date of the initial discipline violation. All 14 appeals were either upheld or modified; none were overturned.
- Three appeals were submitted to the Board during the 2014-15 school year.

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

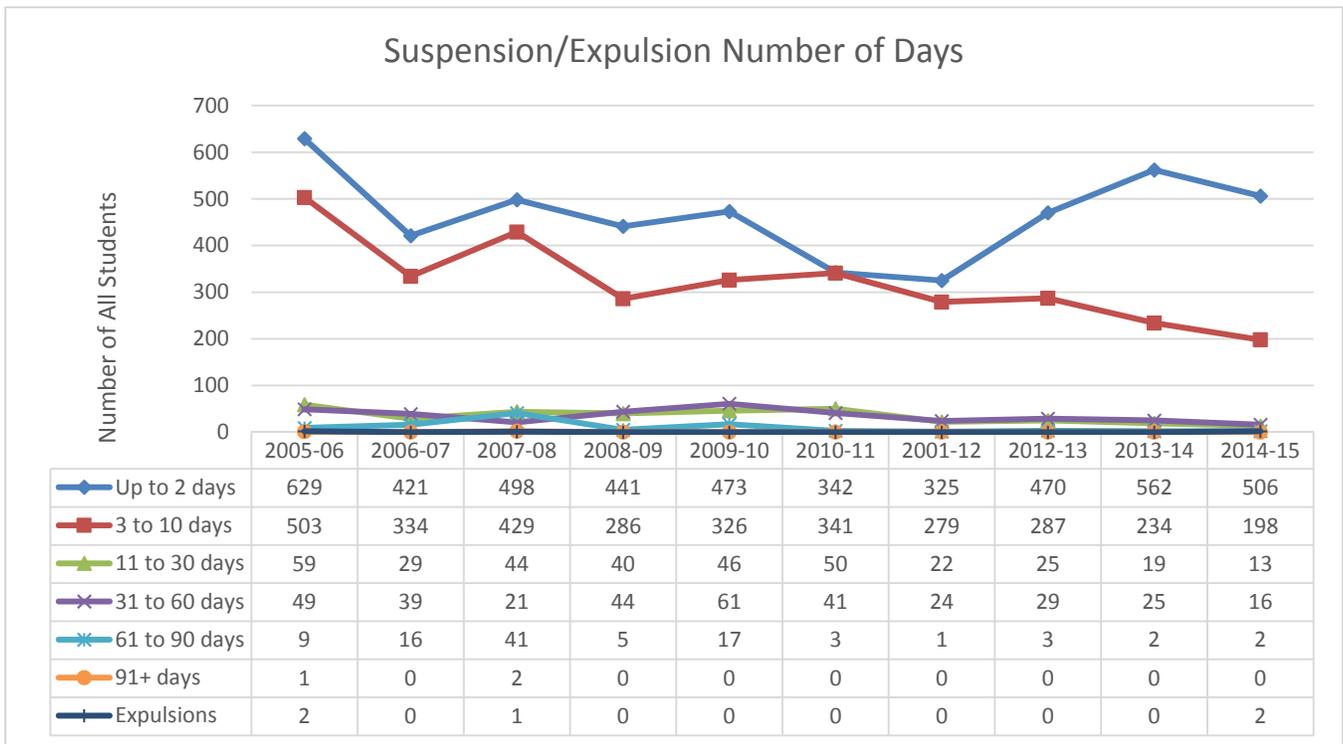
10. Ensure that the policies are enforced consistently and with reasonable judgment.

In
Compliance



Evidence

Longitudinal student suspension data by number of days for short-term and long-term suspensions are shown below:



- In 2014-15, there was a decrease in all ranges with the exception of expulsion.

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

10. Ensure that the policies are enforced consistently and with reasonable judgment.

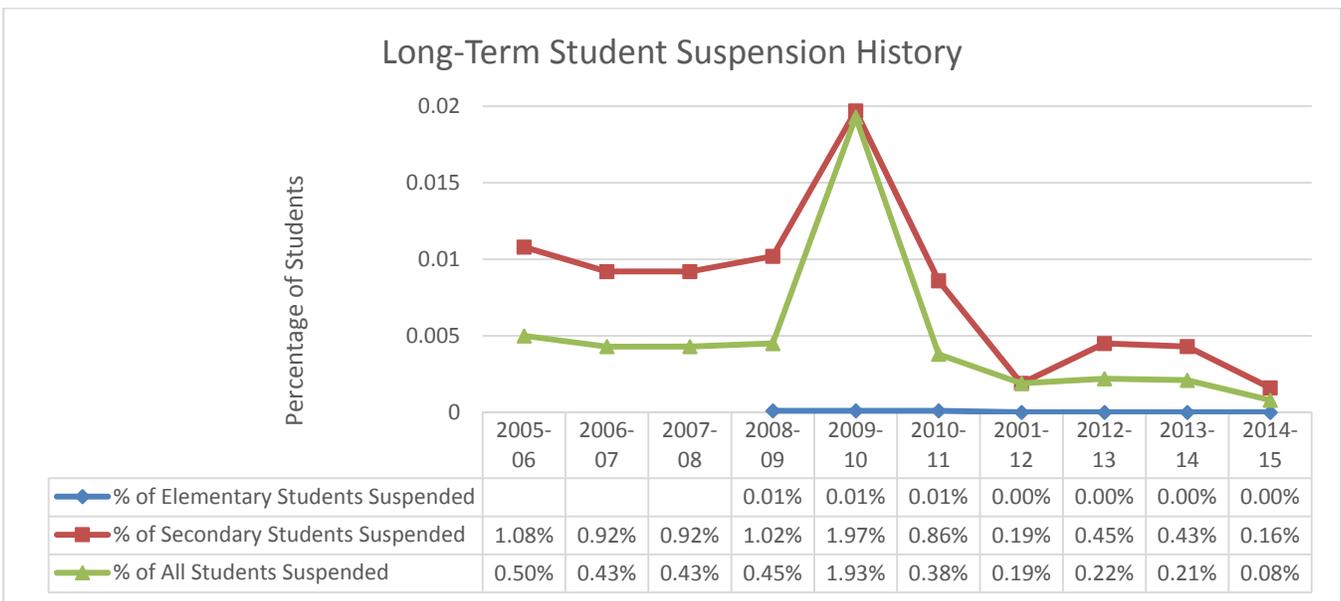
In
Compliance



Evidence

Student discipline is being tracked both at the school and District level in order to identify trends and develop and implement support as applicable.

The chart below displays longitudinal long-term student suspension data by level:



EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

10. Ensure that the policies are enforced consistently and with reasonable judgment.

In
Compliance



Evidence

The State requires all incidents of exceptional misconduct to be reported for elementary, middle, and high schools. The tables below displays the number of exceptional misconduct incidents by level and year:

Elementary State Behavior and Weapons Reports

Elementary School Behavior Report	2014-15	2013-14	* 2012-13	2011-12	2010-11
Bullying	8	12	8	24	46
Tobacco	0	0	1	0	0
Alcohol	0	0	0	0	0
Illicit Drugs	0	0	0	0	0
Fighting without Major Injury	8	22	15	18	14
Violence without Major Injury	11	22	17	39	18
Violence with Major Injury	0	0	0	4	6
Elementary School Weapons Report	2014-15	2013-14	* 2012-13	2011-12	2010-11
Handgun	0	0	0	0	0
Rifle or Shotgun	0	0	0	0	0
Multiple Firearms	0	0	0	0	0
Other Firearms	0	5	0	0	0
Knife or Dagger	8	7	3	3	22
“Other” Weapons	4	0	5	6	2

* 2012-2013 marks the first year of K-5 elementary school configuration

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

10. Ensure that the policies are enforced consistently and with reasonable judgment.

In
Compliance



Evidence

Middle School State Behavior and Weapons Reports

Middle School Behavior Report	2014-15	2013-14	* 2012-13	2011-12	2010-11
Bullying	15	28	30	59	37
Tobacco	5	2	0	1	6
Alcohol	0	2	4	7	3
Illicit Drugs	7	3	10	21	15
Fighting without Major Injury	7	16	15	38	19
Violence without Major Injury	9	4	29	37	15
Violence with Major Injury	0	0	2	0	0
Middle School Weapons Report	2014-15	2013-14	* 2012-13	2011-12	2010-11
Handgun	0	0	0	0	0
Rifle or Shotgun	0	0	0	0	0
Multiple Firearms	0	0	0	0	0
Other Firearms	4	0	0	0	0
Knife or Dagger	3	5	3	2	3
“Other” Weapons	0	0	3	0	16

* 2012-2013 marks the first year of 6-8 middle school configuration

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.

Accordingly, the CEO shall:

10. Ensure that the policies are enforced consistently and with reasonable judgment.

In
Compliance



Evidence

High School State Behavior and Weapons Reports

High School Behavior Report	2014-15	2013-14	* 2012-13	2011-12	2010-11
Bullying	1	6	14	17	11
Tobacco	0	4	1	3	3
Alcohol	4	36	21	15	4
Illicit Drugs	29	51	53	29	33
Fighting without Major Injury	7	27	31	14	21
Violence without Major Injury	2	7	19	8	3
Violence with Major Injury	4	0	1	0	0
High School Weapons Report	2014-15	2013-14	* 2012-13	2011-12	2010-11
Handgun	0	0	0	0	0
Rifle or Shotgun	0	0	0	0	0
Multiple Firearms	0	0	0	0	0
Other Firearms	0	0	2	0	0
Knife or Dagger	4	3	4	0	2
“Other” Weapons	0	0	2	0	12

* 2012-2013 marks the first year of 9-12 high school configuration

Attendance

Attendance is important for academic success, and unexcused absences may be an early warning sign of unaddressed problems at school and/or an early indicator of a student’s risk of not graduating. When youth fail to attend school, they are considered truant.

Washington law requires children from age 8 to 17 to attend a public school, private school, or to receive home-based instruction (homeschooling) as provided in subsection (4) of RCW 28A.225.010. Children who are 6- or 7-years-old are not required to be enrolled in school. However, if parents enroll their 6- or 7-year-old, the student must attend full-time. Washington State’s truancy law, known as the Becca Bill, requires the school/district and the juvenile court to take specific actions when youth are truant.

EL-6 Student Learning Environment

Executive Limitation: With respect to treatment of students, the CEO shall ensure all conditions, procedures, actions, and decisions are in place which are safe, lawful, ethical, respectful, and in compliance with Board policies. The CEO shall also establish and adopt administrative policy on student discipline which maintains a learning environment that is safe, conducive to effective learning, and free from unnecessary disruption.
Accordingly, the CEO shall:

11. Identify students at risk of suspension or expulsion and provide opportunities to help them avoid suspension or expulsion.	In Compliance	◀ ▶
Evidence {continued}		

Opportunities for students to avoid suspension:

- With the exception of serious misconduct, schools employ methods to modify student behavior for incidents other than serious misconduct. These methods include alternatives to short-term and long-term suspension such as: detention, behavior contracts, community service, loss of privileges, in-school suspension and other restrictions.
- Schools have adopted a number of programs to support positive school climate and reduce bullying and intimidation, including:
 - ❖ *Steps to Respect* and *Kelso's Choices* are effective programs at all elementary schools. *Second Step* is being piloted at several elementary schools.
 - ❖ *Peace Builders* and mentoring programs such as Lunch Buddies are effective at many elementary schools. Several elementary schools have implemented a *Rachel's Challenge* program.
 - ❖ Personalization at the secondary level is provided through home rooms and other programs to ensure that students are connected to an adult at school.
 - ❖ Programs to teach students the definitions of harassment, intimidation, and bullying and to encourage prompt reporting to school staff and appropriate disciplinary action taken where warranted have been developed and implemented.
 - ❖ Cyber-safety presentations have been provided at the middle and high school levels for the past two years.
- A variety of anti-bullying programs and activities occur at all schools. These efforts were increased for 2015-2016, and include Safe School Ambassadors and a variety of other activities and events such as Unity Day during National Bullying Prevention month.

11. Identify students at risk of suspension or expulsion and provide opportunities to help them avoid suspension or expulsion.	In Compliance	◀ ▶
Evidence {continued}		

Student suspension data is reviewed at the district level on a monthly basis to help identify students at risk and in an effort to review the proactive programs currently in place. Programs are expanded and modified as needed.

I certify the above to be correct as of June 20, 2016.

Traci Pierce, Superintendent

APPROVAL OF MONITORING REPORT
EL-8, INSTRUCTIONAL MATERIALS SELECTION

June 20, 2016

The Board's Governance Policies call for the monitoring of each policy based on the annual calendar in GP-6. All areas of EL-8, Instructional Materials Selection, are in compliance and it is now being presented for approval.

RECOMMENDATION

The Board of Directors approves the monitoring report for EL-8, Instructional Materials Selection, as presented.

Lake Washington School District Executive Limitation Monitoring Report

EL-8, Instructional Materials Selections June 9, 2016

Executive Limitation: The CEO shall select textbooks and instructional materials that advance the achievement of the Board’s *End Results* policies.

Accordingly, the CEO shall:

1. Ensure appropriate input from the following groups as textbooks and instructional materials, including content-based software, are reviewed and selected: students, parents, teachers, administrators and other staff members involved in the instructional program.	In Compliance	
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Evidence

Curriculum Adoption Committees

Administrative Policy IIAA, Textbook Selection and Adoption, governs the procedures utilized to adopt materials. This policy calls for the screening and selection of instructional materials through a cooperative process shared by teachers, administrators and community persons. In order to ensure appropriate input from these groups, we seek diverse representation in our selection of adoption committee members.

At the beginning of materials adoption cycles, teachers and administrators are recruited to serve on adoption committees. Announcements describing the work and responsibilities are made via our District Digest to administrators and are sent directly to teachers. Teachers expressing interest are asked to complete an application. The application asks teachers to respond to three prompts. These include:

- 1) What skills or experiences would you bring to the work?
- 2) Why are you interested in serving on an adoption committee?
- 3) Biographical information (grade level/subject area taught, school, years of experience)

Parents and community members are also recruited to serve on adoption committees. This process of recruiting parent and community members starts with an announcement on our district website. Press releases and social media are also used to direct people to our site. In addition, we ask principals to let parents know of the opportunity to serve on an adoption committee and how to apply. Parents and community members interested in participating in one of these adoption committees are asked to complete a brief online application on our district website or to contact the Director of Curriculum, by email.

A brief application asks parent and community members to respond to two prompts. These include:

- 1) Please provide a brief statement describing your interest in serving on an adoption committee, as well as any relevant skills, experiences, or perspectives that you would bring to the committee.
- 2) Please provide contact information. (Also used to determine Learning Community).

For the 2015-16 school year, we were able to accept all applicants to our adoption committees.

EL-8 Instructional Materials Selection

Executive Limitation: The CEO shall select textbooks and instructional materials that advance the achievement of the Board’s **End Results** policies.

Accordingly, the CEO shall:

1. Ensure appropriate input from the following groups as textbooks and instructional materials, including content-based software, are reviewed and selected: students, parents, teachers, administrators and other staff members involved in the instructional program.

In
Compliance

Evidence

Curriculum Adoption Pilot Process

In the second year of our two-year adoption process, instructional materials are piloted in classrooms. During this process, materials are used by teachers to deliver lessons in their classrooms. At the conclusion of the pilot period, teachers and students complete surveys asking them to rate the materials in areas such as readability, organization, accessibility and how well the materials support learning. In addition, we ask about the overall quality and usefulness of the materials. Data and comments collected from surveys are used to inform a final recommendation for adoption.

Instructional Materials Committee

A key component in policy IIAA is the establishment of the Instructional Materials Committee (IMC). This committee reviews all materials to determine if proposed adoptions are meeting the guidelines established in policy. The IMC has representation from parents, students, administration, librarians, and teachers. The committee carefully reviews all proposed materials and then makes a recommendation to the Board of Directors based on the alignment of the materials with district goals and criteria.

IMC committee members are selected to ensure appropriate input representing various groups. The make-up of the committee is shown in the tables below:

IMC Committee Representation	Committee members
Elementary Teachers	4
Middle School Teachers	2
High School Teachers	2
Special Education and Safety Net Teacher	2
Librarians	3
Building Administrators	3
Students	4
Community Members - Board Appointed	5
District Administrators	2
Curriculum & Assessment Specialist	1
Technology Operations Specialist	1

IMC Community members –
{Board-appointed}

Director District # Board Member	Community Member	Term
Director District #1 (Eric Laliberte)	Amy Lofquist	Through June 2016
Director District #2 (Christopher Carlson)	Mary Beth Binns	Through June 2017
Director District #3 (Nancy Bernard)	Jodi Gaertner	Through June 2016
Director District #4 (Mark Stuart)	Janet Lennon-Jones	Through June 2017
Director District #5 (Siri Bliesner)	Deanna Carter	Through June 2017

EL-8 Instructional Materials Selection

Executive Limitation: The CEO shall select textbooks and instructional materials that advance the achievement of the Board's **End Results** policies.

Accordingly, the CEO shall:

- | | | |
|---|------------------|--|
| 1. Ensure appropriate input from the following groups as textbooks and instructional materials, including content-based software, are reviewed and selected: students, parents, teachers, administrators and other staff members involved in the instructional program. | In
Compliance | |
|---|------------------|--|

Evidence

Highlights for 2015-16 include:

6-8 Math and Science Adoptions

- The 6-8 Math Adoption Committee, and the 6-8 Science Adoption Committee met throughout the year to review instructional materials. These committees were composed of teachers, administrators, parents, and community members. Committee members used data and information from a variety of sources to inform their final recommendation. The process included:
 - **A thorough review of instructional materials** from a variety of publishers using review rubrics. This review, conducted by the adoption committee, was used to narrow the selection of materials to two to three finalists per subject.
 - **A pilot of materials**, involving teachers from each middle school, where finalist materials were tested in classrooms.
 - **Teacher, student and parent surveys** to gather feedback about the materials.
 - **An evaluation of digital resources** from each of the finalists by staff members in our Technology Operations Department.

Recommendations from the adoption committees were forwarded to the Instructional Materials Committee (IMC) for review in the spring. Following the IMC review, materials were made available for public preview and comment in the two weeks before the Board meetings.

9-12 Math Adoption

- A committee composed of math teachers, administrators, parents, and community members met this year to learn about Washington State Mathematics Standards and best instructional practice for high school math. They used this learning to develop effective practice checklists (rubrics) that will be used to review math materials next year. A recommendation for 9-12 math materials is scheduled for the spring of 2017.

K-5 Visual Arts Review

- The K-5 Visual Arts Committee is composed of elementary teachers, school and district administrators, parents, and community members. Three of the parents on the committee have served as art docents in our elementary schools. This year, committee members reviewed instructional materials and made recommendations about elementary visual arts in the context of our overall curriculum and assessment framework. Teachers will field test materials in fall of 2016, a recommendation will be made to to the Instructional Materials Committee in February and to the Board in March 2017.

EL-8 Instructional Materials Selection

Executive Limitation: The CEO shall select textbooks and instructional materials that advance the achievement of the Board's **End Results** policies.

Accordingly, the CEO shall:

- | | | |
|--|------------------|--|
| 2. Assure the selection of instructional materials that contribute toward continuity, integration, and articulation of the curriculum by course and program. | In
Compliance | |
|--|------------------|--|

Evidence

Curriculum Adoption Process and Committees

Part of our curriculum adoption committee work is to assure the selection of instructional materials contributes toward continuity, integration and articulation of the program. During the first year of our two year curriculum adoption process, committees review standards and develop effective practice and standards rubrics that allow them to review materials for continuity, integration and articulation by course and program. During the second year of the process, committee members use these rubrics to conduct a thorough analysis of materials. Committees consist of teachers, parents, and administrators representing multiple grade levels and/or content areas depending on the adoption.

