

Wenatchee School District Board of Directors



WSD Regular Board Meeting

August 22, 2017

District Office Agenda

6:00 PM

		TIME
I. PLEDGE OF ALLEGIANCE		2 min
Minutes: Bd. Wkshp. 8/01/17 & Reg. Bd. Mtg. 8/07/17	Action	1+
Vouchers/Payroll	Action	2+
Personnel Report	Action	3+
Contracts	Action	4+
Surplus Report	Action	5+
2nd Reading: Policies 2145 & 3235	Action	6+
III. CITIZEN COMMENTS:		03 Min
IV. FIELD TRIP REQUESTS:	Action	05 Min
V. WENATCHEE LEARNS STRATEGIES:		95 Min
<i>Strategy 3: Use the Best Tools & Resources to Advance Learning</i>		
<i>Objective 3.4 Facilities that Optimize Learning</i>		
Bond & Levy Combined Rates	Information	40 min
Resolution 09-17 – 1 st Reading	Information	10 min
Jim McNeil, Foster Pepper PLLC		
Les Vandervort, CFO		
<i>Objective 3.3 The Right Tools & Resources for Staff</i>		
RFP Wave Broadband Contract/Bid Award	Info/Action	10 min
Dave Yancey, Director of Technology		
<i>Strategy 4 – Balance Change for All with Excellence for All</i>		
<i>Objective: 4.2 Sound Fiscal & Human Resource Management</i>		
Budget 2017-18 2 nd Reading		
Public Comment		
Budget Resolution No. 11-17	Action	30 min
Les Vandervort, CFO		
VI. BOARD COMMUNICATION		05 Min
VII. SUPERINTENDENT’S REPORT		05 Min
VIII. ADJOURNMENT		
IX. EXECUTIVE SESSION		

SEE REVERSE SIDE



CONSENT AGENDA



Wenatchee School District Special Board Meeting

Minutes of August 1, 2017
WSD District Office

Board Members

Robert Sealby, President
 Laura R. Jaecks, V. P. (Excused Absence)
 Walter Newman
 Jennifer Talbot
 Claudia De Robles

Staff Present

Brian Flonas, Superintendent
 Cabinet

I. Special Meeting 5 pm

Robert Sealby, Board President, opened the special board meeting at 5:00 p.m., with the Pledge of Allegiance.

II. Facilities Update

Construction Contracts:

Gregg Herkenrath, Facilities Director, explained the reasoning for the Special meeting - to get these two contracts approved so they could be finished before the beginning of the school year. He answered questions and asked for approval.

1) Lewis & Clark portable utilities-

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
07/27/17	New	SE, Inc. dba Smith Excavation	Lewis & Clark Portable - trenching, installing and backfill work for water, power and sewer.	\$20,000.00 (plus WSST)	Upon approval thru August 25, 2017	Gregg Herkenrath		Yes	This is decided at the district office.
				Budget Code		I have read this contract and recommend it for board approval.			
				9705 64 7000 000		Initial _____ Date _____			

Agency Contact Information (who & where contract needs to be mailed to for signing):

Agency Name: SE, Inc. dba Smith Excavation
 Attention: Gregg Smith
 Street address or PO Box: P.O. Box 284
 City, State, Zip Code: Cashmere, WA 98815
 Email Address: info@smithexcavation.com
 Phone Number: (509) 782-0446

Contract Details (Give a brief description of the contract):

If this is a revision, what has changed?

Smith Excavation to provide all labor and materials to complete the trenching, installation of water, power and sewer conduits, then backfilling and asphalt patching work per quote #1507 dated July 26, 2017.

MOTION MADE: Jennifer Talbot made the motion to approve the Smith Excavation contract for Lewis & Clark portable utilities as presented by Gregg Herkenrath, Facilities Director.

SECONDED: By Walter Newman

DISCUSSION: NONE

PASSED: Unanimously

(It was noted that this was passed with a quorum vote, including the president's vote, due to one of the board members was running late.)

2) Foothill Middle School domestic water pipe replacement-

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
08/01/17	New	Precise Plumbing, LLC	FMS - New piping for domestic water line	\$36,100.00 plus WSST	Upon approval thru November 2017	Gregg Herkenrath		Yes	This is decided at the district office.
				Budget Code		I have read this contract and recommend it for board approval.			
				9705 64 7000 000		Initial <u>AS</u> Date <u>8-1-17</u>			

Agency Contact Information (who & where contract needs to be mailed to for signing):

Agency Name: Precise Plumbing, LLC
 Attention: Don Spencer or Scot Blanchard
 Street address or PO Box: PO Box 2454
 City, State, Zip Code: Wenatchee, WA 98807-2454
 Email Address: don@preciseplumbingllc.com
 Phone Number: 509-667-0710

Contract Details (Give a brief description of the contract):

If this is a revision, what has changed?

FMS - Contractor agrees to provide all labor and materials to re-pipe the domestic water line per quote dated July 31, 2017.

After a brief discussion with Mr. Herkenrath President Sealby asked for a motion.

MOTION MADE: Walter Newman made the motion to approve The Foothills Middle School's domestic water pipe replacement by Precise Plumbing as presented by Gregg Herkenrath, Facilities Director.

SECONDED: By Jennifer Talbot

DISCUSSION: NONE

PASSED: Unanimously

Construction Updates: Mr. Herkenrath gave a brief summary of the following projects in the district.

1) Lewis & Clark sidewalk and bus/parent pickup and drop-off project

- Proposed increase in parent-student drop off area.
- Also increase in bus drop off area
- City hoping to proceed next summer 2018, cannot do during school year
- Hoping to keep project under \$150,000
- City decided best option was to wait
- Committed to students and parents at L&C
- Communication is taking place to parents, students and staff, all agree best to wait, but setting up an alternative area for a safe parent-student drop off

2) Apple Bowl Drainage Project

- Working on the contract for this project –
- Legal counsel is working on the language
- Should be completed this week
- Request to ask for Supt. Flonos to have authorization to sign so we can go forward ASAP
- Mr. Herkenrath gave a summary of the progress of the project

MOTION MADE: Claudia De Robles made the motion to grant Superintendent Flonos authority to sign the contract for the Apple Bowl Drainage Project when it is completed as presented by Gregg Herkenrath, Facilities Director.

SECONDED: By Jennifer Talbot

DISCUSSION: NONE

PASSED: Unanimously

Gregg Herkenrath, Director of Facilities, thanked the board.

III. Budget and Finance

2017-18 Budget Draft Update:

Les Vandervort, CFO gave a brief summary of the 2017-18 Draft Budget that he will complete and present at the August 07, 2017 board meeting for first reading.

**Wenatchee School District
2017-18 Budget Update
August 1, 2017**

2017-18 Budget

August 1, 2017	Budget Update
August 7, 2017	Preliminary Budget 2017-18
August 22, 2017	Budget Adoption 2017-18

Preliminary Preliminary 2017-18 Budget

	Budget 2016-17	Budget 2017-18	Budget 2018-19
General Fund			
Beg Fund Balance	9,923,956	11,000,000	
Total Revenue	95,189,406	99,865,372	
Total Expenditure	96,305,332	101,858,717	
Transfers out	-150,000		
Excess of Expend over Rev	-1,265,926	-1,993,345	
End Fund Balance	8,658,030	9,006,655	

What did the legislature do for 2017-18 Budgets?

COLA of 2.3% to certs, classified and administrators.

A new salary allocation model won't be phased in until starting 2018-19.

An extra \$40 a month per FTE for **health insurance** (from \$780 to \$820)

The new state levy will begin in January 2018. This tax will increase about 82 cents for a total assessment of \$2.70 per \$1,000 of assessed value. WSD does not directly receive this money.

In 2019, local levy collections will be capped at the lesser of \$1.50 per \$1k of AV or \$2,500 per FTE.

Collection Year	Local Levy	rate per \$1,000 AV	250,000	new state levy	250,000	Total
2017	\$12,163,000	2.94	735.00	1.88	470.00	1205.00
2018	\$12,527,890	2.96	740.00	2.70	675.00	1415.00
2019	\$6,444,000	1.50	375.00	2.70	675.00	1050.00

Levy equalization continues. Estimated amount is about the same as current year. 4,864,115

Added funding to reduce all K-3 class size to 17:1

Slightly increased MSOC 1.70%

Increased Learning Assistance (LAP) funding (can only be used for LAP)

Increase Vocational (CTE) funding (can only be used for CTE)

Increased Bilingual funding (can only be used for Biling)

Increased percentage of Special Ed qualifying students (12.7% to 13.5%)

Increase Skill Center funding (can only be used for Skill Center)

Impact on WSD:

- Overall revenues increase about \$4.6 M
- Overall expenditures increase about \$5.5 M
- Expenditures are about \$1.99 M in excess of revenue

- Addition of net 11 cert FTE is about \$ 1 M
- Carry forward of enrollment loss is about \$1 M
- Addition of \$360,000 local levy offset by loss of \$335,000
- Loss of \$180,000 federal grant dollars (Title II, Title III, Migrant, SpED)
- Transportation costs up \$375,000 for office help, bus washers, new director
- Special Ed costs up due to continued addition of para’s and specialists and loss of some federal funding

- The only additions to collective bargaining agreements are the state pass-through and provisions already agreed to in contracts.

- Math adoption is not included (estimated cost \$1 million)

Included in the summary were the following reports:

- Budget & Excess Levy Summary
- General Fund Financial Summary
- FT Enrollments and Staff Counts
- Summary of General Fund Budget
- Format of the budget for next week’s meeting

Discussion points:

- Cola at 2.3 %
- A lot will be removed from the budget in 2018-19
- Levy Equalization chart – numbers move up and down
- Impact on:
 - LAP
 - CTE
 - Bilingual
 - Special Ed
 - Skill Center
- Challenge of meeting the Curriculum Adoption – elementary math
- We are going to have to be more creative in our budget
- 2018-19 budget will look very different, we need to look at that now
- We have 6-8 months to figure it out, all the districts are in the same boat all around the state

This presentation was a summary of the board workshop to let the board review the numbers, remind them where we started and compare how the legislature has moved for the 2017-18 school year.

Supt. Fiones gave the following Reminders:

Board meeting is on MONDAY, August 7th, 2017 and the Agenda Review will be on Friday at 7:30 am.

IV. Meeting Adjournment

MEETING ADJOURNED President Robert Sealby adjourned the public meeting at 5:40 p.m.

President

Superintendent

Date



Wenatchee School District Regular Board Meeting

Minutes of August 07, 2017
WSD District Office

Board Members

Robert Sealby, President
Laura R. Jaecks, V. P. (Excused Absence)
Walter Newman
Jennifer Talbot
Claudia De Robles

Staff Present

Brian Fiones, Superintendent
Cabinet

I. Regular Meeting 6 p.m.

Robert Sealby, Board President, opened the regular board meeting at 6:00 p.m., with the Pledge of Allegiance.

President Sealby asked for a motion to approve the consent agenda.

MOTION MADE: Walter Newman made the motion to approve the consent agenda as presented.

SECONDED: Claudia De Robles

DISCUSSION:

PASSED UNANIMOUSLY

II. Consent Agenda

1) Minutes

Consent Agenda included:

MINUTES: Bd. Wkshps. 6/21/17, 6/23/17 & Reg. Bd. Mtg. 6/27/17

2) Personnel Report

PERSONNEL REPORT PREPARED BY:

Lisa Turner, HR Executive Director: August 7th, 2017- On file

3) Vouchers/Payroll

PAYROLL PREPARED BY:

Tami Hubensack, Director of Payroll:

\$6,450,084.28 for the month of July 2017.

VOUCHERS & CONTRACTS PREPARED BY:

Karen Walters, Director of Accounting –August 09, 2017
General Fund

Check numbers 593008 through 593094 totaling \$198,866.66

Capital Projects Fund

Check numbers 593095 through 593099 totaling \$34,183.36

Associated Student Body Fund

Check numbers 593100 through 593111 totaling \$15,316.14

7/12/17

General Fund

Check numbers 592557 through 592710 totaling \$319,252.31

Capital Projects Fund

Check numbers 592711 through 592718 totaling \$138,405.10

Associated Student Body Fund

Check numbers 592719 through 592741 totaling \$48,353.86

7/25/17

General Fund

Check numbers 592742 through 592933 totaling \$622,174.64

Capital Projects Fund

Check numbers 592934 through 592940 totaling \$413,062.35

Associated Student Body Fund

Check numbers 592941 through 592953 totaling \$7,270.40

4) Contracts

Date	New or Renewal or Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
06/12/17	Renewal	No	Eastern WA University	College in the High School, German and Spanish 103	N/A	2017-2018 School Year	Ricardo Iniguez	Yes	No
					Budget Code				
06/28/17	New	No	Walla Walla Fair & Frontier Days	Mariachi Performance at Fair	\$800	September 2, 2017	Ricardo Iniguez	Yes	No
					Budget Code 402-4458				
06/29/17	Renewal	No	Total Care, Inc.	Skilled Nursing Care at WSD for medically fragile student	\$60 per Hour	8/30/17 - 6/15/18	Trisha Craig	Yes	Yes
					Budget Code 2100-26-7000-000				
06/30/17	New	No	Dual Language Education of New Mexico	Strategic Planning w/school leadership. Onsite planning retreat follow up	\$8,739	8/3/17 & 8/24-8/25, 2017	Cynthia Valdez	Yes	Yes
					Budget Code 6500-31-7000-000				
07/31/17	New	No	TRBO West Digital Network	Network license for trip radios	\$65 Monthly	Upon Approval - renews automatically yearly	Bob Sanford	Yes	Yes
					Budget Code 9900-51-7016-000				
08/01/17	Renewal	No	KWCC-LP	Broadcast athletic events on channel 12	N/A	2017-2018 School Year	Jlm Beeson	Yes	No
					Budget Code N/A				

5) Surplus Report & Other Consent Items

SURPLUS REPORT PREPARED BY:
 Karen Walters, Director of Accounting: On File
CAMPS & CLINICS: None
POLICIES 2nd READING: Policies 1210, 1220 & 1225

III. Citizen Comments:

None

IV. ASB Reports

None

V. Field Trips

None

VI. Wenatchee Learns Strategies

Board Policy & Procedure Updates - Policy 1st Readings & Information:

Updated Policies & Procedures: 2145 & 3235 -
 Mark Helm, Executive Dir. of Student Services presented the following policies and procedures for 1st Reading for the policies and information for the procedures. CVHC will help us with complying to Policy 2145.

Policy	Title	Suggested Action	District Recommendation	Rationale
2145	Suicide Prevention	Priority	Approve	Meets new RCW for identification, prevention, intervention and postvention of possible suicide cases
2145P	Suicide Prevention Procedures	Priority	FYI	
3235	Protection of Student Personal Information	Priority	Approve	New RCW intent is to help districts protect student information when contracting with school service providers.
3235P	Protection of Student Personal Information Procedures	Priority	FYI	
2410P	High School Graduation Requirements	Essential	Information	Updated to match the policy

High School Graduation Requirements Procedure 2410P Update

Jon DeJong, Deputy Superintendent presented the following changes to the procedure. It now mirrors the policy, which was updated and approved by the board this past last year.

Policy: 2410P
Section: 2000 – Instruction (excerpts of changes)

Procedure - High School Graduation Requirements
Publication of Graduation Requirements

Prior to registering in high school, and each year thereafter each student and his/her parents or guardians will be provided with a copy of the graduation requirements in effect for that student (those in effect when the student enrolled in ninth grade). Graduation requirements will also be included in the student handbook.

Period of Eligibility to Earn Credits

Generally, credit towards high school graduation will be earned in grades nine through twelve. However, upon request, a student who has completed high school courses while in seventh or eighth grade will be given high school credit towards fulfilling graduation requirements if:

- A. The course was taken with high school students and the student successfully passed the same course requirements and examinations as the high school students enrolled in the class; or
- B. The course taught at the middle school level has been determined by the district to be similar or equivalent to a course taught at the high school level.

Total Number of Credits Required

Students will be expected to earn a total of _____ credits in order to complete graduation requirements. A credit is defined as 180 (50 minute) hours of instruction. *[District note: Credits required for graduation must be at least 20 for the classes of 2016, 2017 and 2018 and at least 24 for the classes of 2019 and beyond. A justification as to why credit requirements are above those required by the State Board of Education, if applicable, is appropriate here (e.g., "to ensure that students have an opportunity to partake in a broad variety of academic, occupational, cultural and recreational courses in order to enhance their quality of life in high school and in the future...")]*

Total Number of Credits Required and Subject Area Credit Requirements and Approved Courses (Classes of 2017-2021) 2017 and 2018)

The following courses are approved for satisfying the subject area requirements as established by the State Board of Education and shall be required of each candidate for graduation:

BD. Minutes 8/07/17

- A. English: ~~[insert credits] are required in [list approved courses].~~
- B. Math: ~~[insert credits] are required in [list approved courses].~~
- C. Science: ~~[insert credits] are required in [list approved courses, including lab(s)].~~
- D. Social Studies: ~~[insert credits] are required in [list approved courses].~~
- E. Arts: ~~[insert credits] are required in [list approved courses].~~
- F. Health and Fitness: ~~[insert credits] are required in [list approved courses].~~
- G. Occupational Education: ~~[insert credits] are required in [list approved courses].~~
- H. Electives: ~~[insert credits] are required.~~
- I. Washington State History (non-credit)

Total number of credits: _____

Subject Area Requirements and Approved Courses (Classes of 2019 and beyond)

The following courses are approved for satisfying the subject area requirements as established by the State Board of Education [See Policy 2410] and shall be required of each candidate for graduation:

- A. English: Four (4) credits required in ~~[insert approved courses].~~
- B. Math: Three (3) credits are required in ~~[insert approved courses].~~
- C. Science: Three (3) credits are required in ~~[insert approved courses].~~
- D. Social Studies: Three (3) credits are required in ~~[insert approved courses].~~
- E. Arts: Two (2) credits are required in ~~[insert approved courses].~~
- F. World Language: Two (2) credits are required in ~~[insert approved courses].~~
- G. Health and Fitness*: Two (2) credits are required in ~~[insert approved courses].~~ plus credit earned for Physical Education unless excused.
- H. Career and Technical Education: One (1) credit is required in ~~[insert approved courses].~~
- I. Electives: Four (4) credits are required in ~~[insert approved courses, subject areas and/or other activities].~~
- J. Washington State History (non-credit)

Total number of credits: _____

CREDIT REQUIREMENTS for Wenatchee High School

Class of:	2017	2018	2019	2020	2021 and on
Entering 9 th grade after July 1 of:	2013	2014	2015	2016	2017 and on
English	3.5	3.5	3.5	4	4
Mathematics	3	3	3	3	3
Science	2.5	2.5	2.5	2.5	3
Social Studies	3	3	3	3	3
Arts	1	1	1	1	2*
Health and Fitness	2	2	2	2	2
Career and Tech Ed					1
Occupational Education	1.5	1.5	1.5	1.5	
World Language					2*
Electives	6.5	7	9	11	10
Total Required Credits:	23	24	26	28	30

*Personalized Pathway Requirement are related courses that lead to a specific post high school career or educational outcome chosen by the student based on the student's interests and High School and Beyond Plan, that may include Career and Technical Education, and are intended to provide a focus for the student's learning.