Highlights from 2015-16

6-8 Math and Science Adoptions

- During the review process for instructional materials this year, the 6-8 Math and Science Adoption Committees analyzed how well the instructional materials under consideration match the continuity of learning standards in and between grade levels. The standards for math and science have thorough articulation and alignment.

9-12 Math Adoption

- The 9-12 Math Adoption Committee learned about effective practices and standards, and used this learning to create rubrics that will be used next year to assess materials for integration and articulation by course and program. The rubrics were developed to evaluate materials that align specifically with our high school math pathway.

EL-8 Instructional Materials Selection

Executive Limitation: The CEO shall select textbooks and instructional materials that advance the achievement of the Board’s *End Results* policies.

Accordingly, the CEO shall:

3. Consider the needs of all learners when recommending textbooks and selecting instructional materials.
--

In Compliance

Evidence

Curriculum Adoption Process and Committees

In creating adoption committees, we strive to ensure that members represent our diverse student body, and will advocate for the needs of all learners when reviewing and recommending textbooks and selecting instructional materials. Committees are structured to include teachers and administrators representing general education, Special Education, Safety Net, ELL, and Quest. In addition rubrics used to review and evaluate curriculum materials include criteria that specify how well the materials meet the needs of all learners.

Instructional Materials Committee

In addition to adoption committee work, Instructional Materials Committee members use a reviewer form to evaluate instructional materials under consideration. A number of the items on this form focus on how materials will meet the needs of all learners. Examples include evaluation criteria such as: “promotes student understanding of the ethnic, cultural, and occupational diversity of American life,” and “presents the concerns and builds upon contributions, current and historical, of both sexes and members of various religious, ethnic and cultural groups.”

Highlights from 2015-16

6-8 Math and Science Adoptions

- Adopted materials included resources to meet the needs of a range of learners. These included leveled text, differentiation strategies and materials, text to speech, tutorials, digital resources, and extensions.

9-12 Math Adoption

- Effective practice rubrics include criteria to evaluate materials such as the inclusion of modes of instruction for various levels, support for differentiation (including reading levels), and equity.

EL-8 Instructional Materials Selection

Executive Limitation: The CEO shall select textbooks and instructional materials that advance the achievement of the Board’s **End Results** policies.

Accordingly, the CEO shall:

4. Provide a procedure for the scheduled evaluation of materials and textbooks, and a procedure for reviewing such materials upon formal request by a parent or other constituent.

In
Compliance

Evidence

Curriculum Adoption Cycle

We use a Curriculum Adoption Cycle for the scheduled evaluation of instructional materials and textbooks. For each curriculum area under evaluation, we follow similar procedures, including:

- a) Research effective practice
- b) Develop rubrics
- c) Recommend instructional materials for adoption
- d) Implement instructional materials
- e) Provide for professional development

Appendix A includes the most current Curriculum Adoption Cycle.

Instructional Materials Committee (IMC)

The IMC meets once a month from October to June. The IMC policy details procedures for a Reconsideration Process. This process provides any patron with an avenue to request a formal review of materials that are currently being used in the district and have been approved by the IMC.

In 2013, the Director of Curriculum and Assessment updated Administrative Policy File: IIAA-R, Textbook Selection and Adoption. This procedure outlines steps for adoption of curriculum materials, including our Instructional Materials Committee adoption process and process for reconsideration of curriculum materials. The updated policy was in place for the 2014-15 school year.

Highlights for 2015-16

- In 2015-16, IMC reviewed 47 sets of instructional materials (49 sets of materials were reviewed in 2014-2015). This year, two items were not recommended for approval. Those items not recommended for approval included content that did not meet the criteria on the IMC reviewer form - including content that was too graphic for the proposed grade level.
- In 2015-2016, the IMC did not receive any challenges to approved materials; as a result, no reconsideration hearings were held.
- In 2015-2016, no patrons attended IMC meetings to express concerns regarding materials being used in the field.

I certify the above to be correct as of June 20, 2016.

Traci Pierce, Superintendent

Appendix A: Lake Washington School District Curriculum Adoption & Assessment Cycle

Curriculum	Last Adoption Implemented	<ul style="list-style-type: none"> • Research Best Practice • Power Standards • Proficiency Scales • T & L Framework Revisions 	<ul style="list-style-type: none"> • Adopt Instructional Materials • Develop Leveled Assessments and Scoring Guides 	<ul style="list-style-type: none"> • Implement instructional materials • Instructional strategies • Professional development • Implement Leveled assessments 	Next Cycle Starts
Social Studies K-5	2009	2007-08	2008-09	2009-10	2020
French, Japanese	2009	2008-09	2008-09	2009-10	2020
Mathematics K-5	2010	2008-09	2009-10	2010-11	2021
Health/Fitness K-5	2012	2010-11	2011-12	2012-13	2022
Health/Fitness 6-12	2012	2010-11	2011-12	2012-13	2022
Visual Arts 6-12	2012	2010-11	2011-12	2012-13	2022
Music K-5	2012	2010-11	2011-12	2012-13	2022
Music 6-12	2012	2010-11	2011-12	2012-13	2022
Spanish	2012	2010-11	2011-12	2012-13	2022
LA/Reading & Writing K-6	2001	2011-12	2012-13	2013-14	2023
Performing Arts 6-12		2012-13	2013-14	2014-15	2024
Visual Arts K-5	2003	2014-16	2016-17	2017-18	2025

This cycle is subject to change due to unexpected financial, political, or capacity issues.
 Revised June 9, 2016

Appendix A: Lake Washington School District Curriculum Adoption & Assessment Cycle

Curriculum	Last Adoption Implemented	<ul style="list-style-type: none"> • Research Best Practice • Power Standards • Proficiency Scales • T & L Framework Revisions 	<ul style="list-style-type: none"> • Adopt Instructional Materials • Develop Assessments and Scoring Guides 	<ul style="list-style-type: none"> • Implement instructional materials • Instructional strategies • Professional development • Implement District assessments 	Next Cycle Starts
Science 9-12	2004	2013-14	2014-15	2015-16	2025
Science 6-8	2003	2014-15	2015-16	2016-17	2026
Mathematics 6-8	2005	2014-15	2015-16	2016-17	2026
Mathematics 9-12	2005	2015-16	2016-17	2017-18	2027
Sexual Health and HIV/AIDS 4-12	2008	2016-17	2016-17	2017-18	2022
Science K-5	2004	2017-18	2018-19	2019-20	2029
LA/Reading & Writing 9-12	2006	2018-19	2019-20	2020-21	2030
LA/Reading & Writing 6-8	2007	2019-20	2020-21	2021-22	2031
Social Studies 9-12	2008	2020-21	2021-22	2022-23	2032
Social Studies 6-8	2009	2021-22	2022-23	2023-24	2033

This cycle is subject to change due to unexpected financial, political, or capacity issues.
Revised June 9, 2016

SERVICE EMPLOYEES INTERNATIONAL UNION
COLLECTIVE BARGAINING AGREEMENT, 2016-2019

June 20, 2016

SITUATION

The current Service Employees International Union ("SEIU") Collective Bargaining Agreement ran from August 2012 through August 2016 and bargaining for a successor agreement has been occurring since April. We recently reached a tentative agreement on a successor Collective Bargaining Agreement with this group.

The SEIU represents Instructional Assistants, Technical Support Specialists, Headstart Assistant Teachers, Headstart/Readystart Teachers and Family Support Specialists.

The settlement is within the parameter discussed with the board earlier this year. The following issues were addressed in this bargain:

- **Duration:** August 16, 2016 – August 15, 2019 (three-year agreement)
- **Wages:**
 - 2016-17:** Increase the beginning step ('A') of the IA schedule to \$16.00 per hour (including State Cost of Living Adjustments {COLA}); all other steps will be increased by 3.2% plus the State COLA. These increases provides for the District's classifications that were lower than positions in comparable districts in order to enhance our ability to attract and retain hard to fill positions and:
 - 2017-2018:** Employees on Step A of the IA salary schedule will receive the State COLA. All other steps will be increased by 2% plus the State COLA and:
 - 2018-19:** Employees on Step A of the IA salary schedule will receive the State COLA. All other steps will be increased by 2% plus the State COLA.

Other Items:

- **Leaves:** Provides consistent leave provision with other groups.
- **Provision of Data:** Clarified and updated the monthly and yearly data provided to the SEIU regarding their Bargaining Unit members.
- **Assignment of Staff:** Clarified the notice provided should assignments be changed or altered during the course of the work year.
- **Professional Learning:** Established a four (4) hour training for IAs in schools focused on enhancing and developing of job skills. A committee consisting of IAs as well as District administrators will gather training topics.

Attached is a copy of all language/provisions for which the parties have reached a tentatively agreement.

The tentative agreements identified above were accepted and ratified with over a 90% majority vote by the members of the SEIU on Thursday, June 2, 2016.

RECOMMENDATION

The Board of Directors approves the Service Employees International Union (SEIU) 2016 - 2019 Collective Bargaining Agreement.

Agreement by and between

Lake Washington School
District #414

Lake Washington
Service Employees
International Union
(SEIU)

~~2012~~2016-2019~~6~~

Effective August 16, 201~~6~~2 through August 15, 201~~9~~6

Lake Washington School District

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RECITALS

Pursuant to the Public Employees' Collective Bargaining Act of 1967, RCW 41.56, this constitutes an Agreement between the Lake Washington School District No. 414 (Employer or District), and Service Employees International Union, Local #925 (Union).

ARTICLE 1

Recognition

Section 1.1 The Employer recognizes the Union as the exclusive collective bargaining representative of persons employed as regular full-time and regular part-time Instructional Assistants, Clerical Assistants, Extended Day Instructional Assistants, ~~Safety Assistants~~, Head Start and Ready Start Lead Teachers, Head Start Assistant Teachers, Family Support Specialists, Technical Support Specialists.

ARTICLE 2

Management Rights

Section 2.1 All management rights, powers, authority and functions, shall remain vested exclusively in the District except as limited by the express provisions of this Agreement. The Union recognizes that such rights, powers, authority and functions include, but are not limited to, the Employer's full and exclusive control, management and operation of its activities, business to be transacted, functions to be performed, and methods pertaining thereto; the location of its offices, schools and places of business; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the District and the places where it is to be performed; the determination of the number, size and location of its offices, schools and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including, but not limited to, hiring, selecting and training of new employees and disciplining, suspending or discharging for cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its employees.

Section 2.2 The District and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the District and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the District except as surrendered or limited by the express provisions of this Agreement.

ARTICLE 3

Discipline/Discharge

Section 3.1 Employees shall be disciplined and discharged for just cause. The issue of just cause may be determined through the arbitration provision of this Agreement.

ARTICLE 4

Employee Rights

Section 4.1 Neither the District, nor the Union, shall discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, disability, age, gender, marital status, creed, religion, honorably discharged veteran, military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability, or because of their membership or non-membership in the Union.

Section 4.2 The Union agrees and supports the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to insure that this Agreement will not be in conflict with, or inconsistent with, the Employer's Affirmative Action Program. If issues arise that are inconsistent between the Agreement and the Program, such issues shall be resolved consistent with RCW 49.60 and WAC 162.16.

Section 4.3 Personnel files shall be maintained for each employee. Employees, upon appointment, shall have the right to inspect all contents of their complete personnel file. Employees may attach their written comments to any adverse materials in their files.

Section 4.4 Any adverse statement placed in the employee's personnel file shall be kept for a maximum of two (2) years. An employee may make a written request of the supervisor to remove the statement after one (1) year. However, in accordance with the Washington Administrative Code (WAC), any discipline administered for sexual misconduct, verbal or physical abuse as defined in WAC 181-88 may not be expunged. The supervisor's refusal to do so shall not be subject to the grievance procedure.

Section 4.5 Employees shall not be required to use their personal vehicle as a condition of employment without their consent unless such use is a bona fide condition of employment and identified as a job requirements.

Section 4.6 The Employer shall not terminate or reduce the hours of any instructional assistant positions for the purpose of assigning those hours to volunteers, student workers, or interns.

Section 4.7 It is agreed that the employees, subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join, or not to join, the Union at their discretion; subject to the provisions of Article 5 Section 5.1 Union Membership.

Section 4.8 Mileage The school district will reimburse employees for the use of their private automobile while on approved district business, at the IRS rate in effect at the time of such use.

Section 4.9 Wearing Apparel and Equipment The Employer shall provide a flashlight, batteries, whistles, safety vest, raincoat and umbrella for each crossing guard, playground supervisor, and instructional assistants who are assigned out of doors. Such equipment shall remain the property of the Employer and shall be used by the employees only during their working hours. Replacement of the above equipment is the sole responsibility of the District.

Section 4.10 Safety Each building where employees are working will conform to federal, state and local health and safety rules and regulations. School district policies GBE and GBE-R will be followed at each location.

Section 4.11 A secure place that locks in close proximity to the employee's workstation shall be provided for the storage of personal items. The supervisor will work with the employee to resolve any concerns.

ARTICLE 5

Union Rights

Section 5.1 Union Membership

Section 5.1.1 Each employee within the bargaining unit will be required, as a condition of employment, either to join the Union and execute an authorization for continuous deduction or direct payment of regular monthly dues uniformly required of members or shall pay equivalent amounts to the Union as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire. Employees with a bona fide religious objection to the foregoing, which is based on bona fide religious tenets or teachings of a church or religious body of which said employee is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreeable non-religious charity as provided in RCW 41.56. In the event an employee does not give written authorization for the deduction of dues, agency fees, or equivalent amounts to be paid to a non-religious charity as noted above from his/her salary, the District shall discharge the employee. This membership obligation may be satisfied by fulfilling the requirements of any membership reciprocity agreement that exists between the Union and any other labor organization. Employees who are employed an average of less than one hour per day shall be exempt from this obligation.

Section 5.1.2 No employee will be discharged by the District for failure to satisfy the membership obligation as delineated in Section 5.1.1 nor for non-payment of the regular monthly dues unless the Union has first notified the employee by letter that the employee is delinquent in satisfying the membership obligation or payments, specified the current amount, if any, of such delinquency, warned him/her that unless the membership obligation has been satisfied, and such dues, if any, are tendered within ten (10) calendar days from the date the dues are due, or that the employee has made arrangements with the Union to do such, he/she will be reported to the Human Resources Department for discharge. The Union will furnish the Human Resources Department a copy of the letter sent to the employee and notice that the employee has not complied with the request to satisfy the membership obligation and/or payment. Such notices shall be sent to the employee and the District at the same time. The Union will also advise the District on or after the tenth (10) day as to whether the employee has complied with the request for satisfaction of the membership obligation and/or payment. The District shall inform the employee immediately upon written notice from the Union that the employee has not complied with Section 5.1.1 as required and that unless the employee complies within ten (10) calendar days, he/she will be discharged. Should the employee fail to comply, the District shall discharge the employee. The District shall not be held liable or responsible for any discharges resulting from the administration of this Article, nor shall any such discharges be subject to the grievance procedure of this Agreement.

Section 5.1.3 The Union will notify all present employees and all future employees subject to this Agreement of the terms and conditions of this Article.

Section 5.2 Dues Deduction

Section 5.2.1 Upon receipt of a written employee dues deduction authorization as provided by the union and assignment from an employee, the Employer will make the appropriate payroll deduction as certified by the Union, including any additional amounts the employee voluntarily authorizes for deduction for political purposes (COPE), and transmit the monthly dues to the Union.

~~Section 5.2.2~~ Dues deduction authorization by the employee shall be on a form attached hereto as Appendix A.

Section 5.2.23 The Union and its members shall indemnify, defend and hold the Employer harmless against any claims, demands, and suits instituted against the Employer resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this Article. The Union agrees to refund to the District any money paid to it in error due to application of this Article upon presentation of proper evidence thereof.

Section 5.3 District Mail System The Union shall have the right to use the Employer's inter-school mail system for a reasonable volume of appropriate announcements relating to the conduct of Union business on behalf of the Union members. Such materials shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organization among its employees. This includes the use of District email so long as such email is compliant with District policy and procedures.

~~Section 5.4 Pertinent Data~~ ~~The District agrees to make available to the Union upon written request an employee list reporting name, seniority date, assignment location and hours, placement on the salary schedule, insurance plan(s), premium costs to employee, address and phone number.~~

Section 5.4 Monthly Dues List Remittance Each month the Employer shall provide the union a PDF list with the following information for all bargaining unit employees that will accompany the dues and COPE payment to the union. This list shall include all employees who have had union dues and COPE deductions for the month in which the report is prepared. This list shall include the following information:

- First and last name
- Dues deduction amount per pay period
- COPE deduction amount per pay period
- Check location
- Social Security Number

Section 5.4.1 Monthly New Hires, Terminations The employer shall also send the union a monthly electronic list, in Excel format, the following information:

- First and last name of new hires
- Home address
- Primary phone number
- Job classification/title
- Work location/work site
- Date of hire
- Hourly rate of pay
- First and last names of employees who have separated or terminated
- Date of separation or termination

Section 5.4.2 Full Bargaining Unit List Each year, upon request, the Employer shall provide the union a full bargaining unit list which shall include all current workers in the bargaining unit. The Employer will provide the list electronically in Excel format. The list shall include:

- First and last name of each bargaining member
- Home address
- Primary phone number
- Work email address
- Work phone number
- Job classification/title
- Work location/work site
- Date of hire

- Rate of pay
- Hourly rate of pay

The union may request this information at additional times in the year by putting such request in writing and providing the District reasonable time to comply.

Section 5.5 Building Access The authorized representatives of the Union shall upon request have access to the District's premises at any reasonable time for the purpose of adjusting grievances, investigating working conditions, or ascertaining that provisions of this Agreement are being adhered to; provided the representatives notify the supervisor of their presence and that they do not interfere with employees in the performance of their duties.

The Union shall furnish the District with the names of its authorized representatives.

~~Section 5.6 Bulletin Boards The District will make available reasonable space in each building for the purpose of posting Union notices of meetings, elections, and reports of Union committees, recreational and social affairs. Notices and announcements shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organization among its employees.~~

The Union may post appropriate notices of interest to bargaining unit members on designated workplace bulletin boards. Duly authorized representatives of the Union must provide the administrator of the workplace the notice to be posted, with the time frame for posting. The responsibility for the prompt removal of notices from the bulletin board after they have served their purpose shall rest with the authorized representative of the Union who provided the posting.

Section 5.7 Distribution of Agreement This entire Agreement in complete form will be reprinted and distributed by the District to all employees in the bargaining unit and to all new hires. Cost to be shared equally between the Union and the District.

Section 5.8 Shop Stewards

Section 5.8.1 A shop steward may be appointed in each middle school feeder area. Immediately after appointment of its shop steward(s), the Union shall furnish the Administrator of Human Resources a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. Stewards shall be District employees and shall perform their regular duties as such but shall function as representatives of the Union.

If necessary, the steward shall be allowed reasonable time at the discretion of the Employer, to assist in processing and/or resolving grievances and other issues during regular working hours. Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of the contract but under no circumstances shall the shop steward interfere with orders of the Employer or change working conditions.

Section 5.8.2 The District will grant up to thirty (30) days per year to employees for the purpose of participating in activities associated with the administration of this agreement. Requests submitted three (3) working days in advance, if possible, shall be approved by the Superintendent or his/her designee. The Union will reimburse the District the cost of the substitute for each release day if a substitute is used.

ARTICLE 6

No-Strike Agreement

Section 6.1 There shall not be authorized by the Union any strike, slowdown, sick-out, or any other stoppage of work. The Employer shall not lock out any employee covered by this Agreement. Should a strike, slowdown, sick-out, or other stoppage of work by the Union occur, the Union shall immediately instruct its members to return to work. If the members of the Union do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

Section 6.2 If the Employer agrees that there would be immediate and real danger to the physical safety of employees by their crossing any picket line established by other labor organizations, a written agreement shall be reached between the Union and the District regarding the situation.

ARTICLE 7

Grievance Procedure

Section 7.1 Grievance Procedure A grievance is defined as an alleged violation of a specific provision of this Agreement.

Section 7.2 Grievance Steps

Section 7.2.1 - Step 1, Oral Discussion The employee shall first discuss the grievance with his/her immediate supervisor. This shall be done within fifteen (15) work days after the employee should reasonably have knowledge of the occurrence which gives rise to the alleged grievance. A representative of the Union may, at the employee's option, be invited to attend and/or speak in behalf of the employee. Every effort should be made to resolve the grievance at this level in an informal manner.

Section 7.2.2 - Step 2, Grievance Reduced to Writing – Supervisory Level If no settlement is reached in Step 1, the employee, if he/she considers the grievance to be valid, will reduce to writing a statement of the grievance which will contain the following: a) the facts upon which the grievance is based; b) a reference to the articles and sections of the Agreement alleged to have been violated; and c) the remedy sought. The employee within ten (10) work days following the Step 1 discussion will submit the written grievance to the immediate supervisor for reconsideration, with copies to the Administrator of Employee Relations. The parties will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present and to speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.

Section 7.2.3 – Step 3, Next Line Administrator Level If no settlement has been reached in Step 2, within the specified time limits, and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within ten (10) work days to a central leadership team administrator designated by the Superintendent. After such submission, the designated administrator and employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.

Section 7.2.4 – Step 4, Superintendent Level If no settlement has been reached in Step 3, within the specified time limits and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within fifteen (15) work days to the Superintendent. After such submission, the Superintendent or Deputy Superintendent and the employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present, and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance. The decision of the Superintendent or Deputy Superintendent shall be final and binding upon the parties except as provided in Section 7.2.5.

Section 7.2.5 Arbitration If a grievance is not satisfactorily resolved at Step 4, the Union may, within fourteen (14) calendar days after receipt of the written response in Step 4, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

- A. The arbitrator shall have no power to change, alter, detract from, or add to the provision of this Agreement.
- B. The arbitrator's decision shall be final and binding on the Employer, and the Union and the employees involved.
- C. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- D. The District and Union will not be permitted to assert in arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.

Section 7.3 Time Limits The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the Employer or grievant, to act within the time limits will move the grievance to the next step automatically. Failure on the part of the Union to submit an appropriate grievance to arbitration shall constitute withdrawal of the grievance. The Employer and the Union may mutually agree in writing to extend the time limits at any one of the steps.

Section 7.4 Grievance Requirements

Section 7.4.1 Grievance claims involving retroactive compensation will be limited to no more than forty-five (45) days prior to the written submission of the grievance to the Employer.

Section 7.4.2 In arriving at any disposition or settlement, neither party shall have the authority to alter, add to, delete or amend this Agreement.

Section 7.4.3 The Employer will not discriminate against any individual employee or the Union for taking action under this Article.

Section 7.4.4 Upon a reasonable request of the Union, the Employer will cooperate in the Union's investigation of any grievance and will furnish the Union such information germane to the grievance.

Section 7.4.5 All documents, communications and records dealing with a grievance shall be filed separately from the grievant's personnel file.

Section 7.4.6 Grievance discussions shall take place whenever possible on school time, and without loss of pay or benefits, if the employee is on pay status.

Section 7.4.7 Prior to submitting written evidence in a grievance proceeding, such material shall be shown to the other party.

ARTICLE 8

Work Year

Section 8.1 Work Year For Instructional Assistants The length of an Instructional Assistant employee work year assignment is normally 183 days; however, this may be increased by the Employer at any time or decreased through the lay off procedure to meet the conditions created by an economic setback, inoperable facilities, a decrease in the work load, or other condition that reasonably requires a reduction in force. The building principal will determine when the three days beyond the one hundred eighty (180) days base calendar are to be worked and will communicate that information to the employee.

Section 8.1.1 Work Year for Technical Support Specialists District Technical Support Specialists have the responsibility of meeting the technology needs of the District throughout the entire year. These needs extend beyond the regular school year and in order to meet these needs the work assignment will be 260 days.

Section 8.1.2 Work Year for Head Start and Ready Start The work year for Head Start and Ready Start Lead Teachers and Family Support Specialists shall be 167 days.

Section 8.2 An employee eligible for vacation, I, I, & E leave and other benefits shall accrue said benefits while on active work status. Employees on inactive work status such as during periods of leave and time between the ending and beginning of the work year assignment shall not accrue vacation, I, I, & E leave and other benefits.

Section 8.3 Optional Day For the duration of this agreement, each Instructional Assistant may work one optional work day at per diem pay subject to supervisor approval. This provision is not available to Technical Support Specialists, Head Start and Ready Start Lead Teachers, Head Start Assistant Teachers and Family Support Specialists.

Section 8.4-~~Staff Development~~Professional Learning

There will be an Educational Compensation Program which provides for opportunities for the professional and personal development of employees covered by this agreement. The goals of this program continue to be the following: (1) provides opportunities for the professional and personal development of the employee; and (2) results in benefits valuable to the District. The District will provide twenty thousand (\$20,000) dollars for this program in each year. A joint committee made up of an equal number of District and union representatives shall determine the use of these funds.

Section 8.4.1 Instructional assistants who are scheduled for four (4) or more hours will receive four (4) hours of mandatory training per school year focused on job duties and assignments. Training dates will be determined by the District. A committee of instructional assistants and district staff will be convened to gather input regarding training topics.

Section 8.5 Extra Help and Overtime When building administrators and supervisors determine that a need exists for extra help or overtime during peak work periods, they shall initiate requests through their appropriate directors. Such requests shall be given immediate attention. Upon written request from the Union, the District will identify the budget sources used to fund peak work load periods for the school year.

Section 8.6 Release Time Should the Employer require attendance of bargaining unit members at in-service/staff development activities, the Employer shall either provide release time for such attendance or pay the employee his or her hourly rate.

Section 8.7 Mandated Training The District is willing to discuss implications of any federal or state mandated training for employees when the mandate is made. This topic is appropriate for periodic meetings held between the District and the Union.

ARTICLE 9

Work Day

Section 9.1 Work Day The length of a work day within a department or building shall be that period of time designated by the supervisor of the department or building, not to exceed eight (8) hours and to be scheduled Monday through Friday. Flexible work hours shall be allowed where there is no disruption of the work place as determined by the building principal/supervisor.

Section 9.2 Lunch Period The length of the employee's lunch period, which shall be unpaid, free of duty, and not less than one-half (1/2) hour, shall be determined by the supervisor and will be in addition to the work day. Technical Support Specialists may elect to take such unpaid duty free lunch for a period of one-half (1/2) hour or one (1) hour provided that such election is made for the school year and does not interfere with appropriate coverage. Only those employees working four (4) hours or more per day shall receive a lunch period. The supervisor may under unusual circumstances require the employee to work through his or her scheduled lunch period. An employee who is required to work through the meal period shall be compensated for such time at the overtime rate of one and one-half (1 ½) times their rate of pay.

Section 9.3 Rest Periods Employees working from three (3) to six (6) hours per day shall receive one (1) fifteen (15) minute rest period scheduled by the supervisor as part of the paid working day. Employees working more than six (6) hours per day shall receive two (2) fifteen (15) minute rest periods.

Section 9.4 Passing Time Reasonable time will be provided in the employee's work day to move from one assignment to the next.

Section 9.5 Overtime By Permission Only Under no circumstance shall the employee work more than the assigned number of hours per day without the express permission of the building principal or central leadership team member. In the event extra hours are required and approved by the supervisor; compensatory time off or pay shall be granted at the employee's option.

Section 9.6 Overtime Pay/Compensatory Time Payment shall be made or compensatory time shall be granted at the employee's regular rate for hours up to and including forty (40) hours in the work week. Overtime pay or compensatory time at one and one-half (1 ½) times the employee's regular rate will be granted for authorized work time exceeding forty (40) hours in the work week. Compensatory time shall be granted within fifteen (15) calendar days of the time worked.

Section 9.7 Travel Time All authorized travel time between job locations shall be considered time worked.

Section 9.8 Emergency Closure Normal work hours deleted from the work day through the use of an emergency schedule may be reassigned by the supervisor at a time agreeable to the employee in order to maintain the employee's normal compensated hours.

Section 9.9 Flex Day Employees may bank up to one (1) work day to be used later in the work year on a day that is mutually agreeable between the employee and the supervisor; preferably when a substitute is not required. Should a substitute be necessary, the cost will be charged to the building budget. Records will be maintained at the building to document when hours were worked and taken.

ARTICLE 10

Probation Period

Section 10.1 All new employees subject to this Agreement will be on probation for the first ninety (90) working days of employment. During this period, the employee will be evaluated by the immediate supervisor. If, upon such evaluation, the employee's performance is determined to be unsatisfactory, the employee shall be terminated and such termination shall not be subject to review by the grievance procedure of this Agreement. If the employee's performance is satisfactory, a recommendation for regular employment shall be transmitted through proper channels. New regular employees will begin receiving benefits available to board approved employees. Sick leave, vacation, holidays, and other paid leave paid during the probation period would be recovered from the employee if not board approved for continued employment.

ARTICLE 11

Leaves

Section 11.1 Illness, Injury and Emergency Leave (I, I, & E) I, I, & E leave for regular employees shall be accrued at the rate of one prorated day per payroll month of employment. Unused I, I, & E leave shall accumulate from year to year while the employee remains in the employ of the District.

The Employer shall project the number of annual days of I, I, & E leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year. The employee shall be entitled to the projected number of days of I, I, & E leave at the beginning of the school year provided that should the employee terminate prior to the end of the school year a deduction shall be made for I, I, & E leave used in excess of accrual.

Section 11.1.1 Use of Illness and Injury Leave I, I, & E pay will be paid only for periods of absence caused by the employee's personal illness, injury, medical, dental or optical appointments or the illness or injury of an immediate family member. Immediate family, for purposes of this section shall be defined as the employee's spouse or the employee's son or daughter who is 18 years of age or younger or anyone permanently living at the employee's residence and considered part of the family. The Employer may, at its discretion, and at its own expense, have the employee examined by a doctor of the Employer's choice at any time. Refusal of the employee to be so examined shall be cause for immediate discharge and said discharge shall not be subject to the grievance procedure of this agreement.

Section 11.1.2 Use of Emergency Leave Up to six (6) days per year of I, I, & E leave may be granted for absences due to:

- A. Illness or injury of a member of an employee's immediate family which requires the presence of the employee or for extension of bereavement leave because of special circumstances such as travel conditions and/or distance. Immediate family includes spouse, parent, brother, sister, child, grandparent or grandchild by blood, marriage or legal adoption.
- B. Situations will be of such a nature that generally pre-planning by the employee is not possible, one which is serious, essentially unavoidable, and of importance, not one of mere convenience. Example: a threat to the employee's property (flooding, storm, fire, serious illness of adult child or parent, etc.)

Additional I, I, & E leave beyond the 6 days may be requested due to extraordinary circumstances.

Section 11.1.3 The Employer may require the employee to submit proof of illness, injury, or emergency.

Section 11.1.4 Use of Emergency Leave - Inclement Weather The Employer and the Union recognize that inclement weather conditions may prevent the timely arrival of employees due to safety and/or other related reasons. In such situations employees may use emergency leave, earned compensatory time, discretionary leave, or with the supervisor's approval, make up the time lost.

Section 11.1.5 Reinstatement of I, I, & E Leave In the event an employee returns to the employ of the District after resignation or termination for cause, accumulated I, I, & E leave will not be re-established. In the event an employee returns to the employ of the District within three (3) years after layoff or within two (2) years after termination from probation, accumulated I, I, & E leave will be re-established upon recommendation from the Superintendent.

Section 11.1.6 Attendance Incentive Program In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration of unused leave for illness or injury accumulated in the previous year at the rate equal to one (1) day's compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's compensation, PROVIDED that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.

At the time of separation from school District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation of the employee for each four (4) full days accrued leave for illness or injury.

The provisions of this section shall be administered in accordance with state law and applicable state rules and regulations. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

Section 11.2 Leave for Jury Service An employee who is called for jury duty shall receive compensation at the employee's current rate of pay. Upon receipt of a jury summons the employee will immediately notify his/her administrator/supervisor and notify Human Resources via the leave request procedure. The employee will be required to furnish a signed statement from an officer of the court as proof of jury service.

Section 11.3 Leave for Subpoena An employee who is subpoenaed to appear in court as a witness other than in his/her own behalf or interest shall receive compensation at the employee's own rate. Upon receipt of a subpoena, the employee will immediately notify his/her administrator/supervisor and notify Human Resources via the leave request procedure. The employee will be required to furnish a signed statement from an officer of the court as proof of witness service. If the employee is plaintiff or defendant in a case, there shall be no compensation.

Section 11.4 Bereavement Leave In the event of a death in the immediate family/household of the employee, an absence of up to five (5) days with compensation at the employee's own rate will be permitted. The immediate family of an employee shall be considered a spouse, parent, brother, sister, child, grandparent, or grandchild by blood, marriage, or legal adoption, or any individual permanently residing in the employee's residence and/or considered a part of the employee's immediate family. Bereavement leave shall be non-cumulative.

Section 11.5 Temporary Disability Leave

Section 11.5.1 Employees, subject to this Agreement, who are physically unable to perform the functions of their position for medical reasons as determined by a physician, may request a temporary disability leave. Temporary disability leave may be requested for illness, injury, surgery or because of pregnancy or childbirth and may be requested only for the period of actual disability and shall not exceed one (1) year or two (2) years in the event of an on-the-job injury.

Section 11.5.2 The employee shall file the request form with the immediate supervisor to be forwarded to Human Resources. If possible, such request shall be made at least sixty (60) calendar days prior to the proposed starting date of the leave. The actual starting date of the leave, if granted, will be determined as necessary to protect the quality of the instructional and supportive programs, the desire of the employee and the employee's attending physician. The Employer may require a doctor's certification that the employee is able to continue to work, prior to the temporary disability leave request, without jeopardizing the employee's health or the safety of others.

Section 11.5.3 Expiration of the temporary disability leave shall be when the employee's attending physician confirms the ability of the person on temporary disability leave to resume the duties of the assigned position. The Employer may, at its discretion and at its own expense, have the employee examined by a doctor of the Employer's choice at any time.

Section 11.5.4 The position of an employee on a temporary disability leave for a period of sixty (60) working days or less will be filled by substitute employee(s). The position of an employee on a temporary disability leave scheduled to exceed sixty (60) working days will be filled in accordance with Section 16.1, but specifically only for the period of the leave. Upon expiration of temporary disability leave, the employee will be assigned to the same position or its equivalent if the position no longer exists. A regular employee who has completed the probationary period and is displaced by the return of an employee from temporary disability leave will be entitled to recall under the provisions in Section 16.8.

Section 11.5.5 An employee on approved temporary disability leave will retain accrued I, I, & E leave, vacation and seniority rights. Employees granted temporary disability leave may, at their option, be allowed compensation for temporary disability leave in accordance with Section 11.1 I, I, & E leave.

Section 11.5.6 An employee who has exhausted all I, I, & E leave and is on a temporary disability leave may continue to participate in the employee health insurance programs, if available, at their own expense until the expiration of the leave.

Section 11.5.7 The District reserves the right to call for a doctor's certificate of temporary disability at any time for any number of days used in conjunction with this section.

Section 11.6 Leave of Absence

Section 11.6.1 Upon recommendation of the immediate supervisor and approval by the Superintendent or designee, an employee may be granted a leave of absence without pay for a period not to exceed five (5) work days. An employee returning from such a leave of absence shall be reinstated to the position held at the time the request for the leave was approved without loss of seniority or benefits (i.e., personal business, union business).

Section 11.6.2 Upon recommendation of the immediate supervisor through administrative channels to the Superintendent and upon Board approval, an employee working twenty (20) hours per week or more may be granted an extended leave of absence without pay for a period not to exceed one (1) year. Applications for such leave must be made in writing on a form supplied by the District on or before April 15 of the school year immediately preceding the year in which the leave is to occur. Under unusual circumstances the employee may file a written request with the Superintendent or designee for exception to the April 15 deadline.

Section 11.6.3 An employee returning from an extended leave of absence of sixty (60) work days or less will be reinstated in the same position held prior to the leave if the position exists. An employee who returns from an extended leave in excess of sixty (60) work days will be reinstated in a vacant position for which the employee is qualified and that is equivalent in level and hours (secondary/elementary/workgroup) to that held at the time the request for leave of absence was approved; provided that if an employee refuses an offer of such employment the Employer is released from all obligation under this article. An employee may choose to be reinstated in a vacant position in the same classification/workgroup the employee last held, or in a classification/workgroup the employee previously held for which the employee is qualified, which may be at a lower rate of pay or fewer hours or both.

If an employee voluntarily accepts a position of less status and pay in order to expedite a return to active pay status, the employee shall forfeit all other rights guaranteed in this paragraph, provided that, if an employee who held a PERS position accepts a non-PERS position, he/she shall retain reinstatement rights until such time as he/she is offered a PERS position at his/her level (secondary/elementary/workgroup).

Section 11.6.4 The employee will retain accrued I, I, & E leave and other rights extended by the District while on leave of absence.

Section 11.6.5 Vacation leave, I, I, & E leave, or other benefits shall not accrue while an employee is on leave of absence.

Section 11.6.6 The employee will receive no credit for salary advancement while on leave of absence.

Section 11.6.7 If an employee on approved leave of absence does not return to work or make contact with the District within four (4) work days following the expiration date of the leave, the employee shall be considered as having resigned without notice and shall be terminated.

Section 11.7 Discretionary Leave All employees shall earn ~~two (2)~~ three (3) regularly assigned days off work as Discretionary Leave at full salary which shall be available for any employee subject to the following limitations:

- shall not be used during the first and last week of school except for employees on a technology calendar
- shall not be used on any day(s) identified as a "black-out" period in the Technology Department
- shall not be used for any day immediately adjacent to a holiday/school breaks unless a request for such use is made two (2) weeks in advance and approved by their immediate supervisor and, if necessary, a substitute has been secured
- no more than one person at each site shall be permitted to be on Discretionary Leave at any time if a substitute is required (exceptions may be requested)
- the employee shall have received the supervisor's approval at least 24 hours prior to the date requested (except as identified above)
- Discretionary Leave days shall not be charged against sick leave

Employees who do not accrue vacation leave may ~~opt to~~ carryover up to three (3) unused discretionary days by notifying payroll prior to the last day of school; lack of notification will result in a cash-out of any unused days. Cash-out will be at the substitute rate for their job classification; however, at no time may an employee have a balance of more than five (5) discretionary days. Use of three (3) or more discretionary days in a row must be requested and approved at least two (2) weeks in advance and subject to the above limitations that are applicable.

Employees who accrue vacation leave may not carryover unused discretionary days and are not eligible for cashing-out any unused discretionary days.