CREDIT REQUIREMENTS for WestSide High School

Class of:	2017-2020	2021
Entering 9 th grade after July 1 of:	2013	2017 and on
English	4	4
Mathematics	3	3
Science	2.5	3
Social Studies	3	3
Arts	1	2*
Health and Fitness	2	2
Career and Tech Ed	-	2
Occupational Education	1	0
Electives	5.5	5*
Total Required Credits:	22	24

* Personalized Pathway Requirement are related courses that lead to a specific post high school career or educational outcome chosen by the student based on the student's interests and High School and Beyond Plan, that may include Career and Technical Education, and are intended to provide a focus for the student's learning.

*Per Chapter 28A.231, RCW, each school district must offer instruction in cardiopulmonary resuscitation (CPR) in at least one health class required for graduation. The instruction must have been developed by the American Heart of Association or the American Red Cross or be nationally recognized based on the most current national guidelines for CPR. The instruction must include use of automated external defibrillators (AED) which may be taught by video. The district may provide the CPR instruction directly or arrange it through community-based providers such as the local fire department. Students are not required to earn CPR certification to successfully complete the instruction.

High School and Beyond Plan

As a non-credit requirement for graduation, each student will create a High School and Beyond Plan in cooperation with their parents/guardians and school staff. The plan will provide the student with an opportunity to explore their own skills and career options and to develop personalized pathway requirements to meet credit requirements for graduation. The plan will also serve as a means of tracking requirements for graduation and entry into postsecondary programs. It must include a plan for the year after high school as required by [WAC 180-51-066](#) and [WAC 180-51-067](#).

In assisting students with developing a High School and Beyond Plan the district should:

- A. Provide internal and external resources to ensure successful development and implementation of the High School and Beyond Plan;
- B. Provide the opportunity for student choice, voice and ownership of the High School and Beyond Plan;
- C. Teach students a planning process that provides a capacity to create, review and revise the High School and Beyond Plan;
- D. Prepare all students for post-secondary options;
- E. Align the High School and Beyond Plan with high school graduation requirements as determined by the State Board of Education and district high school graduation requirements;
- F. Collect and analyze data to evaluate and improve the effectiveness of the High School and Beyond Plan; and
- G. Assure parental involvement in the planning process, including the student's development of the High School and Beyond Plan.

~~**Culminating Project** [District Note: For the class of 2015 and beyond, state law no longer requires the Culminating Project for high school graduation. Insert the following language only if your district elects to require the Culminating Project.] **No longer a state graduation requirement.**~~

~~The district requires that students complete a Culminating Project as a requirement for high school graduation. In assisting students with developing the Culminating Project the district should:~~

- ~~A. Advise the student and parents of the requirement to complete a culminating project as a graduation requirement;~~
- ~~B. Provide the student assistance and guidance annually on completing the project;~~
- ~~C. The culminating project may include:~~
 - ~~1. A demonstration of the student's ability to communicate in writing by completing an analytical, argumentative and/or reflective letter;~~
 - ~~2. A demonstration of the student's ability to communicate orally through a presentation to peers, teachers and/or community members;~~
 - ~~3. Completion of a self-directed student project that demonstrates the student's academic and management skills; and~~
 - ~~4. The opportunity for the student to complete a community service project or a project working with a community member;~~
- ~~D. Review each student's progress annually;~~
- ~~E. Provide opportunities within the curriculum for students to work on projects; and~~
- ~~F. Ensure projects align with goals three and four of the learning goals~~

Seal of Biliteracy

To be awarded the Washington Seal of Biliteracy, graduating high school students must meet the following criteria:

- A. Demonstrate proficiency in English by 1) meeting statewide minimum graduation requirements in English as established by the Washington State Board of Education and 2) meeting state standards on the reading and writing or English language arts assessment.
- B. Demonstrate proficiency in one or more world language. For purposes of this section, "world language" is defined as a language other than English, including American sign language, Latin and Native American or other indigenous languages or dialects. Proficiency may be demonstrated by:
 1. Passing a foreign language Advanced Placement exam with a score of 3 or higher;
 2. Passing an International Baccalaureate exam with a score of 4 or higher;
 3. Demonstrating intermediate-mid level or higher proficiency on the American Council on Teaching of Foreign Languages (ACTFL) guidelines using assessments approved by OSPI for competency-based credits; and demonstrating proficiency using reading assessments approved by OSPI (when developed);
 4. Qualifying for four competency-based credits by demonstrating proficiency in speaking, writing, and reading the world language at intermediate-mid level or higher on the ACTFL proficiency guidelines according to Policy 2409, Credit for Competency-Proficiency; or
 5. Demonstrating proficiency in speaking, writing and reading the world language through other national or international assessments approved by OSPI.

Credits from other programs

The principal or designee is responsible for determining which credits will be recognized by the district for students enrolling from another state approved learning program (public school, approved private school or home school), or from out-of-state, or out-of-country. Credits from another Washington public school or accredited state private school or accredited out-of-state public or private school will be accepted to the extent the credit matches a district graduation requirement, or may be counted as an elective credit. Credits from unaccredited programs or home schools will be evaluated as described below for home school students. Decisions of the principal or designee may be appealed to the superintendent within fifteen school days of the initial decision.

~~**Waiver of Graduation Requirements** – this is a separate policy already approved by the board.~~

~~[District Note: If the district elects to waive high school graduation credits required for the Classes of 2019 and beyond, it must comply with specific legal requirements addressed in Policy 2418, Waiver of High School Graduation Credits.]~~

~~All state requirements must be satisfied except that Washington history and government may be waived for students who have completed and passed a state history and government course in another state during grades seven through twelve and who have fulfilled study of the Washington state constitution through an alternative learning experience approved by the principal. Additionally, physical education, pursuant to [RCW 28A-230-050](#), may be waived upon written request of a parent or guardian on account of physical disability, employment or religious belief or because of participation in directed athletics or military science and tactics. This will not alter the credit requirements established by the board.~~

~~The following procedure will be followed in graduation waiver requests:~~

- ~~A. The principal is responsible for evaluating educational experiences of individual students and recommending graduation to the superintendent when requirements have been met.
An individual student may be granted an exemption from any requirement in this policy if such requirement impedes the progress toward graduation provided there is a direct relationship between the failure to meet the requirement and the student's ability. When a 12th grade student transfers from another high school, the student may be permitted to graduate with a lesser number of credits provided that minimum state course and credit requirements are satisfied and the student successfully passes a full schedule of classes during his/her 12th year of school.~~
- ~~B. Waiver of graduation requirements is determined by the principal. The procedure for processing requests for waiver will be as follows:
 - ~~1. Request will be initiated by the parent or the eligible student;~~
 - ~~2. The principal will investigate the request for waiver of graduation requirements;~~
 - ~~3. The principal will make a determination in writing based upon appropriate data and upon conclusions of the investigation;~~
 - ~~4. The principal will develop appropriate record keeping procedures for storage of all pertinent data relating to each waiver request; and~~
 - ~~5. The parent or eligible student will be notified that an appeal to the decision on waiver requests may be made in writing to the superintendent no later than 30 days prior to the anticipated graduation date.~~~~

There were no questions from the board, they thanked Mr. DeJong for the updated information.

Premera Insurance Application:

Lisa Turner, Executive Director of Human Resource presented the new insurance plans adopted by the district. This is normally on the consent agenda but since there were so many changes this year Ms. Turner decided to bring it before the board. This is an action item.

Broker of Record Letter

To whom it may concern:

We hereby appoint **Alliant Insurance Services, Inc.** (Tax ID Number 33-0785439, Producer Code/Location Seattle) as our Broker of Record effective immediately. Alliant Insurance will advocate on our behalf regarding our insurance plans and will research the group insurance marketplace on our behalf. Please provide any assistance necessary as they proceed with this task.

We understand that **Alliant Insurance Services, Inc.** will be paid a commission by the insurance carriers in lieu of a fee. This letter may be rescinded in writing at any time.

Premera Education Pool Direct Proposal

Quote Assumptions

Group Name: Wenatchee School District

Group Number: 8000256

1. The quoted rates are firm for 12 months based on a November 1, 2017 effective date, provided the group gives us written notice of its acceptance of this proposal no later than 30 days prior to the proposed effective date.
2. We will be contracting with one legal entity, with which all eligible employees have a true employer/employee relationship. Documentation substantiating this relationship may be required. The entity is required to be based in, or have a clearly defined division in, the state of contract issue.
3. This quote is based on a Fully Insured Non-Refunding funding arrangement.
4. If the group elects benefit plan changes off-anniversary, additional fees may apply based upon the complexity of the change.
5. All rates assume that none of the deductible, coinsurance or copayments will be self-insured or subsidized by the group, except those specifically disclosed as such.
6. Subscription charges are due on or before the first day of each month of coverage. A 30-day grace period is allowed for payment of the monthly contractual rates. Persistent delinquency may be grounds for termination of the group's contract.
7. Employer contribution:

At least 75% of the cost of coverage for employees or 50% of the total cost of employees and dependents.
8. Dental rates assume the current medical contribution and participation levels.
9. Our proposal assumes Premera Blue Cross's PPO medical product and Kaiser/Group Health Cooperative's HMO product are the only medical product offerings.
10. A second year rate cap has been included with the proposal. The first renewal increase will be no greater than 9% effective 11/1/2018.
11. Quote includes flat \$25,000 Life and AD&D through Symetra for each medical subscriber. See schedule for details. The embedded rate is \$4.08 per medical subscriber per month.
12. Quote includes embedded Vivacity wellness.
13. At least 75% participation by employees and at least 25% participation by dependents.
14. In cases where the Group offers both Premera medical and Premera dental benefits, all rates assume that uncommon enrollment applies. Uncommon enrollment means the employee and the dependents can enroll in the medical plan only, the dental plan only or both plans. However, dependents are only allowed to enroll in plans that the employee is enrolled in.
15. Coverage effective date on new hires: Probationary period to be determined by the group and disclosed to the Premera.
16. Full-time employees, their dependents, and COBRA participants are eligible for enrollment under the quoted plan. This includes any employees on an approved sick leave or on an approved leave of absence granted by the employer, during which leave subscription charges continue to be paid. The leave of absence period will count toward the maximum COBRA continuation period, except as prohibited by the Family and Medical Leave Act of 1993 (Public Law 103-3). Employees must be reported on the group's regular payroll system, appearing on their quarterly report of wages filed with the state. Commissioned salespeople and independent contractors, whose earnings are reported on IRS Form 1099, are not considered eligible employees. "Full-time" means an employee who regularly works a minimum of 20 hours per week at their employer's place of business. If an employer uses a look-back period to determine a person works full-time (at least 20 hours per week), or makes an estimate that a person will be full-time (at least 20 hours per week) at the beginning of employment, then that person is eligible regardless of actual hours worked until the next determination is made. "Dependents" include a domestic partner, either same or opposite gender, and may include dependents of a domestic partner.
17. This quote does not provide coverage for early/Medicare-eligible retirees. If at any time during the contract period the retiree enrollment reaches or exceeds 10% of the total enrollment, the quote is subject to underwriting review.
18. If at any time during the contract period the COBRA enrollment reaches or exceeds 10% of the total enrollment, the quote is subject to underwriting review.
19. Medicare Coordination of Benefits will apply.
20. Recertification is required on any disabled or handicapped dependent over the limiting age.
21. A benefit-specific 6-month waiting period for organ, bone marrow, and stem cell transplants is also included in the contract. We will credit time served on any prior group plan by each enrollee towards the satisfaction of this waiting period, provided there was no more than a 3-month break in coverage from the prior plan to this plan. This provision does not apply to enrollees under the age of 19 pursuant to the Patient Protection and Affordable Care Act (PPACA). This waiting period does not apply as of 1/1/2015.
22. Like all Blue Cross and/or Blue Shield Licensees, we participate in a program called "BlueCard." Whenever enrollees access health care services outside their program's service area, the claim for those services may be processed through BlueCard and presented to us for payment. Blue Cross/Blue Shield Licensees outside the service area

may charge certain fees, which we pass on to you. Some of these fees and compensation are charged each time a claim is processed through BlueCard. Examples of these are access fees (see below), administrative expense allowance fees, Central Financial Agency Fees, and ITS Transaction Fees. Also, some of these claim-based fees, such as the access fee and the administrative expense allowance fee, may be passed on to you as an additional claim liability. Blue Cross and/or Blue Shield Licensees may charge us a fee (referred to as an access fee) for making their discounted rates and the resulting savings available on claims incurred by our enrollees. The access fee, if one is charged, is currently 5.05% for 2014 of the local Licensee's discount/differential savings, but may not exceed \$2,000 per claim. For 2015, groups under 1,000 enrolled employees/contracts the access fee is 4.79%, groups 1,000 to 9,999 enrolled employees/contracts the access fee is 2.67% and groups 10,000 to 49,999 enrolled employees/contracts the access fee is 2.48% of the local Licensee's discount/differential savings, but may not exceed \$2,000 per claim. Access fees are based on the difference between the actual amount paid and the amount your program would have paid if it had dealt with the out-of-area provider directly. This access fee may be changed from time to time. The access fee may be charged only if that Licensee's arrangement with the provider prohibits billing enrollees for amounts in excess of the discounted rate. However, providers may still bill for deductibles, coinsurance, amounts in excess of stated benefit maximums, and charges for excluded services. In the event a participating provider discount cannot be passed along to the enrollee, no discount or access fee will apply. When we are charged an access fee, we will pass the charge along to you as a claims expense. If we receive an access fee credit, we will give you a claims expense credit. Access fees are considered a claims expense because they represent claims dollars we are unable to avoid paying. Instances may occur in which we do not pay a claim (or pay only a small amount) because the amounts eligible for payment were applied to the deductible and/or coinsurance. If the local Blue Cross/Blue Shield Licensee's arrangement with its providers allows the discounted payment rate to apply when the amount is fully or mostly a patient obligation, we will pay the Licensee's access fee and pass it along to you as a claims expense, even though little or none of the claim was paid.

23. The quote assumes that we will not be subject to extraterritorial mandates (i.e. not subject to the benefits or the administrative mandates of states outside of the state in which the contract is issued). The quote is subject to underwriting review in the event of an extraterritorial mandate.

24. We reserve the right to adjust or withdraw the quoted rates for any material changes in benefits, taxes or the way the plan operates, including fluctuations of 10% or more in the participation and/or monthly contracts. This includes any changes in employer offerings of multiple carriers, including health maintenance organizations and fee-for-service carriers.

25. Should any federal, state or local authority mandate a change in benefits, eligibility or procedure, or impose or change a tax or assessment on us or the Plan during the contract term or any extension of the contract term, whether by statute, regulation, interpretation or otherwise, quoted rates may be subject to change.

26. This quote was developed based on the following:

Plan	EE Count
Plan 2	341
Plan 3	258
Plan 5	67
EZ A	491
EZ B	166
HDHP	43
Basic	51

Ms. Turner also provided all the rate charts that will be available for the subscribers. She also explained the differences in the coverage to each group. The board thanked her for all the work she and her office & Kelly Lopez, Benefits Officer, have put into this effort.

- The board has before them -Contracts with Premera
- WEA Select changed plans that they offer - this year to Aetna and United Health Care
- Several Brokers met with the committee and WEA chose to go with WEA Select plans and classified and administration chose to go with Premera.
- We will have two different Insurance programs now
- We have contracts and plans to sign and initial
- All the coverage stayed the same and some new enhancements have been added to both plans, with lower rates
- No limitations on massage therapy now – new enhancements
- We decided to not go with a broker, but Premera is paying a broker to handle our account
- Answered questions about broker & wellness plans
- New software to follow so we can follow our plans as individuals
- Corporate memberships to health clubs – several in town.

Items before the board to approve:

- Broker Record Letter – month-to-month
- Premera Quote 1-year agreement
- Master Application from Premera – new relationship with them
- Participation Agreement
- Copies of all the new plans

MOTION MADE: Jennifer Talbot made the motion to approve the broker of record agreement and all the Premera documents for the new insurance plans and all Premera documentation for the employees of WSD as presented by Lisa Turner, Executive Director of Human Resources.

SECONDED: By Claudia De Robles

DISCUSSION: NONE

PASSED: Unanimously

Transportation Bid Approvals:

2) Fuel

TO: Wenatchee School Board of Directors
 Brian Flones, Superintendent

FROM: Bob Sanford
 Transportation Director

DATE: August 4, 2017

RE: Fuel bid for 2017/2018 school year

Based on the bids received on June 20, 2017 for regular unleaded gasoline and ultra low sulfur #2 diesel fuel, I recommend the Board accept the bid presented by Coleman Oil Company LLC for the 2017/2018 school year.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
07/27/17	New	Coleman Oil Company LLC	Ultra Low Sulfur #2 Deisel and Regular Unleaded Gasoline	Diesel - .125 per gallon Gasoline - .115 per gallon	September 1, 2017 August 31, 2018	Bob Sanford I have read this contract and recommend it for board approval. Initial: <u>BS</u> Date: <u>7/27/17</u>		Y	This is decided at the district office.
				Budget Code Diesel 9900-52-5051-000 Gasoline 9700-75-5051-000					

Bob Sanford, Director of Transportation provided all the bids for review. Mr. Sanford answered several questions from the board. He asked for a motion to approve the Coleman Oil Company LLC bid. We only received one bid this year. Compared to last year it is a lesser rate. Everything seems to be good with the company.

MOTION MADE: Walter Newman made the motion to award the fuel bid to Colman Oil Company LLC as presented by Bob Sanford, Transportation Director.