Section 11.8 Child Care Leave Any employee may be granted child care leave for up to one (1) year. The request for such leave shall be in writing at least thirty (30) calendar days in advance of the proposed starting date and will clearly state the intended purpose and duration of the leave. Long-term child care leave will be without compensation and Employer benefits except that the employee will retain all seniority and benefits accrued. Seniority will not accrue during such leave. Employees returning from a child care leave will be placed in accordance with the provisions in Section 11.6.3.

Section 11.9 Vacation Leave

~~Section 11.9.1 Regular employees covered by this Agreement and working twenty (20) hours or more per week shall earn one (1) prorated vacation day per each month worked to a maximum of twelve (12) prorated days per year.~~

~~Section 11.9.2 Employees with five (5) years of service shall accrue 1.417 days of vacation leave for each month worked to a maximum of seventeen (17) prorated days per year.~~

~~Section 11.9.3 Employees after ten (10) years of service shall accrue 1.583 days of vacation leave for each month worked to a maximum of nineteen (19) prorated days per year.~~

~~Section 11.9.4 Employees after fifteen (15) years of service shall accrue 1.833 days of vacation leave for each month worked to a maximum of twenty-two (22) prorated days per year.~~

~~Section 11.9.5 Earned vacation shall be paid in even increments over the twelve-month period.~~

~~Section 11.9.6 Upon termination from regular service, an employee will be paid for his/her accumulated vacation hours provided the employee provides ten (10) work days written notice of separation.~~

Section 11.9.1 Regular employees (employees who work 4 hours or more per day and are not hired as a substitute) covered by this Agreement will receive one (1) pro-rated vacation day per each month worked to a maximum of twelve (12) pro-rated days per year in accordance with the chart below (years shall mean years in the SEIU bargaining group):

<u>Days</u>	<u>Years 0 - 5</u>	<u>Years 6 - 10</u>	<u>Years 11 - 15</u>	<u>Years 16+</u>
<u>Per Month</u>	<u>1</u>	<u>1.417</u>	<u>1.583</u>	<u>1.833</u>
<u>School Year (non-twelve month employment)</u>	<u>10</u>	<u>14</u>	<u>16</u>	<u>18</u>
<u>260+ (12 month employment)</u>	<u>12</u>	<u>17</u>	<u>19</u>	<u>22</u>

Section 11.9.2 All twelve month (260+ days) employees eligible for additional vacation allocation in accordance with the chart above will be credited with such additional allocation on August 16th following completion of such qualifying service year.

Section 11.9.3 Vacation time may be carried over to a maximum of eleven (11) days or eighty-eight (88) hours (pro-rated) for employees annually. Vacation shall be scheduled at the request of the employee, subject to the approval of their immediate supervisor.

Section 11.9.4 When 12-month employees accrue vacation leave are denied requested vacation leave (excluding requests during identified Black Out Periods) and cannot schedule any such vacation prior to the end of the fiscal year, the vacation days denied as a result of the District's need for the employee's services may be carried over to the following fiscal year. This carry-over will be in addition to the carry-over identified in Section 11.9.3 above. If the unused vacation time is not taken during the subsequent fiscal year, the employee shall be paid for the unused vacation time at the employee's regular rate of pay.

Section 11.9.5 School year employees shall receive their vacation leave as additional compensation paid in even increments pro-rated over the twelve-month period. Employees shall be credited the number of vacation days on the anniversary of their first work day in the bargaining group.

Section 11.9.6 Upon termination from regular service, an employee will be paid for his/her accumulated vacation hours provided the employee provides ten (10) work days written notice of separation.

Section 11.9.7 In the event of an employee's death, all accrued vacation days shall be paid to the employee's estate.

ARTICLE 12

Labor/Management Committee

Section 12.1 A committee composed of representatives of the Union and the District will meet on a monthly basis to discuss and attempt to resolve issues that arise.

ARTICLE 13

Holidays

Section 13.1 Regular employees covered by this Agreement, working twenty (20) hours or more per week, shall receive the following prorated paid holidays:

Labor Day*	Day Before New Year's Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	President's Day
Day before Christmas	Memorial Day
Christmas Day	Independence Day

*If employee work year begins prior to Labor Day.

Provided that:

- A. They are not on leave of absence or furlough, and
- B. They have worked half the work days in the calendar month in which the holiday occurs.

Section 13.2 Whenever any holiday recognized within this Agreement falls upon a Saturday or Sunday, the Superintendent or designee shall determine and designate the day to be recognized as the holiday. Such designation shall be consistent with the school calendar.

Section 13.3 Regular employees covered by this Agreement, working four (4) hours per day or more who work on holidays recognized within this agreement shall be paid for the hours worked at one and one-half (1 ½) times their regular rate of pay in addition to the above holiday pay.

Section 13.4 In addition, 10-month Instructional Assistants in buildings may, with approval from the school principal and/or associate principal, work additional hours in the month of November equivalent to the number of hours necessary to allow them to leave when students leave on the day before Thanksgiving.

ARTICLE 14

Compensation

Section 14.1 Automatic Payroll Deposit Effective January 1, 1997, all employees covered by this Agreement shall, as a condition of employment, authorize the automatic deposit of their earnings to a banking institution of their choice.

Only very limited exceptions to this rule shall be considered by the Employer. The Union specifically agrees to assist the Employer in enforcing this provision. There shall be no exception to this provision for new employees hired after January 1, 1997.

Section 14.2 Wage Schedule All employees covered by this Agreement shall be paid in accordance with the salary schedule contained according to their proper step as set forth in Appendix B of this Agreement. Appendix B has been amended as follows:

Effective August 16, 2016:

Instructional Assistants with 0-5 years of service and at Level A on the salary schedule will receive \$16.00 per hour.

All other salary levels will receive a 3.2% increase plus state flow through.

Effective August 16, 2017:

Instructional Assistants with 0-5 years of service and at Level A on the salary schedule will receive state flow through.

All other salary levels will receive a 2% increase plus state flow through.

Effective August 16, 2018:

Instructional Assistants with 0-5 years of service and at Level A on the salary schedule will receive state flow through.

All other salary levels will receive a 2% increase plus state flow through.

Longevity

Employees of the Bargaining Unit shall receive the following longevity increases:

Employees with 21+ years of service in the bargaining unit will receive an additional 0.25 per hour.

Employees with 26+ years of service in the bargaining unit will receive an additional 0.25 per hour.

Such longevity increases will be cumulative and provided to employees on their anniversary date.

The rates established in Appendix B shall be adjusted by any additional state flow through or cost of living adjustment monies as provided by law.

For school level IA's, an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Steps B, C, and, D using the data as of December 31st of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step A 62.979 FTE, Step B 41.386 FTE, Step C 26.991 FTE, Step D 48.584 FTE).

For Head Start Assistant Teachers, an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Step B using the data as of December 31st of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step B 1.444 FTE).

For Head Start and Ready Start Teachers, an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Step B using the data as of December 31st of the school year in which the review is being conducted,

~~compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step B 4.098 FTE).~~

~~For Family Support Specialist, an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Step B using the data as of December 31st of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step B 1.385 FTE).~~

~~In maintaining the distribution, employees may be moved to higher steps. Such movement shall be made based on the seniority of employees on the step immediately below and step they are moving to. Employees shall not move backward as a result of these reviews. Movement shall be based on total FTE not individual employees. The Union will be notified prior to final implementation.~~

~~Should a downsizing or reduction in force occur, the distribution in higher steps will be maintained until the more junior step is exhausted of FTE.~~

Section 14.3 In the event a para-educator or secretary is absent and there are no para-educator or secretary substitutes and an IA is assigned to perform the duties and responsibilities of a para-educator or secretary, such IA shall be entitled to a differential of one dollar and fifty cents (\$1.50) per hour for the hours performing para-educator and secretary duties.

ARTICLE 15

Insurance

Section 15.1 For all employees the Employer shall contribute a sum of money equal to the eligible regular employee's FTE portion of the state funded contribution per month, plus a monthly supplement of twelve dollars (\$12.00) to the benefit pool identified in Section 15.2 below, toward the cost of Employer approved group medical, dental and life insurance. An FTE shall constitute 1440 or more hours in a school year. This provision will apply to the extent that the state allows the Employer to continue providing these benefit dollars above state allocation levels.

To be eligible for such coverage, the regular employee must work twenty (20) or more hours per week. Such contribution shall first include the full cost of dental insurance and life insurance in an amount equal to the employee's annual salary to the nearest thousand dollars, based on hours of work assigned as of November 1. For new employees the life insurance amount shall be based upon initial assignment. Such contribution shall be made twelve (12) months of each year on the condition that the employee sign and return his/her Notification of Continued Employment.

Section 15.2 All insurance money mentioned in 15.1 above which is not used by eligible regular employees shall be placed in a pool. In addition, the monies saved by the District as well as any unclaimed monies from bargaining unit members utilizing Section 125 Medical Reimbursement and Dependent Care plans will be added to this benefit pool. Each eligible regular employee may draw on this pool according to his or her needs and the provisions of the policies. Should the need of all employees exceed the amount in the pool, each employee's individual benefit shall be reduced the same dollar amount, provided that no eligible regular employee's insurance benefit shall be reduced below his/her FTE allowable benefit.

~~Section 15.3 To ensure compliance with State law, employees will be required to pay minimum of five dollars (\$5.00) per month for the cost of their medical insurance premiums beginning March 3, 2014, a minimum of six dollars (\$6.00) per month for the cost of their medical premiums in 2014-15, a minimum of seven dollars (\$7.00) per month for the cost of their medical insurance premiums in 2015-16, eight dollars (\$8.00) for the cost of their medical insurance premiums for 2016-2017 and a minimum of nine dollars (\$9.00) for 2017-2018.~~

ARTICLE 16

Personnel Actions

Section 16.1 Vacancies

Section 16.1.1 Definition A vacancy shall be defined as a position opening as determined by the Employer. The Employer shall not fill any vacant position with a substitute employee for longer than 45 work days.

Section 16.1.2 Procedure for Filling Vacancies

- A. The Human Resources Department will make every effort to post vacancies within ten (10) working days of receipt of a requisition from the principal or program manager.
- B. Position vacancies within the bargaining unit that cannot be filled by a qualified laid-off employee will be posted in all District facilities for five (5) workdays.
- C. Bargaining unit employees may apply for any posted vacant position. Employees currently working in the job classification or building/workgroup of the vacant position shall be given preference by district seniority provided they are qualified.
- D. If no one in the current job classification or building/workgroup applies for the open position, the employee with the earliest seniority date who is fully qualified to perform the work involved shall fill the vacant position when qualifications and performance are substantially equal with others who sought the vacancy. Where it can be clearly substantiated that an outside applicant or substitute possesses greater qualifications, the Employer may fill the position with such person.
- E. Employees not selected for a vacant position will be notified by the Human Resource Department within five (5) workdays following the close of the selection process. The notification will state that the employee was not selected for the position and inform them that they can follow-up with one of the interviewers, citing proper contact information, to discuss the Employer's reasoning. If there has been a bypass of a senior bargaining unit employee in lieu of a more qualified applicant, such notification to the senior employee will also include the reason the employee was not selected for the position.
- F. Employees promoted to a new position may be placed in the position for a trial period of forty (40) workdays until he/she demonstrates the skills and abilities necessary to assume the position on a permanent basis. After a period of twenty (20) working days, the employee may determine that the placement is not appropriate and may elect to be returned to the position from which they last held. Should the employee remain in the position beyond twenty (20) working days, prior to the completion of the forty (40) day trial period, the administrator/supervisor may determine that the assignment is not appropriate and the employee shall return to the position they held.

- G. If the vacant position cannot be filled by a qualified applicant internally or externally, the employer may consider less qualified bargaining unit employees who applied for the position, in seniority order, for training into the position. If the Employer elects to offer a training opportunity, the following conditions may apply:
1. The employee may have a trial service period. The trial service period shall not exceed six (6) months unless mutually agreed by the Employer and the Union.
 2. The trial service period may include a training plan with learning achievement goals.
 3. If the supervisor determines that the trial service period has been unsuccessful, the employee shall return to a position in their prior job classification, if available. If a position in their prior job title is not available they shall be placed into the layoff recall pool.

Section 16.3 District Seniority District seniority shall mean length of continuous service within the bargaining unit.

Section 16.4 Building/Workgroup Seniority Building seniority for Instructional Assistants shall mean the length of continuous service within the Instructional Assistant's current building. Workgroup Seniority for Technical Support Specialists, Extended Day IAs, Head Start and Ready Start Head Teachers, Head Start Assistant Teachers, and Family Support Specialists shall mean the length of continuous service within the specific workgroup.

Section 16.5 Initial Assignment of Hours Basic Allocation Hours are those hours that the District assigns to the buildings/programs in the spring.

Section 16.5.1 Assignment for the Coming School Year In making assignments for the coming school year, principals/program managers will establish with the instructional assistants currently assigned to their schools and programs their preferences for assignments and hours of work for the upcoming year utilizing the "Initial Assignment Preference Form" (Appendix C).

Section 16.5.2 Spring Assignment of Hours Principals/program managers will make assignments for the coming school year taking into account the preferences and building/workgroup seniority of the instructional assistants, qualifications and program needs. A senior Instructional Assistant who has requested a preference of hours shall not be assigned fewer hours than a less senior instructional assistant. The principal/program manager will post in a common area the schedule of assigned hours at the end of the school year and just before the new school year begins. As changes are made to the assigned hours, the schedule will be reposted.

Prior to the close of the school year, basic allocation hours will be determined by the principal/program manager and assigned to the employee currently holding those hours, regardless of seniority. If the instructional assistant holding those hours does not wish to continue with those hours, they will first be offered to other qualified instructional assistants at the site in seniority order.

If there are less than four (4) hours that are not selected by the building instructional assistants, the principal/program manager will assign those hours equitably beginning with the least senior person. If there are four (4) hour or more not selected, they will be posted as a vacant position.

Section 16.5.3 Assignment of Additional Hours When time is added to a building or program the principal/program manager will first notify the employees in the affected program/classroom and then post on the staff bulletin board the additional time available.

Those interested shall notify the principal/program manager of such interest. The additional time will be offered first to the employee in the affected program/classroom, second to employees in the building preference pool and third to the employee with the most building/workgroup seniority provided that person is qualified and available and student and program needs are met.

Time assigned through this procedure shall not be considered continuing hours for the purpose of assigning hours for the coming school year if such time is assigned after October 15th, assigned due to a class size remedy, or other conditions of a temporary nature. This provision shall not apply if such time is assigned from the building preference pool.

If a disagreement occurs over the time assigned and cannot be resolved through informal discussions between the Union and the Employer, the issue may be grieved beginning with the Deputy Superintendent at Step 4 of the grievance procedure.

Section 16.5.4 Assignment of Technical Support Specialists (TSSs) The District shall provide TSSs a minimum of fourteen (14) calendar days' notice prior to changes to any technical support school year assignment changes. This notification requirement does not apply to school breaks nor does it apply to temporary changes due to coverage of absent employees.

Section 16.6 Termination of Seniority Seniority shall cease upon: discharge; voluntary termination; expiration of recall rights; or leaving the bargaining unit to accept a position within the District but outside the bargaining unit.

Section 16.7 Layoff and Reduction in Hours

Section 16.7.1 Reduction in Hours Definitions:

- An employee shall be deemed to have been reduced-in-hours when their current annual assigned hours are reduced below their previous continuing hours.
- Previous continuing hours shall be those hours assigned to an employee prior to October 15th of the previous work year, consistent with Section 16.5.

Section 16.7.2 Reduction in Hours Procedure

- A. When reductions in hours are necessary at a site, the reduction shall affect employees in building/workgroup seniority order with the least senior employee being affected first, to the extent possible within the parameters required by building/program needs.
- B. If building/program needs or the qualifications of an employee do not permit the reduction of the least senior employee's hours, the reduction process will continue from the next least senior employee until the number of hours lost by senior employees has been offered to those employees.
- C. If, after this process, an employee has been reduced below four (4) hours they may, at their option, elect to be identified as laid-off and enter into the layoff and recall procedures. Employees have five (5) workdays in which to make the decision to be laid-off and such decision shall be final.
- D. If, after this process, an employee has been reduced to zero hours they shall be deemed to be laid-off and shall enter into the layoff and recall procedures.

- E. An employee who is reduced in hours shall be placed in a building/workgroup preference pool for the following year, ending after the Initial Assignment of Hours procedure has been completed.
- F. During the period the building/workgroup preference pool is in effect if any additional hours become available they shall be offered to employees in the building/workgroup preference pool in compliance with Section 16.5.3, Assignment of Additional Hours, in building/workgroup seniority order, until those employees are made whole for the hours they were reduced. Employees who refuse the additional hours shall be removed from the building/workgroup preference pool.
- G. The District shall notify an employee reduced through this procedure that they have been reduced, utilizing the "Initial Assignment of Hours Preference Form" in Appendix C. Such notification shall include:
 - 1. The employee's current assigned hours.
 - 2. The employee's current continuing hours.
 - 3. The number of hours the employee has been assigned.
 - 4. The number of hours they are eligible from the building/workgroup preference pool.
- H. Once building preference pools are finalized the principal/program manager shall give copies of the Initial Assignment Preference Forms to the designated building representative. The building representative will then be asked to forward the forms to a designated Chapter Officer. The information that the forms should include are:
 - 1. Those employees current assigned hours.
 - 2. Those employees current continuing hours.
 - 3. Those employees new assigned hours.
 - 4. The number of hours those employees have a right to from the building/workgroup preference pool.

Section 16.7.3 Layoff Definitions:

- Layoff shall mean the termination of employment due to a need identified by the Employer to reduce staffing because of a change in program needs or financial necessity or as defined through Section 16.7.1, Reduction in Hours.
- Qualified, for the purposes of this section, shall mean previous experience, demonstrable abilities, the ability to train into a position within a reasonable period of time, or training, as determined by the Employer and does not result in a promotion.

Section 16.7.4 Layoff Procedure:

- A. The Employer shall schedule a special Labor/Management meeting at least sixty (60) days prior to implementing paragraph 3 below of this layoff procedure when a district wide reduction in hours may result in one or more employees being laid-off. During the Labor/Management discussion the Employer shall specify the need for the reduction of staff and the severity of the reduction. At this meeting the Employer shall provide the Union with the following information:
 - 1. Updated seniority lists (District and Building/Workgroup)
 - 2. Documentation to support the necessity for the reductions
 - 3. Plan of action, including the timelines the Employer is considering

- B. Prior to implementing A3 above of this procedure, the Union shall have the opportunity to call a follow-up Labor/Management meeting to discuss alternative solutions to the layoff, or solutions that may lower the impact of such a layoff.
- C. Employees will be laid-off by:
1. The reduction in Hours Procedure for the IA workgroup, provided that the District may elect to perform a layoff through section 3(b) of this procedure at their discretion.
 2. Classification in inverse order of district seniority for all workgroups other than IA's. Those with the lowest seniority will be the first selected.
- D. An employee selected for layoff may displace the most junior employee in another building/workgroup, by district seniority, for which the senior employee is qualified and which does not result in a wage increase. In lieu of displacing a junior employee, a senior employee identified for layoff may elect layoff. When employees are identified for layoff from buildings they shall be ordered on a list (Bumping Pool) with the District in order of District seniority. The District shall identify the number of employees that will be laid-off and develop a list of lowest District seniority employees (Bumping List). Those employees in the Bumping Pool may select a job from a junior employee on the Bumping List or elect layoff and such selection/election shall be in writing.
- E. Employees who are laid-off or placed in a different workgroup will be placed in a recall pool for up to one (1) year.

Section 16.8 Recall Definitions:

- Recall Pool shall mean the pool of employees who have been laid-off or have a right to a position in their original workgroup for up to one year.
- Original workgroup shall mean the workgroup from which the employee was laid-off.

Section 16.8.1 Recall Procedure

- A. Employees, when notified they will be placed in the recall pool, shall be given the recall form to fill out, see Appendix D. The form shall request current contact information, including: address, phone number, alternate contact name and phone number (if necessary). The form shall also state the employee is required to notify the Employer of any changes or additional contact information if they will be absent more than five (5) calendar days. Included on the form shall be a request for the geographic region that a laid-off employee will accept for recall, see C(2) of this procedure.
- B. Employees in the recall pool shall retain accrued sick leave, vested vacation rights, district seniority and building/workgroup seniority. Employees shall not accrue additional benefits or rights while in the recall pool unless they are working in a bargaining unit position outside of their original workgroup.
- C. Employees who are placed in the recall pool shall be ordered by District seniority and shall be offered open positions in the bargaining unit in that order, provided they are qualified.
1. Employees offered a position of less than four (4) hours may decline such offer without loss of recall rights.

2. Employees may select the geographic region to which they may be offered recall. The employee may select all of the regions or any combination of regions as identified on the recall form. An employee who refuses recall to a position within a region they selected more than once shall be removed from the recall pool.
- D. The District will first attempt to contact persons selected for recall by telephone followed by a confirming letter. If not successful, the District will send notification by certified mail. The individual will have five (5) calendar days from receipt of notification to accept the position. If the employee fails to accept the position in writing within the time limit above it will be assumed that they have declined the position. Written notification from an employee to accept a position, for the purposes of this section only, shall include hand written notes, mailed letters, faxes and e-mails.
- E. The District will notify the Union immediately of each individual selected for recall.

Section 16.8.2 Recall Notification Persons in the recall pool shall be responsible for maintaining their current address and telephone number with the Human Resource office.

Section 16.9 Transfers Transfers are of two types: voluntary and involuntary. In cases where bargaining unit members' volunteer for a transfer they will lose their current building/workgroup seniority from which they are transferred and start a new seniority at their new building or workgroup. Those bargaining unit members who are involuntarily transferred will retain their former building/workgroup seniority and carry it with them to the new building or workgroup.

ARTICLE 17

Conditions of the Agreement

Section 17.1 Waiver and Complete Agreement

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. The Union voluntarily and unqualifiedly waives the right, and agrees that the Employer shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to the mutual written agreement of both parties to amend or supplement it at any time.

Section 17.2 Severability In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 17.3 Duration This Agreement shall become effective on August 16, 2012 and shall continue in full force and effect through August 15, 2016. Not less than sixty (60) days prior to August 15, 2016, either party may give notice to the other party of its desire to modify this Agreement. After receipt of such notice, negotiations shall commence.

Section 17.4 Conformity to Law

Section 17.4.1 This Agreement will be governed and construed according to the Constitution and laws of the State of Washington and Federal law and regulation. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby will be found contrary to law by a tribunal of competent jurisdiction, such provisions or application will have effect only to the extent permitted by law, and all other provisions or applications of this Agreement will continue in full force and effect.

Section 17.4.2 If any provision of this Agreement is found to be contrary to law, the Board and Union agree to commence bargaining on such provision as soon as reasonably possible.

ARTICLE 18

Section 18.1 Contract Reopener

Section 18.2 Not less than sixty (60) days prior to August 15, 2014, either party may give written notice to the other party of its desire to open negotiations to modify Article 14, Compensation.

Section 18.3 The parties agree to a one (1) time reopener of Article 15, Insurance. At any time during the effective dates of this agreement, either party may give not less than a sixty (60) day prior written notice of the date they are requesting to reopen Article 15 to address and ensure that language regarding insurance contained in this agreement is consistent and compliant with the provision of ESSB 5940.

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 925

LAKE WASHINGTON SCHOOL DISTRICT
NO. 414 BOARD OF DIRECTORS

_____ Date

_____ Date

By _____

By _____
Nancy Bernard, Board President

By _____

By _____

By _____

Appendix A
SEIU MEMBERSHIP CARD

Membership Card and Authorization for Payroll Deduction

I hereby request and accept membership in SEIU Local 925 and authorize my employer to deduct the correct amount of dues and fees and remit such dues to the Secretary-Treasurer of SEIU Local 925. _____ Today's Date _____

Signature _____ Employer _____ Hire Date _____
Print Name _____ EID# _____ SSN# _____
Home Address _____ City _____ State _____ Zip _____
Home Phone _____ Home Email _____
Work Phone _____ Work Email _____
Job Title _____ Job Class Code _____ Hours per Week _____ Wages per Hour _____
Mail Box# (if applicable) _____ Dept _____
Work Location (Bldg/ Floor/ Room #) _____
Work Street Address (if applicable) _____ City _____ State _____ Zip _____

Are you a Registered Voter? YES _____ NO _____

If you are not a registered voter, would you like us to send you a Voter Registration Form? YES _____ NO _____

I am interested in learning and doing more for my Union.

Let me know about:

_____ Being a Steward _____ Lobbying/Political Work
_____ Being a Union Contact for your Area _____ Organizing

Questions? Call 206-322-3010 or 1-866-SEIU925 (1-866-734-8925). If you move to a position out of the bargaining unit, you must notify your Payroll Office in writing to stop your payroll deduction (and copy our office as well). Dues, fees and assessments to this organization are not deductible as charitable contributions for federal income tax purposes. Dues paid to this organization, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue code.

Voluntary Contribution for SEIU COPE (Committee on Political Education)

COPE is the vehicle within our parent union, Service Employees International Union (SEIU), by which union members affect laws that impact our lives. The focus of COPE and our local political action work is electing reasonable people to executive and legislative offices who will stand up for working people. Your involvement and contribution are essential in making this an effective program.

I hereby authorize SEIU Local 925 to file this payroll deduction with my Employer and for my Employer to forward the amount specified below to SEIU COPE. This authorization is made voluntarily, based on my specific understanding that: 1. The signing of this form and the making of voluntary contributions are not conditions of my employment by my Employer or membership in the Union; 2. I may refuse to contribute without any reprisal at any time; 3. Only union members and executive/administrative union staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; 4. The amounts below are merely a suggestion, and that I may contribute more or less by some other means without fear of favor or disadvantage from the Union or my Employer; 5. SEIU COPE uses the money it receives for political purposes, including but not limited to making contributions and expenditures in connection with federal, state and local elections and addressing political issues of public importance. This authorization shall remain in full force and effect until revoked in writing by me. Contributions to SEIU COPE are not deductible for federal income tax purposes.

I authorize my employer to withhold (circle one) \$10 \$7 \$5 per paycheck subject to the terms set forth above. By my signature I state that I have reviewed and agree with the terms set forth above.

Signature _____ Date _____

Print Name _____ SSN _____

Do not write in this space

Effective Date: _____

Date Sent to ER: _____

Appendix B
WAGE SCHEDULE

Rates Effective August 16, 2016

Position Title	Position Code	Salary	Step
Head Start Assistant Teacher	P1TA		
0-5 years of service		15.90	A
6+ years of service		18.12	B
Head Start/Ready Start Teacher	P1HT		
0-5 years of service		22.02	A
6+ years of service		25.24	B
Family Support Specialist	P1SW		
0-5 years of service		25.04	A
6+ years of service		26.90	B

Position Title	Position Code	Salary	Step
Instructional Assistant			
0-5 years of service	PXIA	16.00	A
6-10 years of service	PXIB	16.29	B
11-15 years of service	PXIC	16.99	C
16+ years of service	PXID	18.23	D

Position Title	Position Code	Salary	Step
Technical Support Specialist	P5SD		
0-5 years of service		24.60	A
6+ years of service		25.61	B

APPENDIX C

**INSTRUCTIONAL ASSISTANT INITIAL ASSIGNMENT
PREFERENCE FORM**

for
20__/__ SCHOOL YEAR

Name: _____

Years of Building Seniority _____

Current Number of Hours: _____

Current Assignments: _____

Preferred Number of Hours: _____

Preferred Assignments: _____

As per Section 16.5 of the negotiated agreement, principals/program managers will make assignments for the coming school year taking into account the preferences and building/workgroups seniority of the Instructional Assistants, qualifications and program needs.

Employee Signature

Date

APPENDIX D

SEIU RECALL FORM
Section 16.8

Name: _____

Address: _____
(Street Address and PO Box, if applicable)

City: _____ State: _____ Zip Code: _____

Phone: _____

Alternate Contact Name: _____ Phone: _____

Current Job Classification/Workgroup: _____

Please check the geographic regions that you would accept for recall:

- Juanita Learning Community
- Lake Washington Learning Community
- Redmond Learning Community
- Eastlake Learning Community

Per Section 16.8.1 of the negotiated agreement, employees who have been laid off will be placed in the recall pool. Employees are required to notify the District (Human Resources) of any changes in contact information if an employee is absent more than five (5) calendar days.

Employee Signature

Date

DONATIONS

June 20, 2015

SITUATION

Individuals and/or groups periodically desire to make monetary donations to the school district. Monetary donations which exceed \$1,000 are submitted for board approval. Following is a list of those requests for the time period including the individual or group making the request, the amount of donation and the purpose for which the funds are to be used.

<u>From</u>	<u>Amount</u>	<u>Purpose</u>
Lake Washington Schools Foundation to various schools	\$7,934.45	To purchase 3-D printer for Redmond Middle (\$4,666.23) and support Robotics for Inglewood Middle (\$225.46), Rose Hill Middle (\$1,697.05) and Juanita High (\$1,345.71).
A.G. Bell PTSA to Bell Elementary	\$10,765.54	To support field trips (\$7,365.54), professional development (\$1,200.00), assemblies (\$1,000.00), and website (\$1,200.00).
Albert Einstein PTSA to Einstein Elementary	\$8,132.00	To provide stipends for music (\$2,165.00), lunch buddy (\$885.00), and otter games (\$3,650.00) and support outdoor education (\$1,432.00).
Ben Franklin PTSA to Franklin Elementary	\$2,316.23	To provide teacher release time.
Lakeview Elementary PTSA to Lakeview Elementary	\$10,008.19	To provide stipends for math enrichment (\$4,307.00) and release time (\$813.60); support assemblies (\$1,310.85) and field trips (\$1,630.00); and purchase art and science supplies (\$946.56), playground balls (\$794.98), and printing of school newspaper (\$205.20).
Norman Rockwell PTSA to Rockwell Elementary	\$6,800.00	To support field trips.
H.D. Thoreau Elementary PTSA to Thoreau Elementary	\$4,572.00	To provide stipend for creative writing club (\$1,143.00), compensation for outdoor education program (\$2,286.00), and running club (\$1,143.00).
Inglewood Middle School PTSA to Inglewood Middle	\$12,477.86	To provide classroom enrichment (\$8,227.53) and purchase classroom equipment (\$800.00), chairs, book cart, and miscellaneous supplies for library (\$3,450.33).

<u>From</u>	<u>Amount</u>	<u>Purpose</u>
Kamiakin PTSA to Kamiakin Middle	\$1,281.68	To purchase emergency preparedness supplies.
Kirkland Middle School PTSA to Kirkland Middle	\$3,000.00	To purchase professional repair and cleaning of shared musical instruments.
Renaissance School PTSA to Renaissance	\$1,000.00	To provide classroom enrichment.
Eastlake High School PTSA to Eastlake High	\$5,000.00	To purchase tables and stools for library.
Tesla STEM PTSA to Tesla STEM	\$13,000.00	To support classroom enrichment and professional development.
Rotary Club of Kirkland to Muir Elementary	\$1,200.00	To support library.
Kirkland National Little League to Finn Hill Middle	\$1,121.83	To purchase equipment storage boxes.
Society for Science and The Public to Redmond High	\$2,000.00	To support science, math, and engineering education.
Juanita Rebels Booster Club to Juanita High	\$6,777.60	To support track (\$2,277.60) and DECA (\$4,500.00).
TOTAL	\$97,387.38	

RECOMMENDATION

It is recommended that the Board of Directors accepts the donations/grants as identified at the June 20, 2016 Board Meeting.

AUTHORIZATION TO SELL BONDS
BOND REFUNDING
RESOLUTION NO. 2213

June 20, 2016

SITUATION

Resolution No. 2213 authorizes the sale of up to \$165,000,000 of the bonds approved by the voters in April 2016. The resolution delegates to the Deputy Superintendent of Operational Services and the Director of Business Services the authority to direct the bond underwriter to market the bonds within certain parameters set forth in the resolution. This method allows the timing of the bond sale to be best aligned with favorable market conditions. This advance authorization also provides flexibility in timing the sale as the sale can be scheduled based on market conditions within one year of the resolution as long as the interest rate parameters in the resolution are met.

In addition, the issuance of approximately \$60,000,000 of refunding bonds is anticipated if market conditions remain favorable. The proceeds of the refunding bonds will be used to refund bonds that were issued in December 2008 under Resolution No. 2027 in support of the district's construction program. If executed, this action will allow the district to take advantage of favorable interest rates and save the taxpayers approximately \$5.0 million over the life of the bonds.

The district's bond counsel has reviewed this action and the resolution and finds them to be in legal compliance. The terms of this transaction will be reviewed by the district's independent financial advisor, Northwest Municipal Advisors, prior to the sale being commenced to ensure the best interest of the district are represented.

RECOMMENDATION

The Board of Directors adopts Resolution No. 2213 authorizing the issuance and sale of Unlimited Tax General Obligation (UTGO) Bonds and Refunding Bonds of the district in the aggregate principal amount of up to \$225,000,000 as presented.

LAKE WASHINGTON SCHOOL DISTRICT NO. 414
KING COUNTY, WASHINGTON

UNLIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, [2016][2017]

RESOLUTION NO. 2213

A RESOLUTION of the Board of Directors of Lake Washington School District No. 414, King County, Washington, providing for the issuance and sale of one or more series of unlimited tax general obligation and refunding bonds of the district in the aggregate principal amount of not to exceed \$225,000,000, for the purpose of providing funds required to construct, equip, modernize and make other capital improvements to the facilities of the school district as authorized by resolution of the Board of Directors, and approved by the qualified electors of the District, and refunding certain outstanding general obligation bonds of the district; providing for the redemption of the outstanding bonds to be refunded; appointing an escrow agent; authorizing the execution of an escrow agreement and costs of issuance agreement, related to such refunding; authorizing a preliminary official statement; and delegating to the Deputy Superintendent and/or Director, Business Services of the District the authority to determine the structure of the bonds, approve the interest rates, maturity dates and principal maturities for the bonds under the terms and conditions set forth herein.

APPROVED ON JUNE 20, 2016

PREPARED BY:

K&L GATES LLP
Seattle, Washington

LAKE WASHINGTON SCHOOL DISTRICT NO. 414
KING COUNTY, WASHINGTON
RESOLUTION NO. 2213

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* This Table of Contents and the cover page are not a part of the following resolution and are included only for the convenience of the reader.

RESOLUTION NO. 2213

A RESOLUTION of the Board of Directors of Lake Washington School District No. 414, King County, Washington, providing for the issuance and sale of one or more series of unlimited tax general obligation and refunding bonds of the district in the aggregate principal amount of not to exceed \$225,000,000, for the purpose of providing funds required to construct, equip, modernize and make other capital improvements to the facilities of the school district as authorized by resolution of the Board of Directors, and approved by the qualified electors of the District, and refunding certain outstanding general obligation bonds of the district; providing for the redemption of the outstanding bonds to be refunded; appointing an escrow agent; authorizing the execution of an escrow agreement and costs of issuance agreement related to such refunding; authorizing a preliminary official statement; and delegating to the Deputy Superintendent and/or Director, Business Services of the District the authority to determine the structure of the bonds, approve the interest rates, maturity dates and principal maturities for the bonds under the terms and conditions set forth herein.

WHEREAS, at an election held in Lake Washington School District No. 414, King County, Washington (the "District"), on April 26, 2016, the number and proportion of the qualified electors of the District required by law for the adoption thereof voted in favor of a proposition authorizing the issuance of unlimited tax general obligation bonds of the District in the aggregate principal amount of \$398,000,000 to provide funds to pay part of the cost of constructing, equipping, modernizing and making other capital improvements to the facilities of the District as authorized by Resolution No. 2205, adopted on January 5, 2016 (the "Election Resolution") of the Board of Directors (the "Board"); and

WHEREAS, it is deemed necessary and advisable that the District now issue and sell a portion of such authorized bonds in the principal amount of not to exceed \$165,000,000 to provide funds necessary to construct, equip, modernize and make said capital improvements authorized by the Election Resolution (the "Improvement Bonds"); and

WHEREAS, the District has outstanding its Unlimited Tax General Obligation Bonds, 2008, issued under date of December 2, 2008 pursuant to Resolution No. 2027 adopted by the Board of Directors on November 3, 2008 (the “2008 Bond Resolution”), which remain outstanding as follows:

Maturity Dates (December 1)	Principal Amounts	Interest Rates
2016	\$ 2,400,000	4.00%
2017	2,650,000	5.00
2018	9,950,000	5.00
2019	500,000	4.40
2019	12,000,000	5.00
2020	6,400,000	5.00
2021	7,100,000	5.00
2022	6,100,000	5.00
2023	3,600,000	5.00
2024	2,000,000	5.00
2025	5,400,000	5.00
2026	10,000,000	5.00

(the “2008 Bonds”); and

WHEREAS, the 2008 Bond Resolution provides that the 2008 Bonds maturing on and after December 1, 2019 (the “Refunding Candidates”) are subject to redemption at the option of the District on or after December 1, 2018, in whole or in part and if in part, with maturities to be selected by the District, at a price of par plus accrued interest, if any, to the date of redemption; and

WHEREAS, as a result of changed market conditions, it appears to the Board of Directors that a substantial debt service savings may be obtained by refunding all or a portion of the Refunding Candidates through the issuance and sale of one or more series of refunding bonds herein authorized (herein referred to as the “Refunding Bonds”); and

WHEREAS, it appears to the Board of Directors that it is in the best interest of the District that the Improvement Bonds and the Refunding Bonds may, if deemed cost effective, be

combined and issued in one or more series of unlimited tax general obligation and refunding bonds in the aggregate principal amount of not to exceed \$225,000,000 (collectively herein referred to as the “Bonds”); and

WHEREAS, the Board of Directors wishes to delegate authority to the Deputy Superintendent and/or Director, Business Services of the District, for a limited time, to select the Refunding Candidates to be refunded (hereinafter defined as the “Refunded Bonds”), to proceed with the refunding of the Refunded Bonds and to approve the number of series, series designation, the interest rates, maturity dates, final redemption provisions, and principal maturities of the Bonds authorized herein under such terms and conditions as are approved by this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAKE WASHINGTON SCHOOL DISTRICT NO. 414, KING COUNTY, WASHINGTON, as follows:

Section 1. Definitions. As used in this resolution, the following words shall have the following meanings:

Acquired Obligations mean the Government Obligations acquired by the District under the terms of this resolution and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds.

Beneficial Owner means the beneficial owner of all or a portion of a Bond while such Bond is in fully immobilized form.

Board of Directors means the duly constituted Board of Directors as the general legislative authority of the District.