SECONDED: By Jennifer Talbot

DISCUSSION: NONE

PASSED: Unanimously

Charter Bus:

Mr. Robert Sanford, Transportation Director, brought the charter bus bids to the board for award approval to Wenatchee Valley Shuttle Service. He noted that the bid came late to the board due to the time it took to close the bids and to have the contract reviewed by legal counsel. He asked the board to give authorization of signature to Supt. Flones for the contract, which will come later in the week.

TO: Wenatchee School Board of Directors
 Brian Flones, Superintendent

FROM: Bob Sanford
 Transportation Director

DATE: August 4, 2017

RE: Charter Bus bid for 2017/2018 school year

Based on the bids received on August 3, 2017 for Wenatchee School District athletics charter bus use, I recommend the Board accept the bid presented by Wenatchee Valley Shuttle for the 2017/2018 school year. This recommendation is contingent upon Wenatchee Valley Shuttle providing the required documents outlined in the bid/contract within 10 days of being awarded. Additionally I am requesting a designee be assigned for contract signature upon the receipt of all required documents from Wenatchee Valley Shuttle.

The only authorized signatures on a contract are Brian Flones, Jon DeLong, Les Vandervort, or the School Board

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
August 7, 2017	New	BML Investments LLC DBA Wenatchee Valley Shuttle	Charter Bus use for Wenatchee School District Athletics	\$136,675	September 1, 2017	Bob Sanford I have read this contract and recommend it for board approval. Initial: <u>BS</u> Date: <u>8/7/2017</u>		Yes	This is decided at the district office.
				Budget Code					

Agency Contact Information (who & where contract needs to be mailed to for signing):			Contract Details (Give a brief description of the contract):		
Agency Name: BML Investments LLC DBA Wenatchee Valley Shuttle			If this is a revision, what has changed?		
Attention: Monique Lott					
Street address or PO Box: P.O. Box 1725					
City, State, Zip Code: Wenatchee, WA 98807					
Email Address:					
Phone Number: 509-293-5773			This is a contract for Wenatchee School District athletic charter bus use for the 2017/2018 school year.		

Mr. Sanford had reason to believe that WV Shuttle has enough buses to accommodate WSD's needs based on the information Mr. Sanford received from the athletic department. They have a track record with WVC and Applesox team.

MOTION MADE: Walter Newman made the motion to award the charter bus bid to BML Investments LLC CBA Wenatchee Valley Shuttle with Supt. Flones as designated signer of documents as presented by Bob Sanford, Transportation Director.

SECONDED: By Jennifer Talbot

DISCUSSION: NONE

PASSED: Unanimously

Budget 2017-18 1st Reading Resolution No. 11-19

Les Vandervort, CFO, presented the following to board. He gave a summary of each budget sheet provided, it is the same as covered recently.

Re: **2017-18 BUDGET**

Attached is **Resolution 11-17**, fixing the appropriations for the 2017-18 school year.

The 2017-18 WSD Budget incorporates the vital elements of the Continuous Improvement Planning Process, the Baldrige Criteria for Performance Excellence, and the ISO 9001 Quality Management System.

The average student FTE for **2009-10** was **7,664**.
 The average student FTE for **2010-11** was **7,698**.
 The average student FTE for **2011-12** was **7,648**.
 The average student FTE for **2012-13** was **7,661**.
 The average student FTE for **2013-14** was **7,761**.
 The average student FTE for **2014-15** was **7,802**.
 The average student FTE for **2015-16** was **7,894**.
 The average student FTE for **2016-17** was **7,727**.
The estimated average student FTE for 2017-18 is 7,741.

	<u>Revenue</u>	<u>(Appropriations) Expenditure</u>	<u>Excess of Revenue Over/(under) Expenditures</u>
General Fund	\$99,865,372	\$101,858,717	(\$1,993,345)
ASB Fund	1,044,988	1,125,737	(80,749)
Debt Service Fund	5,412,000	5,519,563	(107,563)
Capital Projects	5,660,648	7,603,147	(1,942,499)
Transportation	167,000	281,000	(114,000)

The General Fund Budgeted **Total** Ending Fund Balance is **\$9,006,655** (8.84%).

Responsible stewardship of human and financial resources is our hallmark. All resource managers are accountable for the effective and efficient management of district funds.

The General Fund M&O Levy increases from \$12,163,000 in 2017 (\$2.94 per \$1,000 Assessed Value (AV)) to \$12,527,890 in 2018 (estimated at \$2.96 per \$1,000 AV).

The Debt Service Levy is \$5,400,000 (\$1.30 per \$1,000 AV) in 2017 and \$5,400,000 (estimated at \$1.26 per \$1,000 AV) for 2017.

I recommend approval of the 2017-18 Budget.

This is the 1st Reading:

**Wenatchee School District No. 246
Resolution 11-17**

WHEREAS, the 2017-18 Budget must be adopted on or before August 31, 2017;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington that the 2017-18 Budget be adopted as follows:

<u>APPROPRIATIONS</u>	
General Fund.....	\$ 101,858,717
Associated Student Body Fund.....	1,125,737
Debt Service Fund.....	5,519,563
Capital Projects Fund.....	7,603,147
Transportation Vehicle Fund.....	281,000

BE IT FURTHER RESOLVED that the Board of Directors approve the 2017-18 applications for State and Federal grants and programs as follows:

Program No. 21 State Special Education	\$ 5,802,096
Program No. 22 State Special Ed – Infants and Toddlers	345,584
Program No. 24 Federal Special Education Supplemental	1,498,777
Program No. 38 Federal Secondary Vocational Ed	39,091
Program No. 46 Federal Perkins - Skills Center	17,181
Program No. 51 Federal Disadvantaged	1,715,638
Program No. 52 Federal School Improvement	1,170,510
Program No. 53 Federal Migrant, including Summer School	950,304
Program No. 55 State Learning Assistance	3,006,271
Program No. 56 State Institutions (Juvenile Detention)	130,000
Program No. 58 State Special and Pilot Programs	1,971,657
Program No. 64 Federal Limited English Proficiency	252,864
Program No. 65 State Transitional Bilingual	2,285,316
Program No. 74 State Highly Capable	178,899
Program No. 88 Day Care	120,000

BE IT FURTHER RESOLVED that the General Fund Maintenance and Operations Levy for 2018 collection be certified at \$12,527,890 and the Debt Service Levy for 2018 collection be certified at \$5,400,000, and

Summary of 2017-18 Budget

1. Total Revenues are:

	2016-17	2017-18	increase decrease	%
General Fund	\$95,189,406	\$99,865,372	\$4,675,966	4.9
ASB Fund	1,050,532	1,044,988	5,544	.5
Debt Service Fund	5,407,000	5,412,000	5,000	
Capital Projects Fund	16,823,386	5,660,648	11,162,738	297
Transportation Vehicle Fund	205,550	167,000	38,550	23.1

2. Total Expenditures are:

	2016-17	2017-18	increase decrease	%
General Fund	\$96,305,332	\$101,858,717	\$5,553,385	5.8
ASB Fund	1,161,566	1,125,737	35,829	3.2
Debt Service Fund	5,465,713	5,519,563	53,850	
Capital Projects Fund	36,391,474	7,603,147	28,788,327	479.
Transportation Vehicle Fund	455,550	281,000	174,550	62.1

3. Beginning General Fund Balance Sept 1, 2017 \$11,000,000 10.8% of Expenditures

2017-18 Budgeted Revenue	\$ 99,865,372			
Budgeted Expenditure	\$101,858,717	-1,993,345		
Transfers Out (Property Purchase or Exchange)		0		
Ending General Fund Balance August 31, 2018		\$9,006,655		8.8% of Expenditures
Restricted for Carryover		400,000		
Nonspendable for Inventory		35,000		
Assigned to L&I / Motor Pool		152,000		
Assigned to Minimum Fund Balance	5,000,000		(5,092,936 (5%))	
Unassigned Fund Balance	3,419,655		(3,326,719)	
Total Fund Balance		9,006,655		

4. Major programs with expenditures exceeding revenue:

a. Special Education	(\$ 977,268)
b. Highly Capable	(\$ 196,511)
c. Wenatchee Learns	(\$ 214,039)
d. AVID	(\$ 425,400)
e. Transportation	(\$ 255,152)

5. FTE Enrollment:

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
	7,661	7,761	7,802	7,894	7,727	7,741

6. Legislative Impacts:

Certificated / classified / admin salary	2.3% COLA (for formula funded positions)
Fringe Benefits	Increasing about 2 percentage points
Retirement Rates	Increasing about 2 percentage points
Health Insurance	Increasing \$40 per month to \$820 per FTE/month
Retiree Subsidy (HCA "carve-out")	Decreasing from \$64.39 per month to \$64.07
Levy equalization (LEA)	Appears to be remaining same as current year

K-3 class sizes funded at 17 students to 1 teacher No class size compliance for 2017-18

Substitute teachers – no change – continues at 4 days per teacher at \$151.86 per day.

MSOC (Maintenance, Supplies, Operating Cost)	From \$1,223.36 to \$1,244.16 per student FTE
CTE MSOC	From \$1,447.40 to \$1,472.01 per student FTE
Skills Center MSOC	From \$1,286.99 to \$1,472.01 per student FTE
ALE (Alternative Learning)	From \$6,380.15 to \$6,570.44 per student FTE
Running Start BEA rates	From \$6,683.30 to \$7,459.38 per student FTE
Learning Assistance Program	Increased classroom hours from 2.4 to 3.5
Bilingual	Increased grades 9-12 hours from 4.78 to 6.78
Highly Capable	Raised % of eligible students from 2.3% to 5%

7. Staffing:

1. Certs:	547.142 FTE to 570.056	+22.914 FTE
2. Classified:	351.183 FTE to 350.019 FTE	+1.164 FTE

8. Payroll and Benefits

	2016-17	2017-18	
Certs:	\$41,516,594	\$43,458,361	4.67%
Classified:	\$16,306,925	\$16,922,723	3.78%
Benefits:	\$21,596,603	\$24,578,490	13.81%

9. Account Codes: Revenue Definitions

1000	Local Taxes	M&O Levy
2000	Local Non-Tax	Food Service, Interest Earnings, Fees
3000	State, General	Apportionment (BEA), Vocational, Support
4000	State, Special	Special Ed, Trans, LAP, Bilingual
5000	Federal, General	Federal Forest (sale of timber land)
6000	Federal, Special	Special Ed, Title I, Title II, Title III, Migrant, Gear Up

Expenditures (Programs)

00	Regular Instruction	BEA & ALE (Alternative Learning)
20	Special Ed	Special Ed (State and Federal)
30	Vocational	Vocational
40	Skills Center	Wenatchee Valley Tech Skills Center
50/60	Compensatory Ed	Title I, Title II, Title III, Migrant, LAP, Juvenile Detention, Bilingual,
70	Other Instructional	Enrichment, Summer School, AVID, Gear Up
80	Community Support	Day Care, Mariachi, Wenatchee Learns
90	Support Services	Maintenance, Safety, Board, Superintendent, Business Food Service, Transportation, Student Services, HR

e.g., Expenditures (Activity)

27	Teaching Activities	Classroom teachers and paras, extracurricular
24	Teaching Support	Library, Counselors, Nurses, Prof Development
41	Other Supportive Activities	Food Service, M&O, Utilities, Transportation
23	Building Administration	Principals Office
11	Central Administration	Board, Superintendents Office, HR, Finance, Instructional Supervisi

10. Other Funds:

ASB Increased revenue & expenditures based on projections from WHS. Still maintains strong fund balance.

Debt Service

Bond principal and interest payments semi-annually
2017 & 2018 levy is \$5,400,000

Capital Projects

Completion of Phase I projects.
Continuing discussion on Phase II projects (WHS).

Transportation Vehicle

Bus purchase cycle now dependent on timing of depreciation funding.
Available funds should be enough to purchase two new buses.

2017-18 Budget Assumptions

Wenatchee School District

Salaries and benefits account for more than 83.4% of General Fund budget expenditures. The remaining 16.6% is allocated to MSOC's (materials, supplies, and other costs).

Assumptions:

1. Improved student learning will be achieved through the implementation of school reform initiatives and school improvement plans.
2. Staffing is based on enrollment projections, available funding, district goals and negotiated parameters.
3. Categorical programs will operate as close as possible to their revenue base. Indirect costs are charged to programs to the extent allowable wherever possible.
4. Resource and expenditure decisions will be directed to the building level to the extent possible.
5. The district will support a quality staff professional development program.
6. The district will maintain or improve its facilities to the extent possible.
7. Juvenile Detention Center, Day Care and Food Service will seek to operate on a break even or better basis. Although the Transportation, Special Education and Enrichment programs continue to be underfunded by the state, finding efficiencies and limiting any deficit is desirable. The district is committed to operating these programs within available resources.
8. New program commitments will be made with a corresponding new revenue source or a reallocation of resources based on prioritization.
9. Responsible stewardship of human and financial resources is our hallmark. All resource managers are accountable for the effective and efficient management of district funds.
10. The projected average full-time equivalent (FTE) student enrollment for Fiscal Year 2017-18 is 7,741.
11. District policy 6022 targets a minimum fund balance goal of 5% of current year's expenditures to address potential general fund needs. The 2017-18 budget projects a fund balance of 8.8%.

Discussion points:

- State has promised us money – how much?
- 1.9 Million \$ deficit at this time
- Details on what legislation has done to our budget
- Levy stays the same
- 7740 enrollment is down about 100 but equals what we had in 2013-14
- We are taking a conservative approach
- Revenues going up 4.5 and expenditures going up over 5
- Some of revenues specific for LAP, Bilingual and Special Ed
- ASB same as in the past
- Pivot table discussion and summary

- Debt Service – require budget extensions – maybe not until 2018
- Capital Projects – like to say we’re done but – statues discussed on change orders – technically –money must be spent in 3 years
- David Zeitlin will be here on August 22nd to update the board
- Ending balance 11 million with 1.9 million deficit leaves about 9 million
- Transportation budget – 2 buses next year
- Summary of some programs that stay in the red
- More money for Enrichment (Highly Capable) program
- Payroll Up:
 - COLA 2.3%
 - Insurance gone up
 - Retirement going up
 - Benefits up 14%
 - LEA – different estimates, working with ESD, should stay the same hopefully
- Other Funds summary, just trying to get Capital Project cleared up
- The 2018-19 will be the budget to be concerned with
- The budget will be advertised for adoption on August 22, 2017 – we will spend time discussing more at that time

VIII. Board Communication

BOARD COMMUNICATION:

- Ms. Talbot gave a thank you for the new board tab on our website for easier access to the public. The board packets are posted and the board visits are posted for our community to see along with a lot of other board information.
 - Ms. Talbot shared handouts of the Board Docs program FAQ’s. She would like the WSD Board to consider using this cloud-based technology to help with our efficiency and transparency on our website. WSSDA partners with Board Docs. It is on WSSDA’s website and it is especially developed for school boards. She read the description of their features to the board.
 - She also asked what the board plans to do with our Earth Channel service, and wondered how much access we have to it? She suggested the board may want to discuss what to do since it may be compatible with Board Docs.
 - WSSDA Legislative Conference coming up in Sept. and Ms. Talbot will be attending, she invited others to join her if they were able. She suggested it is a good time to look at the legislative proposals.

SUPERINTENDENT’S REPORT:

- 2 Draft Board Calendars – One has school visits on Thursdays and one on Fridays, also a change to agenda reviews at 7:30 am on Fridays before board meetings.
- Oct. 20th Board Review Meeting
- Discussion continued on personalize learning as it pertains to school visits
- 1 hour school visits, without lunches, will make the visits more specific to personalized learning
- August 18th Friday Agenda Review – Ms. De Robles will switch with Ms. Talbot

CLOSED SESSION: Board President Robert Sealby read the following statement:

The school board will enter into closed session in accordance with board policy 1410 and RCW 42.30.110 to discuss collective bargaining and contract negotiations, and discussions relating to the interpretation or application of a labor agreement.

The meeting is scheduled for 30 minutes and no action will be taken.

**IX. Meeting Adjourned
Into a Closed Session at 6:50 pm**

**X. Closed Session
Reopened at 7:20 pm no action was taken & adjourned**

MEETING ADJOURNED: President Robert Sealby adjourned the meeting at 7:20 pm and no action was taken:

President

Superintendent

Date

WENATCHEE SCHOOL DISTRICT

August, 22, 2017

TO:	BOARD OF EDUCATION
FROM:	Brian L. Fiones, Superintendent
PREPARED BY:	Lisa N. Turner, Exectutive Director of Human Resources
SUBJECT:	PERSONNEL REPORT

HIRES

Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
Classified:						
Corona, Blanca	Para Ed	-	6.00	L&C	8/30/2017	-
Critchell, Stephanie	Lifeguard/Para Ed	-	3.00	WHS	8/30/2017	-
Davis, Kimberly	Technical Support Specialist	-	8.00	WHS	8/7/2017	-
Mattson, Erin	Sped Para Ed	-	6.00	Castlerock	8/30/2017	-
Meloy, Stephanie	Utility Custodian - Swing Shift	-	8.00	WHS	7/20/2017	-
Certificated:						
Bell, Jessica	Art Teacher	0.50	-	PIO	8/30/2017	6/15/2018
Boisen, Kristine	3rd Grade Teacher	1.00	-	MV	8/30/2017	-
Campbell, Ruth	Art Specialist	0.50	-	WA	8/30/2017	6/15/2018
Carnline, Katelyn	Sped Teacher	1.00	-	WA	8/30/2017	-
Malm, Allison	PE Specialist	0.40	-	NBY	8/30/2017	-
Narte, Jenaia	7th Grade Teacher	1.00	-	FMS	8/30/2017	-
Rudell, Laura	3rd Grade Teacher	1.00	-	L&C	8/30/2017	6/15/2018
Smith, Stephen	Math Teacher	1.00	-	WHS	8/30/2017	-
Tanner, Haeley	Kindergarten Teacher	1.00	-	L&C	8/30/2017	6/15/2018

RETURN FROM LEAVE OF ABSENCE

Employee Name	Job	FTE	Hours/day	Building	Effective Start Date	Effective End Date
Classified:						
Scott, Les	Lead Custodian	-	8.00	FMS	7/17/2017	-
RESIGNATIONS						
Employee Name	Job	FTE	Hours/day	Building	Effective Start Date	Effective End Date
Classified:						
DiLorenzo, Rachel	Para Ed	-	6.00	COL	8/30/2017	-
Perkins, Brian	Sped Para Ed	-	6.00	WHS	7/31/2017	-
Certificated:						
Allen, Kelly	English Teacher	0.60	-	WSHS	07/31/2017	-
Keefer, Kathi	Assistant Principal	1.00	-	L&C/NBY	07/26/17	-
Kyle, Laura	PE (Overload) Teacher	0.20	-	L&C	08/30/17	-
Littrell, Sherri	8th Grade Language Arts	1.00	-	OMS	07/11/17	-
Sanchez, Ruby	ELL Teacher	1.00	-	WSHS	07/31/2017	-
2017-2018 SUPPLEMENTAL CONTRACTS						
Employee Name	Job	FTE	Hours/day	Building	Effective Start Date	Effective End Date
Martinez, Cheryl	Choir	0.50	-	MV	-	-
Miller, Jennifer	LIT Team Member	1.00	-	PIO	-	-
					-	-



DATE: August 22, 2017 Meeting
TO: Board of Directors
FROM: Lindee Akers
RE: Hand Carry Payroll Report

MEMORANDUM

The payroll report is not ready as of now. It will be a hand carry item for the board consent agenda. I will post on the moodle and send in an email as soon as I receive it.