Bond Insurance Policy means the municipal bond insurance policy, if any, issued by the Insurer insuring the payment when due of the principal of and interest on all or any portion of the Bonds as provided therein.

Bond Register means the registration books maintained by the Bond Registrar setting forth the names and addresses of owners of the Bonds of each series in compliance with Section 149 of the Code.

Bond Registrar means initially, the fiscal agent of the State of Washington, whose duties include registering and authenticating the Bonds of each series, maintaining the Bond Register, transferring ownership of the Bonds, and paying the principal of and interest on the Bonds and shall include any successor institution appointed as Bond Registrar by the Treasurer.

Bonds means the Lake Washington School District No. 414, King County, Washington, Unlimited Tax General Obligation [and] Refunding Bonds, [2016][2017], to be issued in the aggregate principal amount of not to exceed \$225,000,000 pursuant to this resolution.

Bond Year means each one-year period that ends on the date selected by the District. The first and last Bond Years for each series may be short periods. If no day is selected by the District before the earlier of the final maturity date of the Bonds or the date that is five years after the date of issuance of the Bonds, Bond Years end on each anniversary of the date of issue and on the final maturity date of the Bonds.

Call Date means, with respect to each series of the Refunding Bonds, the date or dates specified by the Designated Representative.

Code means the federal Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations thereunder.

Commission means the United States Securities and Exchange Commission.

Costs of Issuance Agreement means the Costs of Issuance Agreement to be dated as of the date of closing and delivery of the Refunding Bonds substantially in the form attached hereto as Exhibit B.

Credit Enhancement Program means the program for enhancing the credit of voter-approved school district general obligation bonds established by Senate Joint Resolution 8206 of the 1999 State Legislature, codified as RCW Ch. 39.98.

Debt Service Fund means the special fund of the District of that name created in the office of the Treasurer pursuant to RCW 28A.320.330.

Designated Representative means the Deputy Superintendent and/or Director, Business Services of the District.

District means Lake Washington School District No. 414, King County, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington.

DTC means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 3 of this resolution.

Election Resolution means Resolution No. 2205 of the District, adopted by the Board of Directors on January 25, 2016.

EMMA means the MSRB's Electronic Municipal Market Access system ("EMMA"), currently located at www.emma.msrb.org.

Escrow Agent means U.S. Bank National Association, Seattle, Washington.

Escrow Agreement means the Escrow Deposit Agreement to be dated as of the date of closing and delivery of Refunding Bonds substantially in the form attached hereto as Exhibit A.

First Interest Payment Date means the date on which the first interest payment with respect to a series of Bonds is due, which date shall be identified in the final official statement with respect to such series.

Government Obligations means those obligations now or hereafter defined as such in Chapter 39.53 RCW, as such chapter may be hereafter amended or restated.

Improvement Bonds means the voter-approved capital improvement bonds authorized by Section 2(a) of this resolution.

Insurer means the insurance company, if any, issuing the Bond Insurance Policy for any one or more of the maturities of the Bonds.

Letter of Representations means a blanket issuer letter of representations from the District to DTC.

MSRB means the Municipal Securities Rulemaking Board or any successors to its functions. Until otherwise designated by the MSRB or the SEC, any information, reports or notices submitted to the MSRB in compliance with the Rule are to be submitted through EMMA.

Net Proceeds, when used with reference to the Bonds of a series, means the principal amount of the Bonds, plus accrued interest and original issue premium, if any, and less original issue discount.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Private Person Use means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or

incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

Purchase Contract means the bond purchase agreement(s) between the District and the Underwriter[s] provided for in Section 10 of this resolution.

Refunded Bonds mean the Refunding Candidates selected by the Designated Representative pursuant to Section 10 of this resolution.

Refunding Bonds means the portion of the Bonds in aggregate principal amount not to exceed \$60,000,000 authorized by Section 2(a) of this resolution for the purpose of refunding the Refunded Bonds.

Refunding Candidates mean the \$53,100,000 principal amount of the outstanding 2008 Bonds maturing on December 1 in the years 2019 through 2026, inclusive.

Registered Owner means the person named as the registered owner of a Bond in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC shall be deemed to be the sole Registered Owner.

Rule means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Savings Target means a dollar amount equal to at least five percent (5.0%) of the outstanding principal of the Refunded Bonds.

State Treasurer means the Treasurer of the state of Washington, or any successor to the functions thereof.

Term Bonds means any Bonds of a series designated as “Term Bonds” in the Purchase Contract for such Bonds.

Treasurer means the Finance and Business Operations Division of the Department of Executive Services of King County, as *ex officio* treasurer of the District, or any successor to the functions of the Treasurer.

2008 Bonds mean the Unlimited Tax General Obligation Bonds, 2008 of the District, issued under date of December 2, 2008, pursuant to the 2008 Bond Resolution and presently outstanding in the principal amount of \$68,100,000.

2008 Bond Resolution means Resolution No. 2027 adopted by the Board on November 3, 2008 authorizing the issuance of the 2008 Bonds.

Underwriters mean D.A. Davidson & Co., Seattle, Washington and RBC Capital Markets, Seattle, Washington.

Rules of Interpretation. In this resolution, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Plan of Finance; Authorization of Bonds.

(a) *Plan of Finance.* The District shall now issue and sell not to exceed \$165,000,000 in principal amount of Improvement Bonds, being the first series of unlimited tax general obligation bonds authorized by the qualified electors of the District held at a special election on April 26, 2016 for the purpose of providing funds to pay the cost of constructing, equipping, modernizing and making other capital improvements to the facilities of the District as authorized by the Election Resolution.

For the purpose of refunding the Refunded Bonds and thereby effecting a substantial savings to the District and its taxpayers, the District shall issue and sell its Refunding Bonds in the aggregate principal amount of not to exceed \$60,000,000. The Refunded Bonds are callable in whole or in part prior to their scheduled maturities and may be selected for refunding

depending upon market conditions. The final selection of the maturities, if any, of the Refunding Candidates designated as Refunded Bonds to be refunded by the Bonds shall be made by the Designated Representative pursuant to the authority granted in Section 10 of this resolution.

(b) *Authorization of Bonds.* The Improvement Bonds and the Refunding Bonds may be combined and sold as a single issue or in one or more series in the aggregate principal amount of not to exceed \$225,000,000. The Bonds shall be designated as the “Lake Washington School District No. 414, King County, Washington, Unlimited Tax General Obligation [and Refunding] Bonds, [2016][2017]”; with such additional designation as may be set forth in the Purchase Contract if the Bonds are sold in more than one series; shall be dated as of the date of their initial delivery; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, provided that no Bond shall represent more than one maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall bear interest from their date payable on the First Interest Payment Date and thereafter on the first days of each June and December at rates set forth in the applicable Purchase Contract; and shall mature in the years and in the principal amounts set forth in the applicable Purchase Contract and as approved by the Designated Representative pursuant to Section 10 of this resolution.

Section 3. Registration, Payment and Transfer.

(a) *Bond Registrar/Bond Register.* The District hereby requests that the Treasurer specify and adopt the system of registration and transfer for the Bonds approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agencies. The District shall cause a bond register to be maintained by the Bond Registrar. So

long as any Bonds remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration of transfer of Bonds at its principal corporate trust office. The Bond Registrar may be removed at any time at the option of the Treasurer upon prior notice to the Bond Registrar, DTC, each entity entitled to receive notice pursuant to Section 12 of this resolution, and a successor Bond Registrar appointed by the Treasurer. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar under this resolution. The Bond Registrar is authorized, on behalf of the District, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this resolution and to carry out all of the Bond Registrar's powers and duties under this resolution. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds.

(b) *Registered Ownership.* The District and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in Section 12 of this resolution), and neither the District nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 3(h) of this resolution, but such Bond may be transferred as herein provided. All such payments made as described in Section 3(h) shall be valid and shall satisfy and discharge the liability of the District upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letter of Representations.* To induce DTC to accept the Bonds of each series as eligible for deposit at DTC, the District has executed and delivered to DTC a Letter of Representations.

Neither the District nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice which is permitted or required to be given to Registered Owners under this resolution (except such notices as shall be required to be given by the District to the Bond Registrar or to DTC (or any successor depository), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held in fully-immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of “Cede & Co.”, as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds of each series in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Designated Representative pursuant to subsection (ii) below or such substitute depository’s successor; or (C) to any person as provided in subsection (iv) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding Bonds, together with a written request on behalf of the Designated Representative, issue a single new Bond for each series and maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the Designated Representative determines that it is in the best interest of the beneficial owners of the Bonds of a series that such owners be able to obtain such bonds in the form of Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully-immobilized form. The Designated Representative shall deliver a written request to the Bond Registrar, together with a supply of definitive Bonds, to issue Bonds of the same series as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds together with a written request on behalf of the Designated Representative to the Bond Registrar, new Bonds of

the same series shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.*

The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless such Bond is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same series, date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same series, date, maturity and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer or to exchange any Bond during the 15 days preceding the date any such Bond is to be redeemed.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of Bonds.

(g) *Registration Covenant.* The District covenants that, until all Bonds have been surrendered and cancelled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

(h) *Place and Medium of Payment.* The principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a 360-day year and twelve 30-day months. For so long as all Bonds of a series are in fully-immobilized form, such payments of principal and interest thereon shall be made as provided in the operational arrangements of DTC as referred to in the Letter of Representations.

In the event that the Bonds of a series are no longer in fully-immobilized form, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners of the Bonds of that series at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding the interest payment date. Principal of the Bonds of that series shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar.

If any Bond shall be duly presented for payment and funds have not been duly provided by the District on such applicable date, then interest shall continue to accrue thereafter on the unpaid principal thereof at the rate stated on such Bond until such Bond is paid.

Section 4. Redemption and Purchase of Bonds.

(a) *Mandatory Redemption of Term Bonds and Optional Redemption, if any.* The Bonds of a series may be called for redemption at any time prior to scheduled maturity under terms approved by the Designated Representative in the Purchase Contract pursuant to

Section 10 of this resolution; provided that the Bonds of any series may not be subject to optional redemption earlier than five years from date of issuance.

(b) *Selection of Bonds for Redemption.* As long as the Bonds of a series are held in book-entry only form, the selection of Bonds within a series and maturity to be redeemed shall be made in accordance with the operational arrangements in effect at DTC. If the Bonds are no longer held in uncertificated form, the selection of such Bonds and maturity to be redeemed shall be made as provided in this subsection (b). If the District redeems at any one time fewer than all of the Bonds having the same series and maturity date, the particular Bonds or portions of Bonds of such series and maturity to be redeemed shall be selected by lot (or in such other manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a series and denomination greater than \$5,000, the District and Bond Registrar shall treat each such Bond as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. In the event that only a portion of the principal sum of a Bond is redeemed, upon surrender of the such Bond at the principal office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like series, maturity and interest rate in any of the denominations herein authorized. If Bonds of a series are called for optional redemption, portions of the principal amount of such Bonds, in installments of \$5,000 or any integral multiple of \$5,000, may be redeemed. If less than all of the principal amount of any Bond of a series is redeemed, upon surrender of such Bond at the principal office of the Bond Registrar there shall be issued to the registered owner, without charge therefor, for the then unredeemed balance of

the principal amount thereof, a new Bond or Bonds, at the option of the Registered Owner, of like series, maturity and interest rate in any denomination authorized by this resolution.

(c) *Purchase of Bonds.* The District reserves the right to purchase any of the Bonds offered to the District at any time at a price deemed reasonable by the Designated Representative.

(d) *Notice of Redemption.*

(1) Official Notice. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any such redemption, which notice may be conditional, shall be given by the Bond Registrar on behalf of the District by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

(A) the redemption date,
(B) the redemption price,
(C) if fewer than all outstanding Bonds of a series are to be redeemed, the identification by series and maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(D) that (unless the notice of redemption is a conditional notice, in which case the notice shall state that interest shall cease to accrue from the redemption date if and to the extent that funds have been provided to the Bond Registrar for the redemption of Bonds of the series being redeemed) on the redemption date the redemption price will become

due and payable upon each such Bond of that series or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(E) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar.

On or prior to any redemption date (if the conditions to redemption have been met), the District shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

(2) Effect of Notice; Bonds Due. Unless the District has revoked a notice of redemption (or unless the District provided a conditional notice and the conditions for redemption set forth therein are not satisfied), official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same series and maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

(3) Additional Notice. In addition to the foregoing notice, further notice may be given by the District as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call

for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest, if any, borne by each Bond being redeemed; (D) the series and maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 15 days before the redemption date to each party entitled to receive notice pursuant to Section 12 of this resolution, and to each Underwriter or to its business successor, if any, and to such persons and with such additional information as the Designated Representative shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) CUSIP Number. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(5) Amendment of Notice Provisions. The foregoing notice provisions of this Section 4, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 5. Form of Bonds. The Bonds shall be in substantially the following form:

WASHINGTON STATE SCHOOL DISTRICT CREDIT ENHANCEMENT PROGRAM

Payment of principal of and interest on this bond, when due, is guaranteed by the full faith, credit and taxing power of the STATE OF WASHINGTON under the provisions of the Washington State School District Credit Enhancement Program.

STATEMENT OF INSURANCE (if any)

UNITED STATES OF AMERICA

NO. _____

\$ _____

STATE OF WASHINGTON

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

KING COUNTY

UNLIMITED TAX GENERAL OBLIGATION [AND REFUNDING] BOND, [2016][2017]

INTEREST RATE:

MATURITY DATE:

CUSIP NO.:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

LAKE WASHINGTON SCHOOL DISTRICT NO. 414, KING COUNTY, WASHINGTON, (the "District"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from _____, [2016][2017], or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on the first days of each June and December, commencing on _____. Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company ("DTC") referred to in the Blanket Issuer Letter of Representations (the "Letter of Representations") from the District to DTC. Initially, the Finance and Business Operations Division of the Department of Executive Services of King County, as *ex officio* treasurer of the District (the "Treasurer") has specified and adopted the registration system for the bonds of this issue specified by the State Finance Committee, and the fiscal agent of the State will act as registrar, paying agent and authenticating agent (the "Bond Registrar").

This bond is one of an authorized issue of bonds of like date and tenor, except as to number, amount, rate of interest and date of maturity in the aggregate principal amount of \$_____, and is issued pursuant to Resolution No. 2213 the ("Bond Resolution") passed by the Board on June 20, 2016[to provide funds to rebuild, equip, modernize and make certain capital improvements to the facilities of the school district as authorized by resolution of the Board of Directors and approved by the qualified electors of the District at a special election held therein on April 26, 2016,][and for the purpose of refunding certain outstanding general obligation debt of the District.] Capitalized terms used in this bond have the meanings given such terms in the Bond Resolution.

The bonds of this issue are subject to redemption prior to their stated maturities as provided in the Purchase Contract.

The bonds of this issue are not “private activity bonds” as such term is defined in the Internal Revenue Code of 1986, as amended (the “Code”). The bonds of this issue are [not] “qualified tax-exempt obligations” under Section 265(b) of the Code for banks, thrift institutions and other financial institutions.

The District has irrevocably covenanted that it will levy taxes annually upon all the taxable property in the District without limitation as to rate or amount and in amounts sufficient, with other monies legally available therefor, to pay the principal of and interest on the bonds of this issue as the same shall become due. The full faith, credit and resources of the District are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest. The pledge of tax levies may be discharged prior to maturity of the bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Resolution authorizing their issuance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the District may incur.

IN WITNESS WHEREOF, Lake Washington School District No. 414, King County, Washington, has caused this bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and the seal of the District to be impressed, imprinted or otherwise reproduced hereon as of this ___ day of _____, [2016][2017].

LAKE WASHINGTON SCHOOL
DISTRICT NO. 414, KING COUNTY,
WASHINGTON,

By _____ /s/ manual or facsimile
President, Board of Directors

ATTEST:

/s/ manual or facsimile
Secretary, Board of Directors

The Bond Registrar’s Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This is one of the Unlimited Tax General Obligation [and Refunding] Bonds, [2016][2017] of the Lake Washington School District No. 414, King County, Washington, dated _____, [2016][2017], as described in the Bond Resolution.

WASHINGTON STATE FISCAL AGENT,
Registrar

By _____
Authorized Signer

In the event any Bonds of a series are no longer in fully immobilized form, the form of such Bonds may be modified to conform to printing requirements and the terms of this resolution.

Section 6. Execution of Bonds. The Bonds shall be executed on behalf of the District with the manual or facsimile signatures of the President and Secretary of its Board of Directors and the seal of the District to be impressed, imprinted or otherwise reproduced hereon.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case either of the officers who shall have executed the Bonds shall cease to be officer or officers of the District before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the District, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the District as though those who signed the same had continued to be such officers of the

District. Any Bond may also be signed and attested on behalf of the District by such persons who are at the actual date of delivery of such Bond the proper officers of the District although at the original date of such Bond any such person shall not have been such officer of the District.

Section 7. Pledge of Taxes and Credit. The District hereby irrevocably covenants that, unless the principal of and interest on the Bonds are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the District subject to taxation in amounts sufficient to pay such principal and interest as the same shall become due and will pay the same into the Debt Service Fund. The full faith, credit and resources of the District are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

Section 8. Defeasance. In the event that money and/or Government Obligations, maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to redeem and retire part or all of the Bonds in accordance with their terms, are set aside in a special account of the District to effect such redemption and retirement, and such moneys and the principal of and interest on such Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Debt Service Fund for the payment of the principal of and interest on the Bonds so provided for, and such Bonds shall cease to be entitled to any lien, benefit or security of this resolution except the right to receive the moneys so set aside and pledged, and such Bonds shall be deemed not to be outstanding hereunder.

The Bond Registrar shall provide notice of defeasance of Bonds to Registered Owners and to each party entitled to receive notice in accordance with Section 12 of this resolution.

Section 9. Tax Covenants.

(a) *Arbitrage Covenant.* The District hereby covenants that it will not make any use of the proceeds of sale of the Bonds of a series or any other funds of the District which may be deemed to be proceeds of such Bonds pursuant to Section 148 of the Code which will cause the Bonds of that series to be “arbitrage bonds” within the meaning of said section and said Regulations. The District will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bonds of each series) and the applicable Regulations thereunder throughout the term of the Bonds.

(b) *Private Person Use Limitation for Bonds.* The District covenants that for as long as the Bonds of a series are outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Bonds of that series to be allocated to any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Bonds of that series in a Bond Year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the District) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The District further covenants that, if:

(3) More than five percent of the Net Proceeds of the Bonds of that series are allocable to any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Bonds of that series in a Bond Year are (under the terms of this resolution or any underlying

arrangement) directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the District) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use as described in subsection (3) hereof or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the projects financed or refinanced with proceeds of the Bonds of that series, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bonds of that series used for the state or local governmental use portion of the projects to which the Private Person Use of such portion of such projects relates. The District further covenants that it will comply with any limitations on the use of the projects by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Bonds of that series. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bonds of each series.

(c) *Designation Under Section 265 of the Code.* The Bonds of each series issued in 2016 are not qualified tax-exempt obligations under Section 265 of the Code. With respect to Bonds of a series, if any, issued in 2017, the Designated Representative is authorized to determine whether such Bonds will be designated as qualified tax-exempt obligations under Section 265 of the Code, which designation may be made in the preliminary and final official statements with respect to the Bonds of a series.

Section 10. Designation of Refunded Bonds; Sale of Bonds.

(a) *Designation of Refunded Bonds.* As outlined in Section 2 of this resolution, the Refunding Candidates may be called for redemption prior to their scheduled maturities. All or some of the Refunding Candidates may be refunded with the proceeds of the Refunding Bonds authorized by this resolution. The Designated Representative may select some or all of the Refunding Candidates and designate those Refunding Candidates as Refunded Bonds with respect to a series in a Purchase Contract if and to the extent that the net present value aggregate savings with respect to the Refunded Bonds to be realized as a result of the refunding after payment of all allocable costs of issuance is at least equal to the Savings Target.

(b) *Bond Sale.* The Bonds of each series shall be sold by negotiated sale to the Underwriter[s] pursuant to the terms of the Purchase Contract. The Designated Representative is hereby authorized to negotiate terms for the purchase of the Bonds of each series and execute the Purchase Contract, with such terms as are approved by the Designated Representative pursuant to this section (including the designation of the Refunded Bonds) and consistent with this resolution. This Board of Directors has been advised that market conditions are fluctuating and, as a result, the most favorable market conditions may occur on a day other than a regular meeting date of the Board of Directors. The Board of Directors has determined that it would be in the best interest of the District to delegate to the Designated Representative for a limited time the authority to designate the Refunded Bonds and to approve the number of series, final interest rates, maturity dates (with the Refunding Bonds maturing not later than the final maturity of the Refunded Bonds within that series), aggregate principal amount(s), principal amounts and prices of each maturity (within the parameters required to achieve the Savings Target), redemption rights and other terms and conditions of the Bonds of a series. The Designated Representative is

hereby authorized to designate the Refunded Bonds and to approve the number of series, final interest rates, maturity dates (with respect to the Refunding Bonds, not later than the final maturity of the Refunded Bonds within that series), aggregate principal amount(s), principal amounts and prices of each maturity within a series (within the parameters required to achieve the Savings Target, as the case may be) and redemption rights for the Bonds (provided that Bonds of a series may not be subject to optional redemption earlier than five years from date of issue) in the manner provided hereafter so long as (i) the aggregate principal amount of the Improvement Bonds and the Refunding Bonds issued pursuant to this resolution does not exceed the maximum principal amounts, respectively, set forth in Section 2, (ii) so long as the Savings Target is met (as described in subsection (a) of this Section 10) with respect to the Refunded Bonds, and (iii) the true interest cost for the Bonds of each series does not exceed 5.00%.

In designating the Refunded Bonds and determining the number of series, final interest rates, maturity dates (with respect to the Refunding Bonds not later than the final maturity of the Refunded Bonds of that series), aggregate principal amount(s), principal amounts and prices of each maturity within a series (and as applicable within the parameters required to achieve the Savings Target), the Designated Representative, in consultation with District staff, shall take into account those factors that, in his judgment, will result in the lowest true interest cost on the Bonds of a series to their maturity, including, but not limited to current financial market conditions and current interest rates for obligations comparable in tenor and quality to the Bonds of that series. Subject to the terms and conditions set forth in this section, the Designated Representative is hereby authorized to execute the final form of the Purchase Contract. Following the execution of the Purchase Contract, staff shall provide a report to the Board of Directors, describing the final terms of the Bonds of each series approved pursuant to the

authority delegated in this section. The authority granted to the Designated Representative by this section shall expire on June 20, 2017. If a Purchase Contract for the Bonds of a series has not been executed by June 20, 2017, the authorization for the issuance of such Bonds shall be rescinded, and such Bonds shall not be issued nor their sale approved unless such Bonds of that series shall have been re-authorized by resolution of the Board of Directors. The resolution reauthorizing the issuance and sale of the Bonds may be in the form of a new resolution repealing this resolution in whole or in part (only with respect to the Bonds not issued) or may be in the form of an amendatory resolution approving a Purchase Contract or establishing terms and conditions for the authority delegated under this section.

(c) *Delivery; Documentation.* Upon the adoption of this resolution, the proper officials of the District including the Designated Representative, are authorized and directed to undertake all other actions necessary for the prompt execution and delivery of the Bonds of each series to the Underwriter[s] and further to execute all closing certificates and documents required to effect the closing and delivery of the Bonds of each series in accordance with the terms of the Purchase Contract.

The Designated Representative and other District officials, agents and representatives are hereby authorized and directed to do everything necessary for the prompt issuance, execution and delivery of the Bonds of each series to the Underwriter[s] and for the proper application and use of the proceeds of sale of the Bonds of each series. In furtherance of the foregoing, the Designated Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including Underwriter's discount, the fees and expenses specified in the Purchase Contract, including fees and expenses of Underwriter and other retained services, including Bond Counsel, rating agencies, fiscal agency, escrow agent, verification agent,

financial advisory services, escrow structuring services and other expenses customarily incurred in connection with issuance and sale of bonds. If a series of Bonds includes Refunding Bonds, the disbursement of Bond proceeds to pay certain costs of issuance may be made by the Escrow Agent under the terms set forth in the Costs of Issuance Agreement.

(d) *Preliminary and Final Official Statements.* The Designated Representative is hereby authorized to review and approve on behalf of the District the preliminary and final Official Statements relative to the Bonds of each series with such additions and changes as may be deemed necessary or advisable. The Designated Representative is hereby further authorized to deem final the preliminary Official Statement for each series for purposes of the Commission's Rule 15c2-12. The proper District officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bonds of each series to the Underwriter[s] and for the proper application and use of the proceeds of sale thereof.

Section 11. Application of Improvement Bond and Refunding Bond Proceeds; Refunding Procedures.

(a) *Improvement Bonds.* From the money derived from the sale of the Improvement Bonds;

(1) at the direction of the Designated Representative, all or any portion of the net premium (premium minus costs of issuance) may be deposited in the Debt Service Fund and used to pay capitalized interest on the Improvement Bonds coming due on next upcoming interest payment dates (or in the alternative, such net premium may be deposited in the Capital Projects Fund and applied as a portion of the bond authorization approved in the Election Resolution); and

(2) the balance of the proceeds of the Improvement Bonds and any premium determined by the Designated Representative to be applied toward the voter authorization from the Election Resolution shall be deposited in the Capital Projects Fund and shall be expended solely to pay the allocable cost of issuing and selling the Improvement Bonds and constructing, equipping, modernizing and making other capital improvements to the facilities of the District authorized by the Election Resolution. If a series of Bonds includes Refunding Bonds, the costs of issuance for the Improvement Bonds may be paid under the Costs of Issuance Agreement.

None of the proceeds of the Improvement Bonds shall be used for the replacement of equipment or for any purpose other than a capital purpose.

Proceeds of the Improvement Bonds may be invested by the Treasurer at the direction of the District in any legal investment for funds of school districts in the State of Washington.

(b) *Refunding Bonds.* From the money derived from the sale of the Refunding Bonds;

(1) Application of Refunding Bond Proceeds. The net proceeds of sale of the Refunding Bonds shall be remitted to the Escrow Agent and shall be used immediately upon receipt thereof to defease the Refunded Bonds and, at the option of the Designated Representative, to pay related costs of issuance. The Escrow Agent shall purchase certain Government Obligations (which obligations so purchased, are herein called “Acquired Obligations”), bearing such interest and maturing as to principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of:

(A) Interest on the Refunded Bonds as such interest becomes due on and prior to the Call Date; and

(B) The redemption price (100% of par) of the Refunded Bonds on the Call Date.

If the Refunding Bonds are an advance refunding, such Acquired Obligations shall be purchased at a yield not greater than the yield permitted by the Code and regulations relating to acquired obligations in connection with refunding bond issues.

(2) Escrow Agent; Escrow Agreement and Costs of Issuance Agreement.

U.S. Bank National Association is hereby appointed to serve as the Escrow Agent for the Refunded Bonds (the (“Escrow Agent”). A beginning cash balance, if any, and Acquired Obligations shall be deposited irrevocably with the Escrow Agent in an amount sufficient to defease the Refunded Bonds. The proceeds of the Refunding Bonds remaining after acquisition of the Acquired Obligations and provision for the necessary beginning cash balance shall be utilized to pay expenses of the acquisition and safekeeping of the Acquired Obligations and expenses of the issuance of the Refunding Bonds. The Designated Representative is authorized and directed to execute and deliver to the Escrow Agent an Escrow Deposit Agreement substantially in the form attached to this resolution as Exhibit A and a Costs of Issuance Agreement substantially in the form attached to this resolution as Exhibit B with such changes or modifications to each as the Designated Representative, with the advice of bond counsel to the District, considers necessary or advisable.

(3) Redemption. The District hereby irrevocably sets aside sufficient funds out of the purchase of Acquired Obligations from proceeds of the Refunding Bonds to make the payments described in subsection (a) of this resolution.

The District hereby irrevocably calls the Refunded Bonds for redemption on their Call Date in accordance with the provisions of the 2008 Bond Resolution authorizing the redemption

and retirement of the Refunded Bonds prior to their fixed maturities. Said defeasance and call for redemption of the Refunded Bonds shall be irrevocable after the issuance of the Refunding Bonds and delivery of the Acquired Obligations to the Escrow Agent.

The Escrow Agent is hereby authorized and directed to provide for the giving of notices of the defeasance and the redemption of the Refunded Bonds in accordance with the 2008 Bond Resolution. The Treasurer is authorized and requested to provide whatever assistance is necessary to accomplish such redemption and the giving of notices therefor. The costs of publication of such notices shall be an expense of the District.

The District will take such actions as are found necessary to see that all necessary and proper fees, compensation and expenses of the Escrow Agent for the Refunded Bonds shall be paid when due.

The District hereby irrevocably sets aside for and pledges to the payment of the Refunded Bonds the moneys and obligations to be deposited with the Escrow Agent pursuant to the Escrow Agreement to accomplish the plan of refunding and defeasance of the Refunded Bonds set forth herein and in the Escrow Agreement. When all of the Refunded Bonds shall have been redeemed and retired, the District may cause any remaining money received from the Escrow Agent to be transferred to the Debt Service Fund for the purposes set forth above.

(4) Application of Increased Principal. The District hereby allocates the increased principal amount of the Refunding Bonds of a series (the aggregate principal amount of the Refunding Bonds in excess of the principal amount of the Refunded Bonds) to the principal represented by the earliest maturing Refunding Bonds of that series.

Section 12. Undertaking to Provide Ongoing Disclosure.

(a) *Contract/Undertaking.* This section constitutes the District's written undertaking for the benefit of the owners of the Bonds of a series as required by Section (b)(5) of the Rule.

(b) *Financial Statements/Operating Data.* The District agrees to provide or cause to be provided to the Municipal Securities Rulemaking Board ("MSRB"), the following annual financial information and operating data for the prior fiscal year (commencing with the fiscal year following the fiscal year in which a series of Bonds is issued; e.g., if a series of Bonds is issued prior to August 31, 2016, the first annual report would be due on or prior to May 31, 2018):

1. Annual financial statements, which statements maybe or may not be audited, showing ending fund balances for the District's general fund prepared in accordance with the Budgeting Accounting and Reporting System prescribed by the Superintendent of Public Instruction and the Washington State Auditor under RCW 28A.505.020, RCW 28A.505.090, RCW 28A.505.140 and RCW 43.09.200 (or any successor statutes) and generally of the type included in the official statement for the Bonds of a series under the headings "Statement of Revenues, Expenditures and Changes in General Fund Balance" and "Income Statement of Revenues, Expenditures and Changes in Debt Service Fund Balance";

2. The assessed valuation of taxable property in the District;
3. Ad valorem taxes due;
4. Property tax levy rates per \$1,000 of assessed valuation; and
5. Outstanding general obligation debt of the District.

The information and data described above shall be provided on or before nine months after the end of the District's fiscal year. The District may adjust such date if the District

changes its fiscal year by providing written notice of the change of fiscal year and the new reporting date to the MSRB. In lieu of providing such annual financial information and operating data, the District may cross-reference to other documents available to the public on the MSRB's internet website and, if such document is a final official statement within the meaning of the Rule, available from the MSRB.

If not provided as part of the annual financial information discussed above, the District shall provide the District's audited annual financial statement prepared in accordance with regulations prescribed by the Superintendent of Public Instruction and the State Auditor pursuant to RCW 28A.505.020, RCW 28A.505.090, RCW 28A.505.140 and RCW 43.09.200 (or any successor statutes), when and if available, to the MSRB.

(c) *Listed Events.* The District agrees to provide notice of the following material events not in excess of ten business days after the occurrence of the event:

- Principal and interest payment delinquencies;
- Non-payment related defaults, if material;
- Unscheduled draws on debt service reserves reflecting financial difficulties;
- Unscheduled draws on credit enhancements reflecting financial difficulties;
- Substitution of credit or liquidity providers, or their failure to perform;
- Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- Modifications to the rights of Bondholders, if material;
- Bond calls, if material, and tender offers;
- Defeasances;
- Release, substitution, or sale of property securing repayment of the Bonds, if material;
- Rating changes;
- Bankruptcy, insolvency, receivership or similar event of the District;
- The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- Appointment of a successor or additional trustee or the change of name of a trustee, if material.

Solely for purposes of information, and not intending to modify this undertaking, the District advises that there is no property securing repayment of the Bonds, and there is no debt service reserve fund or account for the Bonds, as the District lacks legal authority for either measure. If further changes in the law permit such measures, and if the District subsequently chooses to establish such reserves or provide such property as security for the Bonds, the District will provide notice of such establishment or provision and undertake to provide notices of material events relating thereto, should such events occur. The District shall promptly determine whether the events described above are material.

(d) *Notification Upon Failure to Provide Financial Data or Listed Events.* The District agrees to provide or cause to be provided, in a timely manner to the MSRB, notice of its failure to provide the annual financial information described in subsection (b) above on or prior to the date set forth in subsection (b) above.

(e) *Format for Filings with the MSRB.* All notices, financial information and operating data required by this undertaking to be provided to the MSRB must be in an electronic format as prescribed by the MSRB. All documents provided to the MSRB pursuant to this undertaking must be accompanied by identifying information as prescribed by the MSRB.

(f) *Termination/Modification.* The District's obligations to provide annual financial information and notices of listed events shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds of the applicable series. This section, or any provision hereof, shall be null and void if the District (1) obtains an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds of the applicable series; and (2) notifies the MSRB of such opinion and the cancellation of this section. Notwithstanding any other provision of this resolution, the District may amend this Section 12 and any provision of this Section 12 may be waived with an approving opinion of nationally recognized bond counsel.

In the event of any amendment of or waiver of a provision of this Section 12, the District shall describe such amendment in the next annual report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the

accounting principles to be followed in preparing financial statements, (I) notice of such change shall be given in the same manner as for a material event under Subsection (c), and (II) the annual report for the year in which the change is made should present a comparison (in narrative form and also, if practical, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(g) *Bond Owner's Remedies Under This Section.* A Bond owner's right to enforce the provisions of this section shall be limited to a right to obtain specific enforcement of the District's obligations hereunder, and any failure by the District to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds under this resolution. For purposes of this section, "beneficial owner" means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding the Bonds through nominees or depositories.

Section 13. Bond Insurance. The Designated Representative is hereby also authorized to consider proposals from bond insurers and determine whether the use of bond insurance is economically advantageous to the District. If the Designated Representative determines to obtain bond insurance, the Designated Representative is authorized to execute a commitment for insurance.

Section 14. Credit Enhancement Program. The Board by Election Resolution No. 2205 has requested that the State Treasurer issue a certificate of eligibility in favor of the District for participation by the District in the Credit Enhancement Program with respect to the Improvement Bonds. The Board of Directors hereby requests that the State Treasurer issue a certificate of eligibility for the Refunding Bonds to the District in order to permit the District to

participate in the Program with respect to the Refunding Bonds, and has authorized and directed the Designated Representative to submit such applications, resolutions and certifications as shall be required by the State Treasurer in review of the District's request for participation.

Section 15. Severability. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the District shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

Section 16. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Directors of Lake Washington School District No. 414, King County, Washington, at a regular meeting thereof held this 20th day of June, 2016.

LAKE WASHINGTON SCHOOL
DISTRICT NO. 414, KING COUNTY,
WASHINGTON

President and Director

Director

Director

Director

Director

ATTEST:

Secretary of the Board

EXHIBIT A

ESCROW DEPOSIT AGREEMENT

**LAKE WASHINGTON SCHOOL DISTRICT NO. 414
KING COUNTY, WASHINGTON**

UNLIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, 201[]

THIS ESCROW AGREEMENT, dated as of _____, 201[] (herein, together with any amendments or supplements hereto, called the “Agreement”), is entered into by and between the LAKE WASHINGTON SCHOOL DISTRICT NO. 414, KING COUNTY, WASHINGTON, (herein called the “District”) and U.S. BANK NATIONAL ASSOCIATION, SEATTLE, WASHINGTON as Escrow Agent (herein, together with any successor in such capacity, called the “Escrow Agent”). The notice addresses of the District, the District Treasurer and the Escrow Agent are shown on Annex 1 attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the District has issued and there presently remain outstanding the obligations described in Exhibit B (the “Refunded Bonds”); and

WHEREAS, pursuant to Resolution No. 2213 adopted on June 20, 2016 (the “Bond Resolution”), the District has determined to issue its Unlimited Tax General Obligation and Refunding Bonds, 201[] (the “Bonds”) for the purpose of providing funds to pay the costs of refunding the Refunded Bonds; and

WHEREAS, the Escrow Agent has reviewed this Agreement and the Bond Resolution, and is willing to serve as Escrow Agent; and

WHEREAS, the Bonds have been duly authorized to be issued, sold, and delivered for the purpose of obtaining the funds required to provide for the payment of the redemption price of the Refunded Bonds as shown on Exhibit C; and

WHEREAS, pursuant to the Bond Resolution, the Refunded Bonds have been designated for redemption prior to their scheduled maturity dates and, after provision is made for such redemption, the Refunded Bonds will come due in the amount and at the time set forth in Exhibit C; and

WHEREAS, the District desires that, concurrently with the delivery of the Bonds to the purchasers, the proceeds of the Bonds, together with certain other available funds of the District, shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as (the “Escrowed Securities”) for deposit to the credit of the Refunding Account and to establish a beginning cash balance (if needed) in the Refunding Account; and

WHEREAS, when Escrowed Securities have been deposited with the Escrow Agent for the payment of all principal and interest of the Refunded Bonds when due, then the Refunded

Bonds shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, [Grant Thornton LLP] has prepared a verification report dated _____, 201_ (the “Verification Report”) relating to the sources and uses of funds available to accomplish the refunding of the Refunded Bonds, the investment of such funds and the adequacy of such funds and investments to provide for the payment of the debt service due on the Refunded Bonds; and

WHEREAS, simultaneously herewith, the District is entering into a Costs of Issuance Agreement with the Escrow Agent to provide for the payment of costs of issuance relating to the Bonds;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby are acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Bonds, the District and the Escrow Agent mutually undertake, promise and agree for themselves and their respective representatives and successors, as follows:

Article 1. Definitions

Section 1.1. Definitions.

Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

District Treasurer means the Finance and Business Operations Division of the Department of Executive Services of King County, as *ex officio* treasurer of the District, or any successor to the functions of the Treasurer.

Escrowed Securities means the noncallable Government Obligations described in Exhibit D, or cash or other noncallable obligations substituted therefor pursuant to Section 4.2 of this Agreement.

Government Obligations means direct, noncallable (a) United States Treasury Obligations, (b) United States Treasury Obligations - State and Local Government Series, (c) non-prepayable obligations which are unconditionally guaranteed as to full and timely payment of principal and interest by the United States of America or (d) REFCORP debt obligations unconditionally guaranteed by the United States.