Thank you, Lindee



Approval of vouchers and warrants

The following vouchers as audited and certified by the auditing officer, as required by RCW 42.24.080, and those expense reimbursement claims certified, as required by RCW 42.24.090, are approved for payment

General Fund

Check numbers 593112 through 593245 totaling \$427,962.06

Capital Projects Fund

Check numbers

Associated Student Body Fund

Check numbers 593246 through 593265 totaling \$38,679.49

Transportation Vehicle Fund

Check number

Check numbers and amount of expenses will be provided at the board meeting.

Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Wenatchee School District, and that I am authorized to authenticate and certify to said claim.

Signature of Auditing Officer Date

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

As of August 22, 2017, the board, by a _____ vote, approves payments, totaling \$466,641.55. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:
Warrant Numbers 593112 through 593265, totaling \$466,641.55

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

Check Nbr	Vendor Name	Check Date	Check Amount
593112	A CENTRAL LLC	08/23/2017	406.00
593113	ADVANCE EDUCATION INC	08/23/2017	125.00
593114	AED FIRST RESPONSE	08/23/2017	17,989.97
593115	AIREFCO INC	08/23/2017	392.98
593116	ALDEN & ASSOCIATES	08/23/2017	1,481.76
593117	AMAZON CAPITAL SERVICES	08/23/2017	4,348.56
593118	AMER TIME & SIGNAL	08/23/2017	165.07
593119	APPLE COMPUTER INC	08/23/2017	537.76
593120	AVALON MUSIC INC	08/23/2017	1,176.12
593121	AW REHN & ASSOC INC	08/23/2017	694.25
593122	BERGER, THERESA	08/23/2017	168.80
593123	BLANKENSHIP, MAREA E	08/23/2017	178.00
593124	BLAUMAN, BYRON DUANE	08/23/2017	95.00
593125	BRYSON SALES & SERVICE	08/23/2017	260.54
593126	CALLISON, KRISTEN M	08/23/2017	450.00
593127	CASCADE QUALITY WATER CENTER	08/23/2017	550.97
593128	CENTRAL RESTAURANT PRODUCTS	08/23/2017	12,000.00
593129	CH2O INC.	08/23/2017	542.00
593130	CHELAN DOUGLAS HEALTH DIST	08/23/2017	138.00
593131	CLARIUS LANGUAGES	08/23/2017	2,450.00
593132	CLINE, ROBERT BLAIR	08/23/2017	825.77
593133	COLEMAN OIL	08/23/2017	2,924.07
593134	COLUMBIA PAINT CO	08/23/2017	639.84
593135	COMMERCIAL PRINTING INC	08/23/2017	881.97
593136	COMMERCIAL TIRE	08/23/2017	4,202.73
593137	CONSOLIDATED ELECTRICAL DISTRI	08/23/2017	14,217.60
593138	COSTCO HOUSEHOLD BANK FSB DO	08/23/2017	1,831.02
593139	CTS CASH OFFICE	08/23/2017	4,567.21
593140	CUMMINS INC	08/23/2017	637.07
593141	DANFORTH, MAURA G	08/23/2017	106.47
593142	DAY WIRELESS SYSTEMS	08/23/2017	1,110.93
593143	DECKER EQUIPMENT/SCHOOL FIX	08/23/2017	305.91
593144	DEPT OF LICENSING	08/23/2017	65.00

Check Nbr	Vendor Name	Check Date	Check Amount
593145	DON SANGSTER MOTORS INC	08/23/2017	1,403.76
593146	E Z FLEX SPORT MATS	08/23/2017	965.00
593147	EAGLE INTERMODAL SERVICES	08/23/2017	1,277.59
593148	ECOLAB INC	08/23/2017	488.32
593149	EQUIPMENT MANUFACTURING CO	08/23/2017	1,256.01
593150	FASTENAL COMPANY	08/23/2017	1,010.31
593151	FLYNN SCIENTIFIC	08/23/2017	61.15
593152	FOLLETT SCHOOL SOLUTIONS, INC	08/23/2017	46.05
593153	FOOD SERVICE OF AMERICA	08/23/2017	1,812.36
593154	FOX, LAURA JEAN	08/23/2017	751.51
593155	FRED MEYER CUSTOMER CHARGES	08/23/2017	98.08
593156	FREDE, LAUREL A	08/23/2017	105.00
593157	GEBBERS CATTLE, LTD.	08/23/2017	147.60
593158	GOOD SAMARITAN FIRST AID	08/23/2017	245.00
593159	DR JANET V GORDON	08/23/2017	211.86
593160	GRADUATION ALLIANCE INC	08/23/2017	1,186.70
593161	H D FOWLER	08/23/2017	1,862.99
593162	HAGLUNDS TROPHIES	08/23/2017	134.96
593163	HEALTH CARE AUTHORITY	08/23/2017	7,366.42
593164	HELM, COOPER CHESTER OTTO	08/23/2017	35.00
593165	HELM, GRACIE	08/23/2017	261.75
593166	HENDERSON, MAIJA B	08/23/2017	1,083.20
593167	HOLLAND MACHINE CO	08/23/2017	484.37
593168	HOME DEPOT	08/23/2017	1,137.25
593169	HORTICULTURAL SERVICES INC	08/23/2017	205.62
593170	HOWARD, JENNIFER L	08/23/2017	30.00
593171	INLAND PIPE AND SUPPLY	08/23/2017	2,060.27
593172	INTERWEST TELCOM SERV CORP	08/23/2017	33,562.81
593173	J & G DISTRIBUTING INC	08/23/2017	48.00
593174	JAEGER, JEFF	08/23/2017	419.52
593175	JCD REPAIR LLC	08/23/2017	206.80
593176	JENSEN, TODD OLE	08/23/2017	107.94
593177	JERRYS AUTO SUPPLY	08/23/2017	848.82
593178	JOHNSON GAUKROGER SMITH &	08/23/2017	12,176.62
593179	JOHNSTONE SUPPLY INC	08/23/2017	1,851.70
593180	KELLEY'S IMAGING SYSTEMS INC	08/23/2017	92.14
593181	KENNELLY KEYS MUSIC	08/23/2017	406.50
593182	KEYHOLE INC	08/23/2017	301.35
593183	KING, ANDREW RAY	08/23/2017	42.00
593184	KING COUNTY DIRECTORS ASSN	08/23/2017	1,494.24
593185	KNG	08/23/2017	1,207.50
593186	KUNTZ, B JEAN	08/23/2017	580.08
593187	L & M FENCE	08/23/2017	1,084.00
593188	LANE, MICHAEL J	08/23/2017	177.40
593189	LOCAL TEL COMMUNICATIONS	08/23/2017	50,005.21
593190	LOWES HOME IMPROVEMENT	08/23/2017	1,391.67
593191	MACKIN LIBRARY MEDIA	08/23/2017	777.70
593192	MADLAND, MARY	08/23/2017	208.33
593193	MARSON AND MARSON LUMBER INC	08/23/2017	157.03
593194	MARTINEZ, ALFREDO	08/23/2017	25.00

Check Nbr	Vendor Name	Check Date	Check Amount
593195	MCLESTER, DOUGLAS L	08/23/2017	42.00
593196	MICRO COMPUTER SYSTEMS	08/23/2017	13,309.68
593197	MONTALVO, PATRICIA	08/23/2017	723.51
593198	NASCO MODESTO	08/23/2017	91.66
593199	NEOFUNDS BY NEOPOST	08/23/2017	2,000.00
593200	NORCO INC	08/23/2017	34.28
593201	NORTH CENTRAL ESD	08/23/2017	87,960.36
593202	NW VITAL RECORDS CTR INC	08/23/2017	240.00
593203	OFFICE DEPOT	08/23/2017	3,183.76
593204	OLSON, TINA M	08/23/2017	65.00
593205	ON THE MEND MUSICAL INSTM REPA	08/23/2017	883.46
593206	ORRCO	08/23/2017	150.00
593207	OXARC	08/23/2017	121.62
593208	PACIFIC SECURITY	08/23/2017	375.00
593209	PAPE	08/23/2017	559.28
593210	PC & MACEXCHANGE	08/23/2017	13,500.80
593211	PIO IMPREST FUND	08/23/2017	87.88
593212	PLATT ELECTRICAL SUPPLY	08/23/2017	25.54
593213	PREMIER SCHOOL AGENDAS	08/23/2017	15.18
593214	PRUDENTIAL	08/23/2017	1,200.00
593215	PUD NO 1 OF CHELAN COUNTY	08/23/2017	32,691.60
593216	RICOH USA, INC.	08/23/2017	2,039.22
593217	RICOH USA, INC	08/23/2017	2,572.46
593218	RODDA PAINT	08/23/2017	372.18
593219	ROMAINE ELECTRIC	08/23/2017	451.85
593220	RWC GROUP	08/23/2017	1,184.97
593221	S & W IRRIGATION SUPPLY	08/23/2017	320.53
593222	SAMACO SUPPLY	08/23/2017	5,436.00
593223	SCHETKY NORTHWEST SALES	08/23/2017	1,765.47
593224	SHIPOWICK-SMITH COUNSELING	08/23/2017	208.33
593225	SHORT, CHERYL	08/23/2017	208.33
593226	SIX ROBBLEES INC	08/23/2017	1,903.16
593227	SKILLSOURCE	08/23/2017	4,573.27
593228	SOCIAL THINKING PUBL.	08/23/2017	49.70
593229	SONGSMITH STRING INSTRUMENTS	08/23/2017	71.54
593230	STANDARD PLUMBING AND HEATING	08/23/2017	1,605.75
593231	STANDARD PAINT	08/23/2017	115.97
593232	STANS MERRY MART	08/23/2017	193.85
593233	STERICYCLE COMM SOLUTIONS	08/23/2017	85.88
593234	STONEWAY ELECTRIC	08/23/2017	324.76
593235	SUPPLYWORKS	08/23/2017	1,249.32
593236	TROXELL COMMUNICATIONS	08/23/2017	6,967.94
593237	TURF STAR INC	08/23/2017	1,676.91
593238	UPS	08/23/2017	36.47
593239	VANDERVORT, LESLEY S	08/23/2017	389.51
593240	WASTE MANAGEMENT	08/23/2017	9,537.39
593241	WEINSTEIN BEVERAGE CO	08/23/2017	289.55
593242	WEN WORLD	08/23/2017	1,953.10
593243	WILDERS TRANSMISSION SERVICE	08/23/2017	2,596.18
593244	WSSDA ANNUAL CONF	08/23/2017	3,255.00

Check Nbr	Vendor Name	Check Date	Check Amount
593245	WVC	08/23/2017	9,900.00
593246	7 SEAS SCREEN PRINTING	08/23/2017	618.09
593247	A WISH COME TRUE LP	08/23/2017	1,452.00
593248	AVALON MUSIC INC	08/23/2017	900.00
593249	BROWN UNIVERSITY	08/23/2017	800.00
593250	BSN SPORTS	08/23/2017	1,124.66
593251	COUNTRY BOYS BBQ	08/23/2017	1,187.50
593252	DEMOULIN BROTHERS & COMPANY	08/23/2017	2,192.12
593253	E Z FLEX SPORT MATS	08/23/2017	1,000.00
593254	GO USA	08/23/2017	231.43
593255	HABITAT FOR HUMANITY GREAT WEN	08/23/2017	692.64
593256	HAGLUNDS TROPHIES	08/23/2017	1,076.09
593257	LA CASA DEL MARIACHI	08/23/2017	1,785.72
593258	LA QUINTA INN & SUITES WENATCH	08/23/2017	6,174.00
593259	PACIFIC SECURITY	08/23/2017	75.00
593260	PINS AND NEEDLES	08/23/2017	108.40
593261	SHOWBIZ NORTHWEST	08/23/2017	250.00
593262	VARSITY SPIRIT FASHIONS	08/23/2017	6,730.32
593263	WEN TRANSFER STATION	08/23/2017	248.92
593264	WHS ASB IMPREST	08/23/2017	180.00
593265	WSD FOOD SERVICES CATERING	08/23/2017	11,852.60
154	Computer	Check(s) For a Total of	466,641.55

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	154	Computer	Checks For a Total of	466,641.55
Total For	154	Manual, Wire Tran, ACH & Computer	Checks	466,641.55
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	466,641.55

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-2,056.95	0.00	430,019.01	427,962.06
40	Associated Stude	-268.14	0.00	38,947.63	38,679.49

August 22, 2017 Board Meeting

Submission Summary Form for District Contracts

Submit **unsigned** contracts to Les Vandervort for pre-approval at least two weeks before the scheduled School Board meeting. Upon pre-approval, Les will submit the contracts to the Superintendent's office, to be included on the consent agenda for School Board approval. Federally funded contracts must be accompanied with proof that the vendor has not been "Suspended or Debarred". *All District contracts require school board approval. The only authorized signatures on contracts are Brian Fiones, Jon Dejong, Les Vandervort, or the School Board.*


Date	New or Renewal or Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
08/15/17	Revision	No	Ricoh, USA, Inc	WHS copy machine for teachers in portables	\$71.65 mo	9/1/17 - 9/1/19	Kim White	Yes	Yes
					Budget Code				
					0100 27 7193 402				
08/11/17	Renewal	No	WHS Panther Athletic Booster	Concession Stand Agreement	N/A	2017-2018 School Year	Jim Beeson	Yes	No
					Budget Code				
					N/A				
07/18/17	Addendum	No	Campus Suite	Addition to existing contract #27888038	\$1,480	2017-2018 School Year	Ron Brown	Yes	Yes
					Budget Code				
					N/A				
08/07/17	New	No	School Data Solutions	Ease access to Skyward Data	N/A	7/25/17 - 7/24/18	Ron Brown	Yes	No
					Budget Code				
					N/A				
08/15/17	Renewal	No	PayneWest Insurance, Inc.	Client Service Agreements Property and Casualty	\$30,000	2017-2018 School Year	Denise Watson	Yes	No
					Budget Code				
					9700 68 7095 000				
					Budget Code				
					Budget Code				
					Budget Code				

Contract Coversheet (Non-Federal) Request Board Approval

Please submit this form with your unsigned contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

All contracts require school board approval.

The only authorized signatures on a contract are Brian Fiones, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
08/15/17	REVISION	RICOH, USA, INC.	Copy machine to serve the teachers located in the portables	\$71.65/mo. + .0079/click	9/1/17 - 9/1/19	<u>Kim White</u>	 Yes	Yes	This is decided at the district office.
				Budget Code		I have read this contract and recommend it for board approval.			
				0100 27 7193 402		<u>KW</u> Initial <u>8-15-17</u> Date			

Agency Contact Information (who & where contract needs to be mailed to for signing):

Agency Name Ricoh USA, Inc.
 Attention: Carey Wells
 Street address or PO Box 10020 E Knox, Suite 50
 City, State, Zip Code Spokane Valley, WA 99306
 Email Address carey.wells@ricoh-usa.com
 Phone Number 509-370-0505

Contract Details (Give a brief description of the contract):

If this is a revision, what has changed?

**Be sure to follow state bid requirements as
outlined in RCW 28A.335.190**

Reviewed by Attorney _____

Signature

Requires Edits? _____



235 Sunset Avenue
PO Box 1767
Wenatchee, WA 98807-1767
Phone: 509-663-8161
FAX: 509-663-5929

MEMORANDUM of UNDERSTANDING
BETWEEN
Wenatchee School District AND Ricoh USA, Inc.

SUBJECT: 1 Ricoh copier and cabinet for use at Wenatchee High School to add to existing lease of Ricoh copiers leased currently throughout the district.

1. Purpose: Lease for Ricoh MP301SPF with cabinet.
2. Reference: Pricing and terms are outlined in State of Washington Contract #05214 and WSCA/NASPO Value Point Contract #3091.
3. Contract period: September 1, 2017 – September 1, 2019
4. Monetary and performance terms: 24 month lease payment of \$71.65 per month. Additional charge of .0079 per click per copy. Includes all parts, labor, service and supplies excluding paper.
5. This MOU shall be effective upon the signature of Wenatchee School District and Ricoh USA, Inc. officials. It shall be in force from September 1, 2017 – September 1, 2019. Both parties indicate agreement with this MOU by their signatures.

Wenatchee School District #246

Ricoh USA, Inc.

Authorized Signer

Authorized Signer

Date

Date

August 11, 2017

Kim White
Wenatchee High School
Wenatchee School District
1101 Millerdale
Wenatchee, WA 98801

Dear Kim,

Thank you for this opportunity to quote you on the following Ricoh Digital copier. This quote is per the terms and conditions of the WSCA/NASPO Value Point Contract #3091 and State of WA Contract #05214.

Ricoh MP301SPF *No Cabinet*

24 Month Lease - \$67.48

Included Options

Surge Protector
Network Connection

Ricoh MP301SPF *w/ Cabinet*

24 Month Lease - \$71.65

Included Options

Cabinet
Surge Protector
Network Connection

Specifications

- Scan, Print, Fax speed of 30 ppm Standard print, copy, color scan
- Supports sizes up to 8 1/2" x 14"
- Scan to and Print from USB
- 500 sheet paper drawer capacity
- Adobe Post Script

Pricing includes delivery, set-up, training and network installation.

Maintenance contract to include all parts, labor, service and all supplies excluding paper and is billed monthly, black and white at \$.0079 per copy and is fixed for the term of the contract.