Paying Agent means the fiscal agent of the state of Washington, as the paying agent for the Refunded Bonds.

Refunding Account means the fund created by this Agreement to be established, held and administered by the Escrow Agent pursuant to the provisions of this Agreement.

Section 1.2. Other Definitions.

The terms “Agreement,” “Bonds,” “District,” “Escrow Agent,” “Bond Resolution,” “Verification Report”, and “Refunded Bonds” when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.3. Interpretations.

The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

Article 2. Deposit of Funds and Escrowed Securities

Section 2.1. Deposits in the Refunding Account.

Concurrently with the sale and delivery of the Bonds the District shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Refunding Account, the funds sufficient to purchase the Escrowed Securities described in Exhibit D, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the District in writing.

Article 3. Creation and Operation of Refunding Account

Section 3.1. Refunding Account.

The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the Refunding Account. The Escrow Agent agrees that upon receipt it will deposit to the credit of the Refunding Account the funds and the Escrowed Securities described in Exhibit D. Such deposit, all proceeds therefrom, and all cash balances on deposit therein (a) shall be the property of the Refunding Account, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.2. When the final transfers have been made for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Refunding Account shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal and Interest.

The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent from the cash balances on deposit in the Refunding Account, the amounts required to pay the principal of the Refunded Bonds at their redemption date and interest thereon to such redemption date in the amounts and at the times shown in Exhibit C.

Section 3.3. Sufficiency of Refunding Account.

The District represents that, based upon the information provided in the Verification Report, the receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from in the Refunding Account will be at all times sufficient to provide money for transfer to the Paying Agent at the time and in the amount required to pay the interest on the Refunded Bonds and the principal of the Refunded Bonds on the redemption date, all as more fully set forth in Exhibit E. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Refunding Account shall be insufficient to transfer the amounts required by the Paying Agent to make the payments set forth in Section 3.2, the District shall timely deposit in the Refunding Account, from any funds that are lawfully available for such payment, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Refunding Account or the District's failure to make additional deposits.

Section 3.4. Trust Fund.

The Escrow Agent shall hold at all times the Refunding Account, the Escrowed Securities and all other assets of the Refunding Account, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Refunding Account to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Refunding Account only as set forth herein. The Escrowed Securities and other assets of the Refunding Account shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Bonds; and a special account shall at all times be maintained on the books of the Escrow Agent. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right to title with respect thereto except as an agent and Escrow Agent under the terms of this Agreement.

Article 4. Limitation on Investments

Section 4.1. Investments.

Except for the initial investment in the Escrowed Securities, and except as provided in Section 4.2, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer, or otherwise dispose of the Escrowed Securities.

Section 4.2. Substitution of Securities.

At the written request of the District, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall utilize cash balances in the Refunding Account, or sell, transfer, otherwise dispose of or request the redemption of the Escrowed Securities and apply the proceeds therefrom to purchase Refunded Bonds or Government Obligations which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (a) the Escrow Agent shall have received a written opinion from a firm of certified public accountants that such transaction will not cause the amount of money and securities in the Refunding Account to be reduced below an amount sufficient to provide for the full and timely payment of principal of and interest on all of the remaining Refunded Bonds as they become due, taking into account any optional redemption thereof exercised by the District in connection with such transaction; and (b) the Escrow Agent shall have received the unqualified written legal opinion of its bond counsel or tax counsel to the effect that such transaction will not cause any of the Bonds or Refunded Bonds to be an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

Article 5. Application of Cash Balances

Section 5.1. In General.

Except as provided in Section 2.1, 3.2 and 4.2 hereof, no withdrawals, transfers or reinvestment shall be made of cash balances in the Refunding Account. Cash balances shall be held by the Escrow Agent in United States currency as cash balances as shown on the books and records of the Escrow Agent and, except as provided herein, shall not be reinvested by the Escrow Agent; provided, however, a conversion to currency shall not be required (i) for so long as the Escrow Agent’s internal rate of return does not exceed 20%, or (ii) if the Escrow Agent’s internal rate of return exceeds 20%, the Escrow Agent receives a letter of instructions, accompanied by the opinion of nationally recognized bond counsel, approving the assumed reinvestment of such proceeds at such higher yield.

Article 6. Redemption of Refunded Bonds

Section 6.1. Call for Redemption.

The District hereby irrevocably calls the Refunded Bonds for redemption on their earliest redemption date, as shown on Appendix A attached hereto.

Section 6.2. Notice of Redemption/Notice of Defeasance.

The Escrow Agent agrees to give a notice of defeasance and a notice of the redemption of the Refunded Bonds to the Paying Agent for dissemination in accordance with the terms of the resolutions of the District authorizing issuance of the Refunded Bonds and in substantially the forms attached hereto as Appendices A and B to the Paying Agent for distribution as described therein. The notice of defeasance shall be given immediately following the execution of this

Agreement, and the notice of redemption shall be given in accordance with the ordinance or resolution authorizing the Refunded Bonds. The Escrow Agent hereby certifies that provision satisfactory and acceptable to the Escrow Agent has been made for the giving of notice of redemption of the Refunded Bonds.

Article 7. Records and Reports

Section 7.1. Records.

The Escrow Agent will keep books of record and account in which complete and accurate entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Refunding Account and all proceeds thereof, and such books shall be available for inspection during business hours and after reasonable notice.

Section 7.2. Reports.

While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the District a written report summarizing all transactions relating to the Refunding Account during the preceding year, including, without limitation, credits to the Refunding Account as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Refunding Account for payments on the Refunded Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Refunding Account as of the end of such period.

Article 8. Concerning the Escrow Agent

Section 8.1. Representations.

The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 8.2. Limitation on Liability.

The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Refunding Account. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Refunding Account or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the District promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Bonds shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent.

It is the intention of the parties that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Refunding Account, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the District at any time.

Section 8.3. Successor Escrow Agents.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as Escrow Agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the District, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the District within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the District, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section within three months after a vacancy shall have occurred, the owner of any Refunded Bond may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$100,000,000 and subject to the supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the District and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The obligations assumed by the Escrow Agent pursuant to this Agreement may be transferred by the Escrow Agent to a successor Escrow Agent if (a) the requirements of this Section 8.4 are satisfied; (b) the successor Escrow Agent has assumed all the obligations of the Escrow Agent under this Agreement; and (c) all of the Escrowed Securities and money held by the Escrow Agent pursuant to this Agreement have been duly transferred to such successor Escrow Agent.

Article 9. Miscellaneous

Section 9.1. Notice.

Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the District, the District Treasurer or the Escrow Agent at the address shown on Exhibit A attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

Section 9.2. Termination of Responsibilities.

Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the owners of the Refunded Bonds or to any other person or persons in connection with this Agreement.

Section 9.3. Binding Agreement.

This Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Bonds, the District, the Escrow Agent and their respective successors and legal representatives.

Section 9.4. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 9.5. Washington Law Governs.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the state of Washington.

Section 9.6. Time of the Essence.

Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 9.7. Notice to Moody's and Standard and Poor's.

In the event that this Agreement or any provision thereof is severed, amended or revoked, the District shall provide written notice of such severance, amendment or revocation to Moody's Investors Service at 7 World Trade Center at 250 Greenwich Street, New York, New York, 10007, Attention: Public Finance Rating Desk/Refunded Bonds, and Standard and Poor's at 55 Water Street, New York, New York, 10041.

Section 9.8. Amendments.

This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Bonds. No such amendment shall be made without first receiving written confirmation from the rating agencies, (if any) which have rated the Refunded Bonds that such administrative changes will not result in a withdrawal or reduction of its rating then assigned to the Refunded Bonds. If this Agreement is amended, prior written notice and copies of the proposed changes shall be given to the rating agencies which have rated the Refunded Bonds.

EXECUTED as of the date first written above.

**LAKE WASHINGTON SCHOOL DISTRICT
NO. 414
KING COUNTY, WASHINGTON**

Secretary, Board of Directors

U.S. BANK NATIONAL ASSOCIATION

Authorized Signatory

- Exhibit A - Addresses of the District, the District Treasurer and the Escrow Agent
- Exhibit B - Description of the Refunded Bonds
- Exhibit C - Schedule of Debt Service on Refunded Bonds
- Exhibit D - Escrow Deposit
- Exhibit E - Refunding Account Cash Flow
- Appendix A - Notice of Redemption for the 2008 Bonds
- Appendix B - Notice of Defeasance for the 2008 Bonds

EXHIBIT A
Addresses of the District, the District Treasurer and Escrow Agent

District: Lake Washington School District No. 414
16250 NE 74th Street
P.O. Box 97039
Redmond, WA 98073-7039
Attention: Deputy Superintendent and/or Director, Business Services

District Treasurer: King County Finance and Business Operations Division
Department of Executive Services
King County Administration Building
500 4th Avenue
Seattle, WA 98104-2337
Attention: Deputy Treasurer

Escrow Agent: U.S. Bank National Association
Global Corporate Trust Services PD-WA-T7CT
1420 Fifth Avenue, 7th Floor
Seattle, WA 98101
Attention: Assistant Vice President

EXHIBIT B
Description of the Refunded Bonds

Lake Washington School District No. 414
King County, Washington
Unlimited Tax General Obligation Bonds, 2008

Maturity Dates (December 1)	Principal Amounts	Interest Rates
2019	\$ 500,000	4.40%
2019	12,000,000	5.00
2020	6,400,000	5.00
2021	7,100,000	5.00
2022	6,100,000	5.00
2023	3,600,000	5.00
2024	2,000,000	5.00
2025	5,400,000	5.00
2026	10,000,000	5.00

EXHIBIT C
Schedule of Debt Service on Refunded Bonds

<u>Date</u>	<u>Interest</u>	<u>Principal/ Redemption Price</u>	<u>Total</u>
TOTAL	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____

EXHIBIT D
Escrow Deposit

I. Cash \$ _____

II. Other Obligations

<u>Description</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Yield</u>	<u>Total Cost</u>
		\$ _____	%	\$ _____
TOTAL		\$ _____ _____		\$ _____ _____

EXHIBIT E
Refunding Account Cash Flow

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Cash Balance
	\$	\$	\$	\$
	\$	\$	\$	
	\$	\$	\$	

			\$	

APPENDIX A-1
Notice of Redemption*
Lake Washington School District No. 414
King County, Washington
Unlimited Tax General Obligation Bonds, 2008

NOTICE IS HEREBY GIVEN that the Lake Washington School District No. 414, King County, Washington has called for redemption on December 1, 2018, its then outstanding Unlimited Tax General Obligation Bonds, 2008 (the “Bonds”).

The Bonds will be redeemed at a price of one hundred percent (100%) of their principal amount, plus interest accrued to December 1, 2018. The redemption price of the Bonds is payable on presentation and surrender of the Bonds at the office of:

U.S. Bank National Association
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Interest on all Bonds or portions thereof which are redeemed shall cease to accrue on December 1, 2018.

The following Bonds are being redeemed:

Maturity Years (December 1)	Principal Amounts	Interest Rates	CUSIP Nos.
2019	\$ 500,000	4.40%	495260VP3
2019	12,000,000	5.00	495260VY4
2020	6,400,000	5.00	495260VQ1
2021	7,100,000	5.00	495260VR9
2022	6,100,000	5.00	495260VS7
2023	3,600,000	5.00	495260VT5
2024	2,000,000	5.00	495260VU2
2025	5,400,000	5.00	495260VV0
2026	10,000,000	5.00	495260VW8

* This notice shall be given not more than 60 nor less than 30 days prior to December 1, 2018 by first-class mail to each registered owner of the Refunded Bonds. In addition notice shall be mailed at least 35 days prior to December 1, 2018 to The Depository Trust Company of New York, New York; U.S. Bank National Association, as Fiscal Agent; Moody’s; Standard and Poor’s; D.A. Davidson & Co.; and to the Municipal Securities Rulemaking Board.

By Order of Lake Washington School District No. 414, King County, Washington

U.S. Bank National Association, as Paying Agent

Dated: _____.

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act") unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your Bonds.

APPENDIX B-1*
Notice of Defeasance
Lake Washington School District No. 414
King County, Washington
Unlimited Tax General Obligation Bonds, 2008

NOTICE IS HEREBY GIVEN to the owners of that portion of the above captioned bonds with respect to which, pursuant to an Escrow Agreement dated _____, 201[_], by and between Lake Washington School District No. 414, King County, Washington (the “District”) and U.S. Bank National Association (the “Escrow Agent”), the District has deposited into an escrow account, held by the Escrow Trustee, cash and non-callable direct obligations of the United States of America, the principal of and interest on which, when due, will provide money to pay each year, to and including the respective maturity or redemption dates of such bonds so provided for, the principal thereof and interest thereon (the “Defeased Bonds”). Such Defeased Bonds are therefore deemed to be no longer outstanding pursuant to Resolution No. 2027 of the District authorizing the Defeased Bonds, but will be paid by application of the assets in such escrow.

The Defeased Bonds are described as follows:

Unlimited Tax General Obligation Bonds, 2008. (Dated December 2, 2008)

Maturity Years (December 1)	Principal Amounts	Interest Rates	Call Date (At 100%)	CUSIP Nos.
2019	\$ 500,000	4.40%	12/01/2018	495260VP3
2019	12,000,000	5.00	12/01/2018	495260VY4
2020	6,400,000	5.00	12/01/2018	495260VQ1
2021	7,100,000	5.00	12/01/2018	495260VR9
2022	6,100,000	5.00	12/01/2018	495260VS7
2023	3,600,000	5.00	12/01/2018	495260VT5
2024	2,000,000	5.00	12/01/2018	495260VU2
2025	5,400,000	5.00	12/01/2018	495260VV0
2026	10,000,000	5.00	12/01/2018	495260VW8

* This notice shall be given immediately by first-class mail to each registered owner of the Defeased Bonds. In addition notice shall be mailed to The Depository Trust Company of New York, New York; U.S. Bank National Association, as Fiscal Agent; Moody’s; Standard and Poor’s; D.A. Davidson & Co.; and to the Municipal Securities Rulemaking Board.

EXHIBIT B

COSTS OF ISSUANCE AGREEMENT

**LAKE WASHINGTON SCHOOL DISTRICT NO. 414
KING COUNTY, WASHINGTON
UNLIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, 201[]**

THIS COSTS OF ISSUANCE AGREEMENT, dated as of _____, 201[] (herein, together with any amendments or supplements hereto, called the “Agreement”), is entered into by and between the LAKE WASHINGTON SCHOOL DISTRICT NO. 414, KING COUNTY, WASHINGTON, (herein called the “District”) and U.S. BANK NATIONAL ASSOCIATION, SEATTLE, WASHINGTON as Escrow Agent (herein, together with any successor in such capacity, called the “Escrow Agent”).

WITNESSETH:

WHEREAS, pursuant to Resolution No. 2213 adopted on June 20, 2016 (the “Bond Resolution”), the District has determined to issue its Unlimited Tax General Obligation and Refunding Bonds, 201[] (the “Bonds”) for the purpose of providing funds to pay the costs of refunding certain outstanding bonds of the District; and

WHEREAS, simultaneously herewith, the District is entering into an Escrow Deposit Agreement, dated December ___, 201[] under which the Escrow Agent will hold invested proceeds of the Bonds in order to pay and redeem the refunded bonds under the terms set forth therein; and

WHEREAS, certain proceeds of the Bonds will be delivered to the Escrow Agent on the date of issuance of the Bonds that are required to be disbursed to pay costs of issuance of the Bonds; and

WHEREAS, the Escrow Agent has agreed, without additional compensation to disburse the Bond proceeds received to pay costs of issuance under the terms of this Agreement;

Section 1. Deposit in the Costs of Issuance Fund.

The Escrow Agent has created on its books a special trust fund and escrow fund to be known as the Costs of Issuance Fund. The Escrow Agent agrees that upon receipt it will deposit to the credit of the Costs of Issuance Fund Account the sum of \$_____ to pay those costs of issuance set forth on Exhibit A. Such deposit, all proceeds therefrom, and all cash balances on deposit therein shall be the property of the Costs of Issuance Fund to pay those costs of issuance set forth on Exhibit A upon receipt of invoices. If any of the \$_____ deposit allocated for costs of issuance for the Bonds remains unspent on _____, 201[], the Escrow Agent shall transfer such unspent amount to the District, and this Agreement shall be deemed fully performed and terminated.

Section 2. Investments.

The Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder.

Section 3. Limitation on Liability.

The liability of the Escrow Agent to transfer funds for the payment of the costs of issuance identified herein shall be limited to the proceeds of the Bonds delivered to the Escrow Agent.

Section 4. Compensation.

The District shall pay to the Escrow Agent fees for performing the services hereunder and under the Escrow Agreement for the expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement and the Escrow Agreement pursuant to the terms of the Fee Schedule attached as Exhibit D. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against funds held under the Escrow Agreement for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses as Escrow Agent or in any other capacity.

Section 5. Notice.

Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the District, the District Treasurer or the Escrow Agent at the address shown on Annex A to the Escrow Agreement.

Section 6. Washington Law Governs.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the state of Washington.

EXECUTED as of the date first written above.

**LAKE WASHINGTON SCHOOL DISTRICT
NO. 414
KING COUNTY, WASHINGTON**

Secretary, Board of Directors

U.S. BANK NATIONAL ASSOCIATION

Authorized Signatory

Annex 1 - Costs of Issuance Schedule
Annex 2 - Fee Schedule

EXHIBIT A

COSTS OF ISSUANCE AGREEMENT

Costs of Issuance

Bond Counsel Fee (K&L Gates LLP).....	\$
Escrow Agent Fee (U.S. Bank).....	
Escrow Verification (Grant Thornton LLP).....	
[Escrow Bidding Agent Fee (TBD)]	
Financial Advisor Fee (Northwest Municipal Advisors)	
Rating Agency Fee (S&P)	
Rating Agency Fee (Moody's).....	_____
Total:	\$ <u> </u>

EXHIBIT B
COSTS OF ISSUANCE AGREEMENT

Fee Schedule

CERTIFICATE

I, the undersigned, Secretary of the Board of Directors of Lake Washington School District No. 414, King County, Washington, (the "District"), and keeper of the records of the Board of Directors (herein called the "Board"), DO HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2213 of the Board (herein called the "Resolution"), duly adopted at a regular meeting thereof held on the 20th day of June, 2016.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of June, 2016.

Secretary, Board of Directors

2016-17 BUDGET
FIRST READING

June 20, 2016

SITUATION

A proposed budget for 2016-17 has been prepared in accordance with state laws, rules, and regulations.

Input on the proposed budget was solicited from departments and a process for prioritizing requests was completed by superintendent's Strategic Advisory Leadership Team. Requests were aligned with strategic goals and areas of focus for the district. As shared at the June 4 study session, recommended strategic and organizational program changes have been incorporated into the overall budget document. Other changes in planned 2016-17 revenues and expenditures such as enrollment, staffing, grant, fixed cost adjustments, and legislative changes have also been incorporated.

The district's budget document is presented in both the official F-195 state format and the district summary format. We are continuing to update the document to incorporate portions of the Associate School Business Officials (ASBO) Meritorious Budget Award criteria. Additional changes in alignment with the ASBO criteria will continue to be made in future budget documents.

An overview of the proposed 2016-17 budget will be presented at the board meeting.

A copy of the budget is available from the business office or the district website. Feedback can also be provided via the website or email. A public hearing and adoption of the 2016-17 budget is scheduled for the next regular board meeting on August 8, 2016.