For PO Generation Purposes:

Remit to address for GE (leasing partner): Ricoh USA Inc, P.O. Box 650073, Dallas TX 75265-0073

MP301SPF FMV Lease - \$67.48 **OR** \$71.65 per month for 24 months (based upon the chosen lease option)

PO is subject to NASPO ValuePoint Master Agreement Contract resulting from RFP# 3091 and Washington Contract #05214.


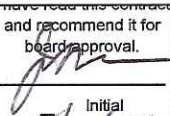
If you have question regarding this quote please contact Carey Wells at (509) 370-0505.

**Contract Coversheet (Non-Federal)
Request Board Approval**

Please submit this form with your unsigned contract to Denise Watson at least 3 weeks before the scheduled School Board meeting. Upon attorney review and approval, Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

All contracts require school board approval.

The only authorized signatures on a contract are Brian Fiones, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required ?	Attorney Review Required?
08/11/17	Renewal	Wenatchee School District and Panther Athletic Booster	Concession stand agreement with the Panther Athletic Booster	\$0	2017-2018 school year	<u>Jim Beeson</u>		no	
				Budget Code		<small>I have read this contract and recommend it for board approval.</small> 			
				n/a		Initial <u>JB</u> Date <u>8/11/17</u>			

Agency Contact Information (who & where contract needs to be mailed to for signing):

Contract Details (Give a brief description of the contract):

Agency Name Wenatchee HS Panther Athletic Booster
 Attention: return to Tami Walters
 Street address or PO Box _____
 City, State, Zip Code _____
 Email Address _____
 Phone Number _____

This is an Agreement with Wenatchee School District and Panther Athletic Booster for the concession stand sponsorship.

Be sure to follow state bid requirements as outlined in RCW

Reviewed by Attorney _____
Signature

Requires Edits? _____

**Agreement between WENATCHEE SCHOOL DISTRICT
and Panther Athletic Booster Club**

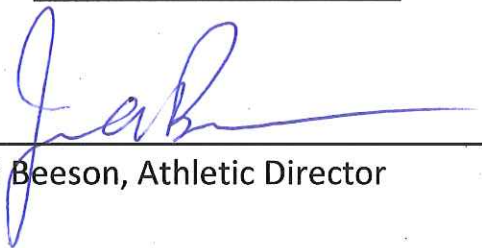
This agreement grants permission to the Panther Athletic Booster Club to provide and sell concessions at all athletic events and other special events sponsored by the Booster Club and/or Athletic Department for the 2017-18 school year.

It is understood that the Booster Club will manage the concession stands and any WHS sport or club that chooses to sign up for concessions will receive a profit share of \$100 per event. The profit share will be deposited into the ASB account for said sport or club.

It is understood that all monies raised by the Panther Athletic Booster Club through concessions will be deposited into the ASB Fundraising account for the sport or group who worked the concessions.

The monies generated by the Panther Booster Club will be used to support the athletic teams at Wenatchee High School.

Date: _____



Jim Beeson, Athletic Director

Wenatchee School District official



Panther Booster Club President



ASB President



ASB Treasurer



ASB Central Treasurer

Contract Coversheet (Non-Federal)
Request Board Approval

Please submit this form with your unsigned contract to Denise Watson at least 3 weeks before the scheduled School Board meeting. Upon attorney review and approval, Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

All contracts require school board approval.

The only authorized signatures on a contract are Brian Flones, Jon DeJong, Les Vandervort, or the School Board.

RECEIVED

AUG 08 2017

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
07/18/2017	Addendum	Campus Suite	Addition of the Campus Suite ADA Service Plan to existing contract #27888038	\$1,480.00	09/01/2017 - 08/31/2018	<i>Ron Brown</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
				Budget Code		I have read this contract and recommend it for board approval. <i>[Signature]</i> Initial: <u>RB</u> Date: <u>8-6-17</u>			
				n/a					

Agency Contact Information (who & where contract needs to be mailed to for signing):

Agency Name: Innersync Studio LLC (Campus Suite)
 Attention: Steve Williams
 Street address or PO Box: 752 Dunwoodie Drive
 City, State, Zip Code: Cincinnati, OH 45230
 Email Address: steve@campussuite.com
 Phone Number: (800) 301-9285

Contract Details (Give a brief description of the contract):

Addition of the Campus Suite ADA Service Plan to existing contract #27888038; ADA Compliance monitoring, reporting and updating to the WSD websites.

Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Reviewed by Attorney

 Signature

Requies Edits?

Rev 08/18/2015

Addendum

Addendum A to Campus Suite Contract:

Contract effective date: 7/1/2017

Contract number: #27888038

Your updated Terms & Condition can be found [HERE](#)

Campus Suite ADA Service Plan

ADA Compliance monitoring, reporting and updating.....\$1,480.00 annually

PROVIDER: Innersync Studio, Ltd.

By: _____ Date: _____

Authorized Representative

Innersync Studio, LLC

USER: Wenatchee School District 246

By: _____ Date: _____

Print name: _____

CAMPUS SUITE TERMS AND CONDITIONS (HTTPS://WWW.CAMPUSSUITE.COM/CAMPUS-SUITE-TERMS-CONDITIONS/)

Last Modified: November 9th, 2016

This is a contract between you (the Licensee) and Innersync Studio, Ltd. (the Licensor). It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. It is a legal document so some of the language is necessarily "legalese", but we have tried to make it as readable as possible. These terms are so important that we cannot provide our products and services to you unless you agree to them.

RECITALS

WHEREAS, Licensor is engaged in the school of providing access to Software and Licensor's application server;

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Grant of License

Subject to the terms and conditions herein, Licensor hereby grants Licensee a nonexclusive license to (i) access and utilize Campus Suite Hosted Edition (the 'Software') on Licensor's application server over the Internet, and (ii) transmit data related to Licensee's use of the Software over the Internet.

2. Use and Access

A. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software and Licensor's application server for the purpose of using the software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Licensor. Such use and access will be continuous on a 24/7 basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control.

B. Licensee will use the Software only for its internal school operations and will not permit the Software to be used by or for the benefit of anyone other than Licensee. Licensee will not have the right to re-license or sell rights to access and/or use the Licensed Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Licensee agrees to use the Software in a manner that complies with all applicable laws including intellectual property and copyright laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.

C. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the software through a single identification or password code being made available to multiple users on a network.

3. Unlimited Calling, E-mailing and Texting Restriction

Licensee may send unlimited calls, emails and texts during the term of this Agreement to the recipient numbers and email addresses based on the enrollment number provided (qualifying personnel included in service at no extra charge) at the time of sign up or on the renewal date. Calls and texts will be limited to the North American Numbering Plan. Valid recipients include (parents, guardians, students, employees, faculty and administrative staff. Calls, emails, or texts to others outside of this enrollment and qualifying personnel are strictly prohibited. All recipients must opt into communications from your school to be called, emailed, or texted.

4. Definition of Unlimited Calls

Certain plans are classified as "unlimited," which means you can send an unlimited number of time-sensitive messages to a relatively static list of members or recipients, provided, however, that messages conform with all FTC and FCC regulations, and are not considered as "spamming" by your recipients. The following results may result in a plan adjustment or account cancellation by Licensor: Frequently changing recipient lists; frequently sending messages that have a high percentage of disconnected numbers; frequent hang-ups by recipients shortly after the call begins; receiving a high percentage of opt-out requests from your recipients.

5. Minimum Age

You are prohibited from using or registering for the Campus Suite system for notifications for individuals under the age of eighteen. By using or registering for the Campus Suite system, you represent and warrant to Licensor that your users are above the age of eighteen, or have parental consent.

6. Customer Represent and Warrants

Customer Represents and warrants that one (1) user is knowledgeable concerning the restrictions under federal, state and local laws and regulations that may apply to customer's use of Campus Suite and other automated communication services ordered hereunder, and two (2) each use by the user of Campus Suite shall comply in all respects with all such applicable laws and regulations, including but not limited to the type and identity of each call recipient, transmission of a valid caller-ID, customer's relationship to each call recipient, the call date and time selected by the user and the

14. Relation of Parties

Nothing in this Agreement will create or imply an agency or employment relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

15. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

16. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Ohio. The arbitration will be held in Ohio. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

17. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs. Licensor's total liability under this Agreement with respect to the Software, legal fees, or damages regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee to Licensor during the twelve month period immediately preceding the occurrence or act or omission giving rise to the claim.

18. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

19. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

20. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

21. Entire Agreement

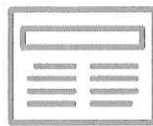
This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

Check out our free resources.

The Campus Suite Academy shares the latest trends in school communication and technology.



[Ebooks and Guides » \(/resources/\)](/resources/)



[Our Blog » \(/blog/\)](/blog/)

PO DATE
07/19/2017

PURCHASE ORDER NUMBER
7501700003



235 Sunset Avenue
P.O. Box 1767
Wenatchee, WA 98807-1767
Phone: 509-663-8161
Fax: 509-663-5929

VENDOR KEY : INNERSYN000
SHIP DATE : 07/18/2017
FISCAL YEAR : 2017-2018
ENTERED BY : MCDONHOL001

PRINTED 07/19/2017

VENDOR
INNERSYNC STUDIO LTD
PO BOX 75331
FORT THOMAS, KY 41075

SHIP TO:
WENATCHEE SCHOOL DISTRICT
1001 CIRCLE ST
SHIPPING ADDRESS ONLY
WENATCHEE, WA 98801

PHONE: (513) 409-0430

ATTN: RON BROWN/InstrTech/hm

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EACH	Campus Suite ADA Service Plan: ADA Compliance monitoring, reporting and updating Addendum A to Campus Suite Contract #27888038, 09/01/2017 - 08/31/2018	1480.00000	1,480.00
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		10 E 530 0179 27 7000 000 0000 0000	1,752.32	
<p>Appointments are required for ALL deliveries. *UPS & FEDEX HAVE STANDING APPOINTMENTS* Others please call (509) 663-1448 to schedule. Chemicals shipped to WSD must be accompanied by a MSDS sheet or order may be refused.</p>				
*****PO TOTAL RECAP*****				
				Subtotal of PAGE TOTALS
				1,480.00
				Other Charges
				148.00
				Tax
				124.32
			PAGE TOTAL	1,480.00
			TOTAL	1,752.32

PLEASE ACCEPT
PAYMENT AFTER
SEP 15 2017

WENATCHEE SCHOOL DISTRICT IS NOT TAX EXEMPT
SCHOOL DISTRICT FISCAL YEAR IS SEPT 1 - AUG 31
PLEASE REFERENCE PO NUMBER ON SHIPPING LABEL & ALL CORRESPONDENCE

PURCHASE APPROVED BY:



Contract Coversheet (Non-Federal)
Request Board Approval



Please submit this form with your unsigned contract to Denise Watson at least 3 weeks before the scheduled School Board meeting. Upon attorney review and approval, Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

All contracts require school board approval.

The only authorized signatures on a contract are Brian Flores, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
08/07/2017	New	School Data Solutions	Agreement between School Data Solutions and WSD to collaborate with the ESD to ease access to our skyward data.	\$0.00	07/25/2017 - 07/24/2018	Ron Brown		No	
				Budget Code		I have read this contract and recommend it for board approval.  Initial: <u> </u> Date: <u>8-8-17</u>			
				n/a					

Agency Contact Information (who & where contract needs to be mailed to for signing):

Agency Name: School Data Solutions
 Attention: Teresa M. Santoy
 Street address or PO Box: 703 W 7th Avenue
 City, State, Zip Code: Spokane, WA 99204
 Email Address: teresa@schooldata.net
 Phone Number: (509) 840-0332

Contract Details (Give a brief description of the contract):

School Data Solutions (SDS) develops and provides software for school districts utilizing school district data. In that capacity, SDS has created data import/export systems between other districts and their vendors, such as WSIPC, that store school district data. This Agreement is to authorize the release of confidential information from WSD to SDS, enabling SDS to develop and demonstrate products and services. SDS promises to not disclose any private or confidential information it receives to unauthorized third parties.

Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Reviewed by Attorney _____

Signature

Requies Edits? _____



DATA SHARING AGREEMENT

DATA SHARING AGREEMENT
BETWEEN
WENATCHEE SCHOOL DISTRICT
AND
SCHOOL DATA SOLUTIONS

This Agreement is made and entered into as of this date July 25, 2017 by and between Wenatchee School District (hereafter referred to as "District") and School Data Solutions (hereinafter referred to as "SDS").

1. PURPOSE: The District desires easier and more efficient access to all of its data, including data being stored externally by vendors. The District wishes to integrate externally stored data into a single local data repository for use by district employees and authorized vendors. It is understood the District's data may include confidential and private student and staff information.

SDS develops and provides software for school districts utilizing school district data. In that capacity, SDS has created data import/export systems between other districts and their vendors, such as WSIPC, that store school district data.

This Agreement is to authorize the release of confidential information from the District to SDS, enabling SDS to develop and demonstrate products and services. SDS promises to not disclose any private or confidential information it receives to unauthorized third parties.

Therefore, in consideration of the mutual covenants and promises contained herein, SDS and the District agree as follows:

2. CONFIDENTIAL INFORMATION: The term "confidential information" as used in this Agreement means any and all information provided by the District to SDS, its staff, officers, agents, and independent contractors which is exempt from mandatory disclosure by the District under the terms of the state public disclosure laws codified at chapter 42.17 RCW. The term "confidential information" includes, but is not limited to:

- a) Any assessment-related information, the disclosure of which could impair or compromise the validity or reliability of the assessment, including (a) student assessment and test items, questions, problems and exercises, (b) student assessment and test scoring keys and other data used to administer a student assessment or test, and (c) any other assessment or test information, the disclosure of which could impair or compromise the validity or reliability of a student assessment or test. (See in particular RCW 28A.635.040 and 42.17.310(1) which expressly restricts the public disclosure of test items, scoring keys, and other student testing data.)
- b) Any personally identifiable student-related information, including, but not limited to (a) student names, (b) the name of a student's parent or other family members, (c) student addresses, (d) the address of a student's family, (e) personal identifiers such as a student's social security number or student number, (f) personal characteristics that would make a student's identity easily traceable, (g) any combination of information that would make a student's identity easily traceable, (h) test results for schools and districts which test fewer than ten students in a grade level, and (i) any other personally identifiable student related information, or portrayal of student related information in a personally identifiable manner, (See, in particular, RCW 42.17.310(1)(a) which exempts personal information in files maintained for students in public schools from mandatory public disclosure; RCW 42.17.260(1) which exempts from mandatory public disclosure information specified in certain RCWs and "other statute which ... exempts or prohibits disclosure ..." such as the federal FERPA statute at 20 U.S.C. Section 1332g and its implementing regulations at 34 C.F.R. Part 99 which prohibit the unauthorized public disclosure and re-disclosure of "personally identifiable student information" in or from student "education records"; the state ethics law at RCW 42.52.050(2) which prohibits state officers and employees from disclosing confidential information as defined above; and RCW 28A.655.090(7), the

fewer than 10 students rule.) (See also RCW 42.56.210(1) which states that statistical information, not descriptive of any readily identifiable person, is not confidential information and is not exempt from public disclosure.)

3. ACCESS BY AUTHORIZED ENTITY OFFICIALS: Authorized representatives of SDS may request, and will be given access to, the confidential information contained in the District's databases, including the student information system database and student assessment records, for the purposes stated in this Agreement.

4. ACCESS BY THE SCHOOL DISTRICT: SDS shall give the District access to confidential information provided by the District whenever such access is requested.

5. RE-DISCLOSURE OF CONFIDENTIAL INFORMATION: Re-disclosure of confidential information received from the District by any SDS staff or agent to any person who is not expressly identified by or pursuant to this Agreement, its attachments, or addendums, as a person authorized to receive and process such information is prohibited by this Agreement, the state Ethics in Public Service law (RCW 42.52.050), and various state and federal laws such as those cited above in the context of the definition of confidential information.

The District will have full access to all raw data imported by SDS onto the District's servers. As such, the District may offer full access of the raw data to any person or company it deems fit. SDS will not disclose any of the District's confidential information without prior written identification from the District of the individual(s) authorized to receive the confidential information. If the District authorizes a third party's access to the confidential information, SDS will not be held liable for that third party's use of the information.

6. ASSURANCES: The parties agree that all activity pursuant to this Agreement will be in accordance with this Agreement and all applicable current or future federal, state and local laws, rules and regulations.

7. LIMITATION ON ACCESS AND USE: SDS agrees to the following limitations on the use of the confidential information provided by the District:

- a) Confidential information provided by the District will remain the property of the District, will be returned to the District or destroyed when the work for which the information was required has been completed, and will not be duplicated or re-disclosed without the written authority of the District.
- b) SDS will provide to the District and attach to this Agreement a written statement of work that includes the purpose of the information request, how the information will be used, and the information needed. SDS, its staff and its agents shall not use confidential information provided by the District for any purpose not specifically authorized under federal law, state law, and this Agreement.
- c) SDS shall protect the confidentiality of information provided by the District pursuant to this Agreement by adopting and implementing effective physical, electronic, and managerial safeguards against unauthorized access to and unauthorized disclosure of such information.

8. SAFEGUARDS AGAINST UNAUTHORIZED ACCESS AND RE-DISCLOSURE: SDS agrees to establish and implement the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by the District pursuant to this Agreement:

- a) Access to the information provided by the District will be restricted to only those authorized staff, officials, and agents of SDS who need it to perform their official duties in the performance of work that requires access to the information as detailed in the statement of work.
- b) SDS will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
- c) SDS will protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal, or other means.
- d) SDS shall take precautions to ensure that only authorized personnel and agents are given access to on-line files containing confidential information.
- e) SDS shall instruct all personnel, subcontractors, and agents with access to the information regarding the confidential nature of the information, the requirements of the Limitation on Access and Use and Safeguards Against Unauthorized Access and Re-Disclosure clauses of this Agreement, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Agreement.

9. INSPECTIONS: SDS shall permit the District to make inspections for purposes of monitoring compliance with this Agreement. Inspections shall be coordinated through Joe Tansy, President, SDS.

10. PERIOD OF PERFORMANCE AND AUTOMATIC RENEWAL: This Agreement shall commence on the date of execution, and shall continue for one year. The term of this Agreement, however, shall automatically renew at the end of each year, without any further action from the parties unless the District or SDS requests expiration in writing prior to the expiration date. SDS will not be responsible to inform the District of the automatic renewal nor of its ability to request expiration.

11. NO GUARANTEE OF ACCURACY AND NON-LIABILITY: Neither Washington State OSPI nor the District guarantees the accuracy of the data provided. SDS assumes no liability for the accuracy of the data provided to SDS by the District.

12. OWNERSHIP: The parties agree that the District owns all confidential information disclosed by the District. The parties also agree that SDS will own any data systems, software, or data management products that SDS develops from that confidential information. The District is prohibited from reverse engineering or in any way copying SDS products, code, or techniques. In order to ensure compliance with this prohibition, SDS reserves the right to examine the database structures, user interfaces and code of any tools the District builds after gaining access to SDS intellectual property that resembles SDS functionality.

13. TERMINATION OF ACCESS: The District may at its discretion disqualify at any time any person authorized access to confidential information by or pursuant to this Agreement. Notice of disqualification shall be in writing and shall terminate a disqualified person's access to any information provided by the District pursuant to this Agreement immediately upon delivery of the notice to the office of SDS. Disqualification of one or more persons by the District does not affect other persons authorized by or pursuant to this Agreement.

14. TERMINATION FOR CAUSE: The District may terminate this Agreement at any time prior to the date of completion if and when it is determined that SDS has failed to comply with the conditions of this Agreement. The District shall promptly notify SDS in writing of the termination and the reasons for termination, together with the effective date of termination. In case of termination, the confidential information provided by the District shall be returned to the District or destroyed on or before the date of termination.

15. NONDISCRIMINATION: No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this agreement because of race, color, creed, marital status, religion, sex, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief, provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of her or her employment position, even with reasonable accommodation. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and applicable state law. In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

16. RECORDS MAINTENANCE: Both parties hereto shall retain all records, books or documents related to this Agreement for six years.

17. INDEMNIFICATION: Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents, and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from any act or omission of its own staff, employees, officers, agents, and independent contractors.

18. DISPUTES: If a dispute should arise regarding the terms and conditions of this Agreement or the duties imposed herein, the dispute shall be resolved as follows: each party shall separately appoint a representative to a dispute panel; the two appointed representatives shall mutually agree on a third person to chair the dispute panel; and the dispute panel shall thereafter decide the disputes with the majority prevailing.

19. WAIVER: Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute a waiver to any future rights which such party might have hereunder.

20. SEVERABILITY: If any provision of this Agreement is deemed to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected thereby, and such provision shall be construed so as to effectuate the purposes of this Agreement, to the greatest extent possible.

21. CHANGES, MODIFICATIONS AND AMENDMENTS: This Agreement may be waived, changed, modified, or amended only by written agreement executed by both parties.

22. ALL WRITING CONTAINED HERIN: This Agreement sets forth in full the entire agreement of the parties; and any other agreement, representation or understanding, verbal or otherwise, is deemed null and void and of no force and effect whatsoever.

By signing this Agreement, the Requesting Entity certifies that its policies and procedures comply with the confidentiality requirements of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement,

WENATCHEE SCHOOL DISTRICT

Signature: _____

By: _____

Title: _____

Date: _____

SCHOOL DATA SOLUTIONS

Signature:  _____

By: Joseph S. Tansy

Title: President

Date: July 25, 2017

Return all pages of this Agreement to School Data Solutions.

Email: jojo@schooldata.net

Fax: (509) 703-7724

Mail: 703 W. 7th Avenue | Spokane, WA 99204

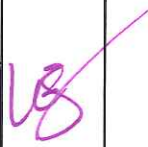
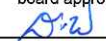
Contract Coversheet (Non-Federal)

Request Board Approval

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

All contracts require school board approval.

The **only** authorized signatures on a contract are Brian Flones, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
08/15/17	Renewal	PayneWest Insurance, Inc.	Client Service Agreement Property and Casualty	\$30,000	2017-2018 School Year	<u>Denise Watson</u>	 I have read this contract and recommend it for board approval.		This is decided at the district office.
				Budget Code		 Initial			
				9700 68 7095 000		<u>8-15-17</u> Date			

Agency Contact Information (who & where contract needs to be mailed to for signing):

Agency Name PayneWest Insurance, Inc.
 Attention: Daryl Ferguson
 Street address or PO Box 706 N. Chelan Ave
 City, State, Zip Code Wenatchee, WA 98801
 Email Address Dferguson@paynewest.com
 Phone Number 509-662-5157 cell 509-670-1808

Contract Details (Give a brief description of the contract):

If this is a revision, what has changed?

Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Reviewed by Attorney _____
 Signature

Requires Edits? _____



Service Agreement- Property & Casualty

THIS SERVICE AGREEMENT is made effective the 1st day of September, 2017 (“Effective Date”) by and between Wenatchee School District #246, having an office located at PO Box 1767, Wenatchee, WA 98801 (“Client”) and PayneWest Insurance, Inc., a Montana corporation having an office located at 706 N Chelan Avenue, Wenatchee, WA 98801 (“PayneWest”).

RECITALS

WHEREAS, PayneWest is duly licensed to engage in the insurance business for purposes set forth herein, and;

WHEREAS, Client desires to engage the services of PayneWest upon the terms and conditions hereinafter set forth;

NOT THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. TERM AND TERMINATION

The term of this Agreement shall commence on September 1, 2017 and shall terminate on September 1, 2018. The term may be extended by mutual written agreement of the parties. In the event of termination, PayneWest will assist Client in arranging a smooth transition process. However, PayneWest’s obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.

Notwithstanding the term of this Agreement, and except as otherwise provided in section V.b., either party shall have the right to terminate this Agreement upon 90 days’ prior notice to the other.

II. OBLIGATIONS OF PAYNEWEST

PayneWest will provide the services set out on Exhibit A attached hereto (collectively, the “Services”) to Client for the following lines of business: **Commercial Package** If the Services include the placement of insurance, PayneWest will use its commercial best efforts to secure such insurance coverages on the Client’s behalf. In the event an insurance company cancels or refuses to place such insurance coverages, PayneWest will use its commercial best efforts to obtain the coverage from another insurance company.

III. OBLIGATIONS OF CLIENT

- a. Client shall pay PayneWest a fee of \$30,000. The annual fee payable and invoiced with the 2017 insurance premiums for consulting and other Services stated herein, which such fee may be revised at the time of renewal of this Agreement by the execution of an amendment to the Agreement signed by the parties hereto. If work is required to be performed in addition to the Services, Client agrees to compensate PayneWest for such additional work as negotiated and under addendum or separate written agreement. So long as the terms and conditions of the Services are substantially similar and PayneWest performance is acceptable, upon expiration of this agreement, in subsequent years the annual fee shall be negotiated, and shall be payable and earned as provided herein.



Service Agreement- Property & Casualty

- b. Client will make available such reasonable information as required for PayneWest to conduct its services. Such data will be made available as promptly as possible. PayneWest understands that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement.
- c. Client agrees to notify PayneWest as soon as possible of any proposed amendments to the Agreement to the extent that the amendments would affect PayneWest in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for PayneWest to perform the services covered by this Agreement.

IV. RECORD KEEPING

PayneWest will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

V. DISCLOSURES

- a. In addition to such fees provided for herein, PayneWest may also receive investment income on fiduciary funds temporarily held by it such as premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers, and similar parties may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Any such fees or commission will not constitute compensation to PayneWest under section III above.
- b. PayneWest's fees under this Agreement shall be earned on the Effective Dates (and any renewal thereof), and Client shall pay PayneWest upon receipt of an invoice from PayneWest. Client is responsible for payment of premiums for all insurance placed by PayneWest on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of the Agreement that will allow PayneWest to immediately terminate this Agreement, at its option, without notice to Client.
- c. Where applicable, insurance coverage placements which PayneWest makes on Client's behalf may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state (s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by PayneWest on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of PayneWest consulting fees or commissions referred to herein.
- d. Contingent, supplemental, or bonus commissions. Some of the insurance companies PayneWest represents may pay it additional incentive commission, sometimes referred to as contingent, supplemental or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions would be in addition to any other compensation PayneWest



Service Agreement- Property & Casualty

may receive. At your request, PayneWest will provide you with a detailed statement regarding our compensation on your account and how the compensation is calculated.

- e. PayneWest will not be operating in a fiduciary capacity, but only as Client's consultant, obtaining a variety of coverage terms and conditions to protect the risks of Client's enterprise (s). PayneWest will seek to bind those coverages based upon Client's authorization; however, PayneWest can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so Client agrees to read all policies carefully.
- f. Client acknowledges that (i) PayneWest shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) PayneWest shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) PayneWest shall perform services pursuant to this Agreement in a non-fiduciary capacity.

VI. INDEMNIFICATION

- a. PayneWest agrees to indemnify and hold Client harmless from any loss, cost, damage, or expense (including reasonable attorney's fees) arising from the negligent acts or omissions of PayneWest.
- b. Client agrees to indemnify and hold PayneWest harmless from any loss, costs, damage, or expense (including reasonable attorney's fees) arising from the negligent acts or omissions of Client, including any financial obligation to pay premiums to any insurance company.

VII. ENTIRE AGREEMENT

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded. Subsequent amendments to this Agreement shall only be in writing signed by both parties.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.



Service Agreement- Property & Casualty

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

Wenatchee School District #246

PayneWest Insurance, Inc.

By: _____
Name:
Its:

By: _____
Kyle Lingscheit
Its: CEO

Date: _____

Date: _____

Producer: Daryl Ferguson
Signed: Daryl Ferguson
License # 8-14-17



Service Agreement- Property & Casualty

EXHIBIT A – SERVICES

Subject to all other terms and conditions of this Agreement, PayneWest shall provide the following Services for the lines of coverage identified in Section II.

Scope of Services

- **Review your insurance needs with you**
- **Prepare insurance specifications and market your insurance coverages with appropriate carriers**
- **Review insurance policies for accuracy**
- **Prepare summaries of your insurance coverage**
- **Submit claims to the insurance carrier on your behalf and assist in the settlement of the claim when necessary**
- **Answer insurance-related questions which may arise**
- **Review insurance requirements in contracts when requested**
- **Issue insurance certificate as requested**
- **Disclose compensation received from carriers**

MEMORANDUM

Inventory Surplus

TO: Board of Education
FROM: Karen Walters, Director of Accounting
DATE: August 22, 2017
SUBJECT: Declaration of Surplus

The Administration recommends that the items on the attached list be declared surplus and requests

Building	Quantity	Item
Columbia	30 Boxes	Library Books
	1 Box	Number Corner/Bridges Material
	1 Box	Rewards Reading Material
	1	Wireless Microphone System
	1	Wireless Sound Amplifier
	1 Box	Scholastic Transition Material
	1	Into English Set
	2	Scholastic Transition Program
	1 Box	Estados Unidos
	1 Box	Landform Textbooks
	1 Box	Misc. Text Books
	1	Kidney Table
	1	Rectangle Table
	Maintenance & Operation	1
1		Rolling Table
Transportation	3	Communication Radio
	1	Timer
	1	Radio Charger
	1	Low Band Receiver
	1	Transceiver
	1	Metal Tray
	1	Wall Mount File Holder
	1	Wood Table
	1	Metal Table
	2	Table Legs
	1	Toshiba TV
	1	Wireless Desktop Receiver
	2	CPI Communication Radio
	3	Purple Chairs
	1	Wood Chair
	1	Leather Chair
	1	Desk Chair
	2	Desk
	1	4 Drawer File Cabinet
	2	Bulletin Board
2	Stacking Chair	
1	Paper Holder	
Technology <i>M&T</i>	26	Asante Intracore
	3	Asante IntraSwitch
	2	TribeStar
	1	Asante Friendly
	6	SMC TigerSwitch
<i>Technology</i>	1	Mac Mini
	1	Cisco Router
	1	HP Envy Monitor



***WSD POLICY SERIES
CONSENT AGENDA
NO CHANGES***

Suicide Prevention

The Wenatchee School Board of Directors recognizes that suicide is a leading cause of death among youth and that suicidal indicators such as substance abuse and violence are complex issues that should be taken seriously. While district staff may recognize potentially suicidal youth and the district can make an initial risk assessment, the district cannot provide in-depth mental health counseling. Instead, the board directs district staff to refer students who exhibit suicidal behaviors to an appropriate service for further assessment and counseling.

District staff who have knowledge of a suicide threat must take the proper steps to support the student and to report this information to the building principal or designee who will, in turn, notify the appropriate school officials, the student's family and appropriate resource services.

The board also recognizes the need for youth suicide prevention procedures. The district will adopt and, at the beginning of each school year, provide to all district staff, including substitute and regular bus drivers, a plan for recognizing, screening, referring and responding to students in emotional or behavioral distress. At a minimum, the plan will:

- Identify training opportunities for staff on recognizing, screening and referral of students in emotional or behavioral distress, including those who exhibit indicators of substance or sexual abuse, violence or suicide;
- Describe how to utilize the expertise of district staff trained in recognition, screening and referral;
- Provide guidelines, based on staff expertise, for responding to suspicions, concerns or warning signs of emotional or behavioral distress;
- Address development of partnerships with community organizations and agencies for referral of students to support services, to include development of at least one memorandum of understanding between the district and one such entity;
- Contain procedures for communication with parents and guardians, including notification requirements in accordance with RCW 28A.320.160;
- Describe how staff should respond to a crisis situation where a student is in imminent danger to himself or herself or others;
- Describe how the district will provide support to students and staff after an incident of violence, student suicide or allegations of sexual abuse of a student;
- Describe how staff should respond when allegations of sexual contact or abuse are made against a staff member, volunteer, parent, guardian or family member of the student, including how staff should interact with parents, law enforcement and child protective services;
- Describe how the district will provide to certificated and classified staff the training on the obligation to report physical abuse or sexual misconduct required under RCW 28A.400.317.

The superintendent will develop and implement the plan and a staff training schedule to achieve the board's goals and objectives.

Cross References

3211 - Transgender Students
3207 - Prohibition of Harassment, Intimidation and Bullying
2140 - Guidance and Counseling

Legal References

RCW 28A.410.226 Washington professional educator standards board
— Training program on youth suicide screening
— Certificates for school nurses, social workers,
psychologists, and counselors — Adoption of
standards.
RCW 28A.410.043 School Counselor Certification
RCW 28A.320.1271 Model school district plan for recognition, initial
screening, and response to emotional or behavioral
distress in students.
RCW 28A.320.127 Plan for recognition, screening, and response to
emotional or behavioral distress in students.

Management Resources

2016 - July Issue
2014 - December Issue
2011 - April Issue

Adopted 8/17
Wenatchee School District



OVERNIGHT / OUT OF STATE FIELD TRIP REQUESTS

Out of District/Overnight & Out of State Field Trip Requests for Board Approval on August 22, 2017

Requesting Location	Trip Number	Dates	Destination	Teacher/Advisor Name	Group Making Trip/Chaperones	Educational Objective	# of Adults	# of Students	Estimated Cost	Funding Source
212 Foothills Middle School	2726	09/27/2017 08:45:00 AM - 09/29/2017 12:00:00 PM	Tall Timbers Ranch - Leavenworth WA	Sarah Cabbage	6th grade students and teachers	bonding and team building	12	75	\$ 8,193.86	Foothills - BEA
402.5 Wenatchee High School - ASB	2951	01/05/2018 05:00:00 AM - 01/06/2018 08:00:00 PM	Gonzaga University - Spokane WA	Dave Carlson & Students	Debate Team	State Tournament for advanced competitors	3	8	\$ 1,023.42	WHS - Debate
402.5 Wenatchee High School - ASB	2948	11/10/2017 10:45:00 AM - 11/11/2017 11:00:00 PM	Snohomish High School - Snohomish WA	Dave Carlson & Students	Debate Team	State tournament #1 for advanced competitive students	3	8	\$ 1,951.64	WHS - Debate
402.5 Wenatchee High School - ASB	2953	02/02/2018 04:30:00 AM - 02/04/2018 02:00:00 AM	University High School - Spokane WA	Dave Carlson & Students	Debate Team	State Prep tournament for Regionals	5	10	\$ 1,298.51	WHS - Debate

WENATCHEE LEARNS

STRATEGIES

- *Strategy One - Personalized Learning*
- *Strategy Two – Tapping into the Power of the Community*
- *Strategy Three – Use Best Tools & Resources to Advance Learning*
- *Strategy Four – Balance Change for All with Excellence for All*

Wenatchee School District

Combined Enrichment Levy and Bond Tax Rates per \$1,000 Assessed Value

<u>Collection Year</u>	<u>Enrichment Levy</u>	<u>Total Bonds</u>	<u>Combined Tax Rates</u>
2017	2.94	1.30	4.24
2018	2.89	1.31	4.20
2019	1.50	2.47	3.97
2020	1.50	2.47	3.97
2021	1.50	2.47	3.97

WENATCHEE SCHOOL DISTRICT NO. 246
CHELAN COUNTY, WASHINGTON

BONDS TO EXPAND AND MODERNIZE WENATCHEE HIGH SCHOOL

RESOLUTION NO. 09-17

A RESOLUTION of the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington, providing for the submission to the voters of the District at a special election to be held on February 13, 2018, of a proposition authorizing the District to issue general obligation bonds in the principal amount of no more than \$120,000,000, for the purpose of paying costs of expanding and modernizing Wenatchee High School, the principal of and interest on such bonds to be payable from annual excess property tax levies; designating the Secretary to the Board and bond counsel to receive notice of the ballot title from the Auditor of Chelan County, Washington; authorizing a request for a Certificate of Eligibility from the State Treasurer pursuant to chapter 39.98 RCW; designating the Secretary to the Board and/or the District's Chief Financial Officer as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility; and providing for other matters properly related thereto, all as more particularly set forth herein.

ADOPTED: _____, 2017

This document prepared by:

*FOSTER PEPPER PLLC
618 West Riverside Avenue, Suite 300
Spokane, Washington 99201
(509) 777-1602*

WENATCHEE SCHOOL DISTRICT NO. 246
CHELAN COUNTY, WASHINGTON

RESOLUTION NO. 09-17

A RESOLUTION of the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington, providing for the submission to the voters of the District at a special election to be held on February 13, 2018, of a proposition authorizing the District to issue general obligation bonds in the principal amount of no more than \$120,000,000, for the purpose of paying costs of expanding and modernizing Wenatchee High School, the principal of and interest on such bonds to be payable from annual excess property tax levies; designating the Secretary to the Board and bond counsel to receive notice of the ballot title from the Auditor of Chelan County, Washington; authorizing a request for a Certificate of Eligibility from the State Treasurer pursuant to chapter 39.98 RCW; designating the Secretary to the Board and/or the District's Chief Financial Officer as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility; and providing for other matters properly related thereto, all as more particularly set forth herein.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WENATCHEE SCHOOL DISTRICT NO. 246, CHELAN COUNTY, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Wenatchee School District No. 246, Chelan County, Washington (the "District"), takes note of the following facts and hereby makes the following findings and determinations:

(a) Overcrowding (including enrollment demands and State of Washington class size reduction initiatives), student safety and security concerns, deteriorating and educationally outdated infrastructure and classrooms, and the institution of new educational programs require that the District expand and modernize Wenatchee High School, all as more particularly defined and described in Section 2 herein (collectively, the "Projects").

(b) The District lacks sufficient money with which to pay costs of the Projects.

(c) To pay costs of the Projects, it is necessary and advisable that the District issue and sell unlimited tax general obligation bonds in the principal amount of no more than \$120,000,000 (the "Bonds"), or such lesser maximum amount as may be legally issued under the laws governing the limitation of indebtedness or required to carry out and accomplish the Projects.

(d) The District is authorized pursuant to Article VII, Section 2(b) of the Washington Constitution and laws of the State of Washington, including Revised Code of Washington ("RCW") 28A.530.010, RCW 28A.530.020, RCW 39.36.050 and RCW 84.52.056, to submit to the District's voters at a special election, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.

(e) The best interests of the District's students and other inhabitants require the District to carry out and accomplish the Projects as hereinafter provided.

Section 2. Description of the Projects. The Projects to be paid for with proceeds of the Bonds, including interest earnings thereon ("Bond Proceeds"), are more particularly defined and described as follows:

(a) Expand and modernize Wenatchee High School, including, but not limited to: (1) constructing additional classrooms; (2) making safety, security, technology and energy efficiency improvements; (3) redesigning and expanding existing classrooms; (4) constructing new space for library, music, kitchen, cafeteria, commons and other programs and activities; (5) upgrading and/or improving heating, ventilation and air conditioning ("HVAC"), mechanical and electrical systems; (6) acquiring land and interests in land; (7) renovating and/or rebuilding athletic facilities; and (8) making other capital improvements, all as deemed necessary and advisable by the Board. The foregoing technology improvements shall be part of the District's integrated technology systems and facilities. The term "land" as used herein includes all real property, buildings and improvements and other structures thereon and all interests therein.

(b) Acquire, construct and install all necessary furniture, equipment, apparatus, accessories, fixtures and appurtenances in the foregoing, all as deemed necessary and advisable by the Board.

(c) Pay incidental costs incurred in connection with carrying out and accomplishing the Projects described above pursuant to RCW 39.46.070. Such incidental costs shall be deemed part of the Projects and shall include, but not be limited to: (1) costs related to the issuance, sale and delivery of the Bonds; (2) payments for fiscal and legal costs; (3) costs of obtaining ratings and bond insurance; (4) costs of printing, advertising, establishing and funding accounts; (5) payment of interest due on the Bonds for up to six months after completion of construction; (6) necessary and related engineering, architectural, planning, consulting, inspection, permitting and testing costs; (7) administrative and relocation costs; (8) site acquisition and improvement costs; (9) demolition costs; (10) costs related to demolition and/or deconstruction of existing school facilities to recycle, reclaim and repurpose such school facilities and/or building materials; (11) costs of on-site and off-site utilities and road improvements; and (12) costs of other similar activities or purposes, all as deemed necessary and advisable by the Board.

The Projects, or any portion or portions thereof, shall be acquired or made insofar as is practicable with available Bond Proceeds, together with any other money of the District legally available therefor, and in such order of time as shall be deemed necessary and advisable by the Board. Subject to Section 6 of this resolution, the Board shall allocate the Bond Proceeds, together with any other money of the District legally available therefor, between the various parts of the Projects so as to accomplish, as near as may be, all of the Projects. The Board shall determine the exact order, extent and specifications for the Projects. The Projects are to be more fully described in the plans and specifications to be filed with the District.

Section 3. Calling of Election. The Auditor of Chelan County, Washington, as *ex officio* Supervisor of Elections (the “Auditor”), is requested to call and conduct a special election in the District, in the manner provided by law, to be held therein on February 13, 2018, for the purpose of submitting to the District’s voters, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.

If the proposition is approved by the requisite number of voters, the District will be authorized to issue, sell and deliver the Bonds in the manner described in this resolution, spend the Bond Proceeds to pay costs of the Projects, and levy annual excess property taxes to pay and retire the Bonds. The Bond Proceeds shall be used, either with or without additional money now available or hereafter available to the District, for capital purposes only, as permitted by law, which shall not include the replacement of equipment.

Section 4. Authorization to Issue the Bonds. The Bonds authorized may be issued as a single issue, as a part of a combined issue with other authorized bonds, or in more than one series, all as deemed necessary and advisable by the Board and as permitted by law. Further, the Bonds may be issued, as deemed necessary and advisable by the Board, as taxable bonds, tax-exempt bonds and/or any other type of tax credit bonds that are now or in the future may be authorized under applicable state and federal law, including, but not limited to, “build America bonds” or “qualified tax credit bonds” within the meaning of Section 54A(d)(1) of the Internal Revenue Code of 1986, as amended (the “Code”) (generically, “Tax Credit Bonds”).

Each series of the Bonds shall be issued as fully registered bonds; shall bear interest payable as permitted by law; shall mature within 20 years from the date of issuance of such series of the Bonds (but may mature at an earlier date or dates as fixed by the Board); shall be paid by annual property tax levies sufficient in amount to pay both principal and interest when due, which annual property tax levies shall be made in excess of regular property tax levies without limitation as to rate or amount but only in amounts sufficient to meet such payments of principal and interest as they come due; and shall be issued and sold in such manner, at such times and in such amounts as shall be required for the purpose for which each series of the Bonds are to be issued, all as deemed necessary and advisable by the Board and as permitted by law. The life of the Projects to be financed with the Bond Proceeds shall exceed the term of the respective series of Bonds that finance such Projects.

The Board hereby authorizes and directs the Secretary to the Board (the “Secretary”) to determine for each series of Bonds whether such series should be sold by negotiated or competitive sale, and with respect to such series of Bonds that are to be sold by competitive sale, to: (a) specify a date and time of sale of such Bonds; (b) give notice of that sale; (c) determine any bid requirements and criteria for determining the award of the bid; (d) provide for the use of an electronic bidding mechanism if the Secretary deems electronic bidding to be beneficial to the District; and (e) specify other matters in his or her determination necessary, appropriate or desirable to carry out the sale of the Bonds. Notwithstanding the foregoing, the amount, date, denominations, interest rates, payment dates, final maturity, redemption rights, price, and other terms and conditions of the Bonds (or parameters with respect thereto) shall be hereafter fixed by one or more resolutions of the Board authorizing the issuance, sale and delivery of such series of

Bonds, which resolutions may delegate to a District officer or employee the authority to fix any of the foregoing, all as deemed necessary and advisable by the Board and as permitted by law.

Pending the issuance of any series of the Bonds, the District may issue short-term obligations pursuant to chapter 39.50 RCW (which may be issued as Tax Credit Bonds, if permitted under applicable law) to pay for any portion of the costs of the Projects. Such obligations may be paid or refunded with the Bond Proceeds.

If the District receives voter approval to issue the Bonds in the manner described in this resolution, the Board authorizes and directs the Secretary and/or the District's Chief Financial Officer (the "Chief Financial Officer") to: (a) review and "deem final" (within the meaning of Rule 15c2-12 of the Securities and Exchange Commission), if necessary and upon such official's satisfaction, any preliminary official statement prepared in connection with the sale of each series of the Bonds by the District; (b) authorize the "deemed final" preliminary official statement to be distributed prior to the date any underwriter or purchaser bids for, purchases, offers or sells each series of the Bonds; and (c) acknowledge in writing any action taken pursuant to clauses (a) and (b) of this paragraph.

Section 5. Intent to Reimburse. The Board declares that to the extent, prior to the date the Bonds, or other bonds or obligations (which includes the Bonds, or other bonds or obligations, issued as tax-exempt bonds and/or Tax Credit Bonds) are issued to pay costs of the Projects, the District shall make capital expenditures for the Projects from money that is not (and is not reasonably expected to be) reserved, allocated on a long-term basis or otherwise set aside by the District under its existing and reasonably foreseeable budgetary and financial circumstances to pay costs of the Projects, those capital expenditures are intended to be reimbursed out of the Bond Proceeds, or proceeds of other bonds or obligations, issued in an amount not to exceed the principal amount of the Bonds provided by this resolution.

Section 6. Sufficiency of Bond Proceeds. If Bond Proceeds are more than sufficient to carry out and accomplish the Projects (the "Excess Bond Proceeds"), and state or local circumstances require, the District may use the Excess Bond Proceeds to: (a) acquire, construct, install, equip and make other capital improvements to the District's facilities; or (b) retire and/or defease a portion of the Bonds or other outstanding bonds of the District, all as the Board may determine by resolution, after holding a public hearing thereon pursuant to RCW 28A.530.020. In the event that the Bond Proceeds, together with any other money of the District legally available therefor, are insufficient to carry out and accomplish all of the Projects, the District shall use the Bond Proceeds and other available money for paying the cost of that portion of the Projects that is deemed by the Board most necessary and in the best interest of the District.

Section 7. Use of State Financing Assistance. It is anticipated that the District may receive money from the State of Washington as state financing assistance under chapter 28A.525 RCW with respect to the Projects (the "State Financing Assistance"). The State Financing Assistance shall be used, when and in such amounts as it may become available, to carry out and accomplish the Projects. If the State Financing Assistance is more than sufficient to carry out and accomplish the Projects (the "Excess State Financing Assistance"), and state or local circumstances require, the District may use the Excess State Financing Assistance to: (a) acquire, construct, install, equip and make other capital improvements to the District's facilities; (b) retire and/or defease a

portion of the Bonds or other outstanding bonds of the District; or (c) provide for other purposes, all as the Board may determine by resolution, after holding a public hearing thereon pursuant to RCW 28A.530.020.

Section 8. Alteration of Expenditures. If the Board shall subsequently determine that state or local circumstances, including, but not limited to, changed conditions or needs, regulatory considerations or incompatible development, should cause any alteration to the specific expenditures from the Bond Proceeds and/or the State Financing Assistance for the Projects, the District shall not be required to accomplish the Projects and may apply the Bond Proceeds and/or State Financing Assistance (or any portion thereof) to: (a) other portions of the Projects; (b) acquire, construct, install, equip and make other capital improvements to the District's facilities; or (c) retire and/or defease a portion of the Bonds or other outstanding bonds of the District, all as the Board may determine by resolution after holding a public hearing thereon pursuant to RCW 28A.530.020.

Section 9. Form of Ballot Title. Pursuant to RCW 29A.36.071, the Chelan County Prosecuting Attorney is requested to prepare the concise description of the aforesaid proposition for the ballot title in substantially the following form:

PROPOSITION 1

WENATCHEE SCHOOL DISTRICT NO. 246

BONDS TO EXPAND AND MODERNIZE WENATCHEE HIGH SCHOOL

The Board of Directors of Wenatchee School District No. 246 adopted Resolution No. 09-17, concerning a proposition to relieve overcrowding and improve safety and infrastructure. This proposition would authorize the District to: expand and modernize Wenatchee High School (including constructing additional classrooms; making safety, technology and energy improvements; redesigning existing classrooms; constructing new space for library, music, kitchen, cafeteria and commons; upgrading HVAC, mechanical and electrical systems; acquiring land; and renovating athletic facilities); issue no more than \$120,000,000 of general obligation bonds maturing within 20 years; and levy annual excess property taxes to repay the bonds, all as provided in Resolution No. 09-17. Should this proposition be:

Approved

Rejected

Section 10. Authorization to Deliver Resolution to Auditor and Perform Other Necessary Duties. The Secretary or his designee is directed to: (a) present a certified copy of this resolution to the Auditor no later than December 15, 2017; and (b) perform such other duties as are necessary or required by law to submit to the District's voters at the aforesaid special election, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.

Section 11. Notices Relating to Ballot Title. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Board hereby designates (a) the

Secretary (Brian L. Fones), telephone: 509.663.8161; fax: 509.663.3082; email: fones.b@wenatcheeschools.org; and (b) bond counsel, Foster Pepper PLLC (Jim McNeill), telephone: 509.777.1602; fax 800.533.2284; email: jim.mcneill@foster.com, as the individuals to whom the Auditor shall provide such notice. The Secretary is authorized to approve changes to the ballot title, if any, deemed necessary by the Auditor or the Chelan County Prosecuting Attorney.

Section 12. Authorization to Request Participation in Washington State School District Credit Enhancement Program Authorized. The Board hereby finds and determines that, if the District receives voter approval to issue the Bonds in the manner described in this resolution, it will be in the best interests of the District's taxpayers to request the State of Washington's guaranty for payment of the Bonds under chapter 39.98 RCW, the Washington State School District Credit Enhancement Program. Accordingly, the Board hereby requests the State Treasurer to issue a Certificate of Eligibility to the District pledging the full faith, credit, and taxing power of the State of Washington to guarantee the payment, when due, of the principal of and interest on the Bonds pursuant to chapter 39.98 RCW and the rules promulgated thereunder by the State Finance Committee. The Board designates the Secretary and/or the Chief Financial Officer as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility.

Section 13. Authorization to Request Authority to Issue Tax Credit Bonds. To the extent the Board deems it necessary and advisable to issue all or a portion of the Bonds as Tax Credit Bonds, the Board hereby (a) authorizes the District to request authorization from Office of the Superintendent of Public Instruction ("OSPI"), if applicable, to issue such Bonds as Tax Credit Bonds for the purpose of paying costs of the Projects, and (b) designates the Secretary and/or the Chief Financial Officer as the District officials authorized to prepare, sign and submit to OSPI the appropriate applications (or other required forms or documents) to issue the Tax Credit Bonds.

Section 14. General Authorization and Ratification. The Secretary, the Chief Financial Officer, the President of the Board, other appropriate officers of the District and bond counsel, Foster Pepper PLLC, are severally authorized and directed to take such actions and to execute such documents as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects.

Section 15. Severability. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, of the Bonds or of the levy or collection of the taxes pledged to pay and retire the Bonds.

[*Remainder of page intentionally left blank*]

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

ADOPTED by the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington, at a regular open public meeting thereof, held this ____ day of _____, 2017, the following Directors being present and voting in favor of the resolution.

WENATCHEE SCHOOL DISTRICT NO. 246
CHELAN COUNTY, WASHINGTON

President and Director

Vice President and Director

Director

Director

Director

ATTEST:

BRIAN L. FLONES
Secretary to the Board of Directors

Fatbeam:

Vendor Qualifications/Experience/Track Record

Knows Erate process, partnered with Ednetics

K-12 market centric

Growth oriented in market

Completeness of Response

- Includes all required sections as outlined in the RFP

E-rate Qualifications and References

- Centralia School District
- Franklin Pierce School District
- Yakima School District -depends on Erate for success

Local Market Presence

Central Washington -Rural Market

- Remote technicians 12 hr service response service restored target
-

Frontier

Vendor Qualifications/Experience/Track Record

Low rating from Consumer Affairs

Completeness of Response

- Offered no dark fiber option
- Includes all required sections as outlined in the RFP
- Construction will not begin until funding approval

E-rate Qualifications and References

- Understand and able to meet all requirements
- References:
 - Granite Falls SD
 - Confluence Health (**)
 - King County
 - Coastal Community Bank

Local Market Presence

- Established in Eastern Washington- Enterprise
- K-20 ISP for region
- Local technicians 1 hr service response service restored target, no MTR provided.

Localtel:

Vendor Qualifications/Experience/Track Record

- Vendor relies on CCPUD for fiber infrastructure.
- CCPUD continuing to upgrade circuits for planned expansion
- All planning must meet CCPUD schedules
-

Completeness of Response

- Includes all required sections as outlined in the RFP

E-rate Qualifications and References

- Experience with district procedures
- Stimilt Growers
- Confluence Health (**)

Local Market Presence

- Established business model in Wenatchee valley
- Progressive local market growth
- Established relationship with CCPUD
- Local technicians (Chelan) 4 hr service response service restored target

Wave

Vendor Qualifications/Experience/Track Record

- Wave networks have 5500+ miles of fiber experience
- 24x7x365 live support
- Large dark fiber support experience
- Wave Broadband (Wave), a gigabit fiber and broadband services company, announced on May 17th the next step in its strategic growth plan by combining forces with RCN Telecom Services, LLC (RCN) to form the nation's sixth largest internet and cable operator, and one of the largest independent operators overall.
- Pg 21 SLA matrix for MTR meets requirements.

Completeness of Response

- Includes all required sections as outlined in the RFP
- No construction costs create no delays for infrastructure build
- Aerial photo shows linear design

E-rate Qualifications and References

- References-dark:
 - Edmonds -Signed 3rd 5yr contract, started hub/spoke very reliable, rolled to loop mesh because of traffic hitting poles. Solid, highly recommended.
 - Everett -highly recommended, great experience.
 - Sumner -exact topology of needs and implementation, wave covered all construction costs, extremely satisfied, nothing hidden, costs match our scale.
 - Tumwater
- References -lit
 - North Thurston
 - K-20

Understands process and reimbursement procedures.

Local Market Presence

- Wave broadband has a presence with an in-area support in Chelan, WA
- Presence established in the market as a full-service ISP
(<http://residential.wavebroadband.com/>)
- Investment core capital (WA, OR, CA)
- Merge with Black Rock Cable in 2012 brought quality fiber skills into company.
- Raised \$130M for fiber expansion May/17
- Dedicated private-owned fiber
- Local technicians (Chelan) 4 hr service response service restored target

Zayo

Vendor Qualifications/Experience/Track Record

Completeness of Response

- Did not offer lit 12/24 month option, only 36/60.
- Construction will not begin until funding approval
- Aerial photo shows linear design
- Includes all required sections as outlined in the RFP

E-rate Qualifications and References

I-Light/Indiana Gigapop

Weld County Schools, CO
West Ada School District, ID
Marietta City Schools, GA
Bellevue, Federal Way, Marysville, Tacoma WA

Local Market Presence

- **March 1, 2017** – Zayo Group Holdings, Inc. (NYSE: ZAYO) today announced it has closed its \$1.42 billion acquisition of Electric Lightwave (formerly known as Integra Telecom), an infrastructure and telecom services provider serving 35 markets in the western U.S. The acquisition adds 8,100 route miles of long haul fiber and 4,000 miles of dense metro fiber across Denver, Minneapolis, Phoenix, Portland, Seattle, Sacramento, San Francisco, San Jose, Salt Lake City, Spokane and Boise, with on-net connectivity to more than 3,100 enterprise buildings and 100 data centers.

- Remote technicians 12 hr service response service restored target

CERTIFICATE

I, BRIAN L. FLONES, Secretary to the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington (the "District"), hereby certify as follows:

1. The foregoing Resolution No. 09-17 (the "Resolution") is a full, true and correct copy of the Resolution duly adopted at a special meeting of the Board of Directors of the District (the "Board") held at the regular meeting place thereof on _____, 2017, as that Resolution appears on the minute book of the District, and the Resolution is now in full force and effect; and

2. A quorum of the members of the Board was present throughout the meeting and a sufficient number of members of the Board present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2017.

WENATCHEE SCHOOL DISTRICT NO. 246
CHELAN COUNTY, WASHINGTON

BRIAN L. FLONES
Secretary to the Board of Directors

RFP WSD-062817



Leased Fiber Wide Area Network

Lit fiber:

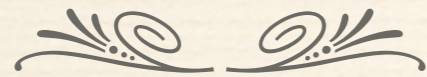
- ❖ Vendor configured and controlled (provisioned).
- ❖ Data speed depends on leased agreement (you get what you pay for).
- ❖ Often reliant on powered switches in the middle of the vendor network for connections.

Dark fiber:

- ❖ Vendor owned, district configured and controlled.
- ❖ Data speeds controlled by the district with a single agreement of access (district sets the limits for how much it wants and needs with its own equipment).
- ❖ Reliable transport connection with no required power in-between locations (building to central office).

Special Construction Costs

Special Construction is the cost for the vendor to install new infrastructure or modify existing infrastructure to meet the needs of the RFP.

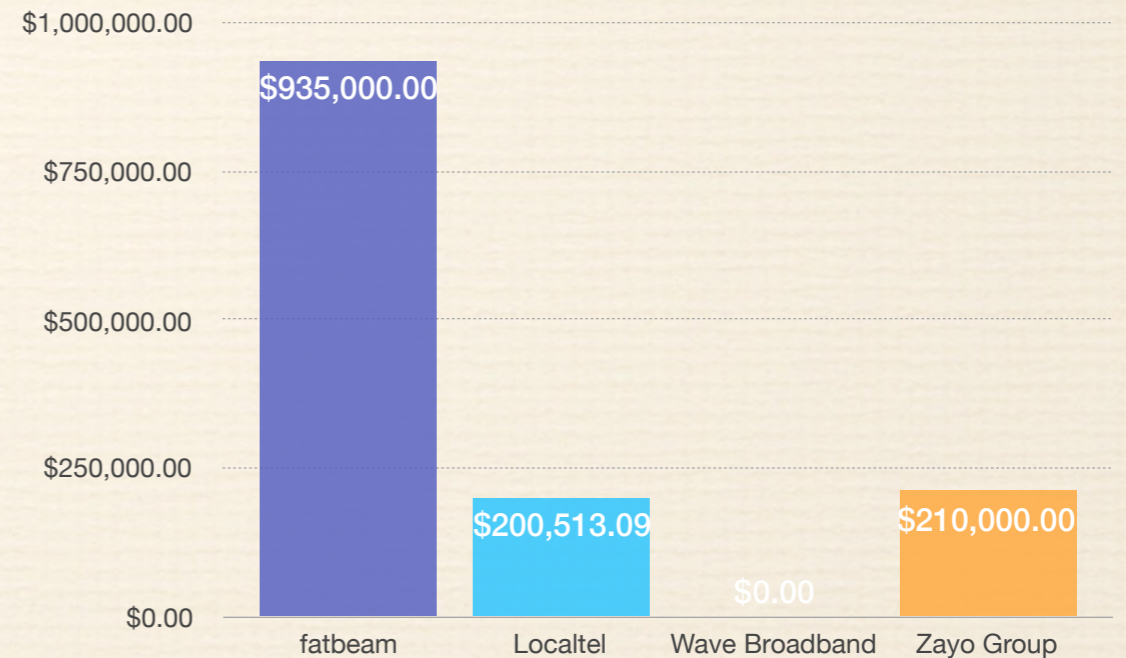


Erate (Federally subsidized data transport) may cover up to 80% of special construction and one-time non-recurring fees.

Dark Fiber Special Construction Costs

RFP VENDOR	DISTRICT COSTS
fatbeam	\$935,000.00
Localtel	\$200,513.09
Wave Broadband	\$0.00
Zayo Group	\$210,000.00

Special Construction Fiscal Impact



RFP Vendor Fees

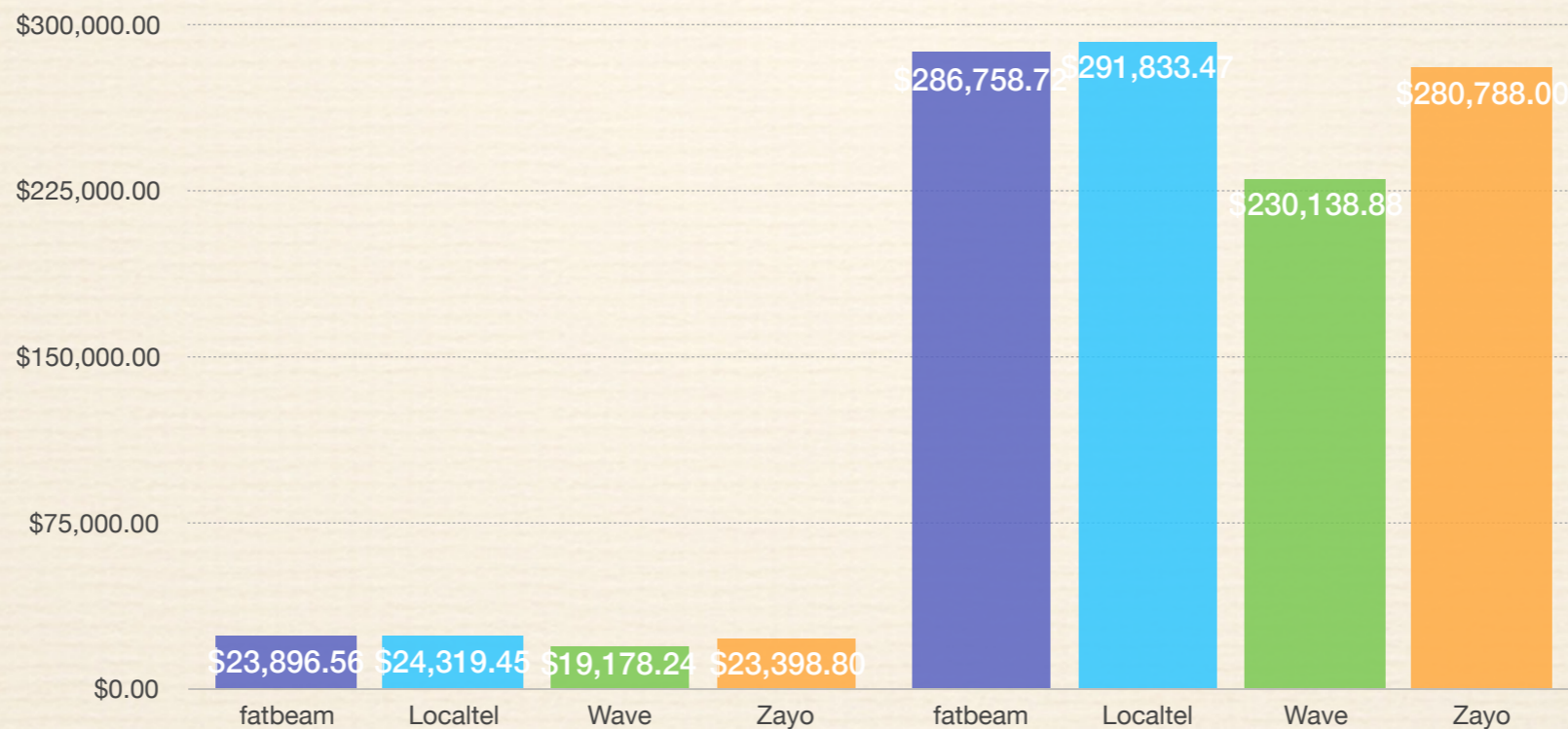
Dark Fiber Month-to-Month costs (taxes included)

RFP VENDOR	MONTHLY	ANNUAL
fatbeam	\$23,896.56	\$286,758.72
Localtel	\$24,319.45	\$291,833.47
Wave	\$19,178.24	\$230,138.88
Zayo	\$23,398.80	\$280,788.00

Erate Annual Costs on 5 year contract

DESCRIPTION	TOTAL COST	ERATE 80%	DISTRICT 20%
fatbeam	\$286,758.72	\$229,406.98	\$57,351.74
Localtel	\$291,833.47	\$233,466.78	\$58,366.69
Wave Broadband	\$230,138.88	\$184,111.10	\$46,027.78
Zayo Group	\$280,788.00	\$224,630.40	\$56,157.60

Monthly and Annual Costs



Month to Month costs are also applied for under Erate with a 100% success rate the last 15 years.

Final Scoring of Vendors

Table 1

		Vendor Scoring									
		Fatbeam		Frontier Business		Localtel		Wave Broadband		Zayo Group	
		Raw	Weighted	Raw	Weighted	Raw	Weighted	Raw	Weighted	Raw	Weighted
Selection Criteria	Weight*	Score**	Score***	Score**	Score***	Score**	Score***	Score**	Score***	Score**	Score***
Prices/Charges	30%	1	6	0	0	2	12	5	30	3	18
Vendor Qualifications/ Experience/Track Record	25%	4	20	2	10	4	20	5	25	3	15
Completeness of Response	20%	5	20	5	20	5	20	5	20	5	20
E-rate Qualifications and References	15%	5	15	5	15	5	15	5	15	5	15
Local Market Presence	10%	3	6	5	10	5	10	4	8	1	2
Overall Ranking	100%		67		55		77		98		70



**Wenatchee School District Wide Area Network
RFP WSD - 062817
Leased Fiber Wide Area Network**

Released by



Wenatchee Public Schools
235 Sunset Avenue
Wenatchee, WA 98807

Released on June 26, 2017

Due Date July 31, 2017

Submitted to:

Wenatchee Public Schools
Business & Finance
235 Sunset Avenue,
Wenatchee, WA 98807

Submitted by:

Jeff Stoner, Strategic Account Executive - GEMS
WaveDivision Holdings, LLC (d/b/a) Wave
401 Parkplace Center, Suite 500
Kirkland, WA 98033

Wave SPIN# is 143030836

July 31, 2017



COVER LETTER

July 31, 2017

Wenatchee Public Schools
Business & Finance

RE: **Wenatchee School District Wide Area Network RFP WSD – 062817
Leased Fiber Wide Area Network**

Wave is pleased to present our response for this Request for Proposal for Leased Fiber Wide Area Network. Wave acknowledges receipt of every communication and addendum issued for this solicitation. We have read, understand, and fully comply with all mandatory requirements identified in the RFP. All terms and conditions contained in this RFP are hereby accepted by Wave.

Wave has made every effort to present the most complete, responsive, and cost-effective solutions for this solicitation. All prices are firm and effective for 90-days after Proposal due date and time. If accepted, Wave shall provide services and materials in strict compliance with the terms and conditions of the Contract. We encourage you to review our responses carefully to understand the specifics of what Wave is presenting.

Your dedicated Wave account team welcomes the opportunity to schedule a face-to-face meeting to address, discuss, and review our proposal in full detail. We want the District to completely understand the service dynamics, support and technology being offered. Wave is presenting solutions that can be easily and cost effectively implemented and integrated into the District's existing network and service requirements. Jeff Stoner will be the main point of contact for our account team.

Jeff Stoner, Strategic Account Executive
401 Parkplace Center, Suite 500
Kirkland, WA 98003
Voice: (206) 228-5568
E-mail: jstoner@wavebroadband.com

Thank you again for the opportunity to work with the District regarding this project. We sincerely believe our team is presenting solutions that demonstrate not only our capabilities, but our commitment to the District to provide a wide range of service offerings that are cost effective and meet your every need. We look forward to discussing this proposal in complete detail in the very near future.

Respectfully,

A handwritten signature in black ink, appearing to read "Paul Koss".

Paul Koss, SVP Business Solutions



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EXECUTIVE SUMMARY

Wave knows teachers and administrators are tasked to deliver more with less. That is why we are committed to solving the digital challenges faced in today's school systems.

When you need:

- High-bandwidth access to the Internet for data-rich learning environments
- Secure connections across multiple schools and district-wide offices
- Scalable solutions that can keep pace with your growing needs

Wave specializes in:

- Blazing-fast Internet speeds through our 5,000 mile, fiber-rich IP network
- Comprehensive, scalable connectivity and security solutions
- 24/7 support from real people in your own time zone

Teachers and students are growing more dependent on the Internet for:

- Enriched learning resources
- On-demand explanation of concepts
- Document sharing and collaboration
- Course assignments and grades
- Researching and solving real world problems

To help them succeed, you need a reliable, high-bandwidth network that allows for future growth AND meets your school's security policies.

Tap into our 5,000 mile fiber-rich IP network and connect your school and district-wide offices with fast, reliable, and secure communications. Empower your administrators, educators, and students to share information efficiently, securely, and cost effectively at blazing fast speeds.

Our Ethernet services allow you to:

Communicate Securely

Safeguard your network and reduce risk with a secure, private Ethernet network. Or let us develop an end-to-end managed security solution that addresses your school's unique policies and requirements. Deliver comprehensive security no matter where your people access your network.

Create Rich Learning Environments

Stimulate minds and imaginations with multimedia learning. Provide administrators, educators, and students with reliable, fiber-powered bandwidth to access a world of data rich content, like video, e-textbooks, and distance learning.



Reliably Connect District Offices and Schools

Our self-healing fiber-ring protects your critical data and provides superior network availability and resiliency. We stand behind our solutions and your schools with an end-to-end industry-leading Service Level Agreement (SLA) that extends across our backbone, metro core and last-mile network for fiber-based services.

24/7 Support

Wave's dedicated local service and support professionals will ensure your communications infrastructure remains up and running, so you can focus more on innovation and education.

Faster, More Direct Interconnection

Direct connect our Dark Fiber to your data center. Distribute services over your private fiber remote sites. Get better performance for internal applications.

Bandwidth with NO Limits

Our high-performance Ethernet solutions scale from 1Mbps to 10Gbps. That's up to 6,500 times faster than a T-1 line at 1.5 Mbps. You'll be ready for future growth and new demand.

E-Rate

Wave is a qualified vendor in USAC's E-Rate program and can help you navigate its rules and regulations.

Wave is offering the District cost-effective and comprehensive solutions, leveraging our best technology, delivering on the District's business and quality requirements, and enhancing the overall network portfolio for the District.

All prices are firm and effective for 90-days after Proposal due date and time.



COMPANY PROFILE

Company Contact Information:

WaveDivision Holdings, LLC (d/b/a) Wave
401 Parkplace Center, Suite 500
Kirkland, WA 98033
(425) 576-8200
www.wavebusiness.com

Company Established: 2002

Primary Contact:

Jeff Stoner, Strategic Account Executive
401 Parkplace Center, Suite 500
Kirkland, WA 98003
Voice: (206) 228-5568
E-mail: jstoner@wavebroadband.com

Company Overview:

Wave Division Holdings, LLC / Astound Broadband, LLC operates leading broadband cable systems under the trade name Wave Broadband in the Tier 1 suburban markets of Seattle, WA, Sacramento, CA, San Francisco, CA and Portland, OR. As of June 30, 2016, we passed approximately 656,000 homes and approximately 145,000 businesses in our service areas, had approximately 260,000 customer relationships, and served approximately 475,000 revenue generating units ("RGUs"), including approximately 234,000 HSD subscribers and approximately 90,000 voice subscribers.

Wave serves customers through a fully-upgraded, fiber-rich and redundant communications network, which utilizes a variety of state-of-the-art technologies including up to 860 MHz hybrid fiber-coaxial ("HFC") systems and select fiber-to-the-home ("FTTH") service areas. Our four primary markets are interconnected through a 10 and 100 Gbps networks of owned and leased fiber transport connections that allow us to transmit data, video, voice and internal communications traffic between our systems. In addition to our HFC and FTTH residential and small business focused network, we offer business service products that utilize owned metro fiber assets in Seattle, San Francisco, Sacramento and Portland, all of which are interconnected to our 10 and 100 Gbps fiber backbone.

Wave Business ("WB"), our commercial services division, offers a range of telecommunications services to local businesses, enterprises, other telecommunications carriers, and institutions such as schools, hospital networks, government agencies and military bases throughout our markets. WB is a facilities-based provider of communications products including multi-line business-class telephone offerings, commercial-class Internet services, enterprise-level dedicated fiber-optic direct Internet access and point-to-point fiber communications services, colocation capabilities and fiber-to-the-tower connectivity.



Executive team:

Steve Weed (Chief Executive Officer) – Steve serves as President, CEO, and the guiding force on Wave’s drive to lead the industry in innovation and service. His 30+ years of industry experience run the gamut from marketing to technical operations to marketing and have made him an award-winning industry leader on the national stage.

Harold Zeitz (President & COO) - Before a customer even realizes they have a need, Harold has anticipated it and positioned Wave resources and technology to solve it. His data networking expertise and customer focus trickle through each of the business groups he oversees to ensure every employee on every team is working to deliver the best possible customer experience.

Wayne Schattenkerk (Chief Financial Officer) – Wayne brings over 25 years of finance and operational experience and leadership—including 12 in the cable industry. Wayne has served in accounting and finance positions for companies like IBM, Northland Communications, and Saltmine. He currently serves as a director on the National Cable Television Cooperative board, chairing the Finance Committee and serving on the executive and audit committees.

Milissa Miller (Executive Vice President, Fiber Design and Construction) – Milissa brings over 26 years of success and experience around fiber deployment and the telecom industries. Milissa’s leadership and expertise serve Wave customers in planning and deploying the fiber networks and custom solutions that connect their businesses.

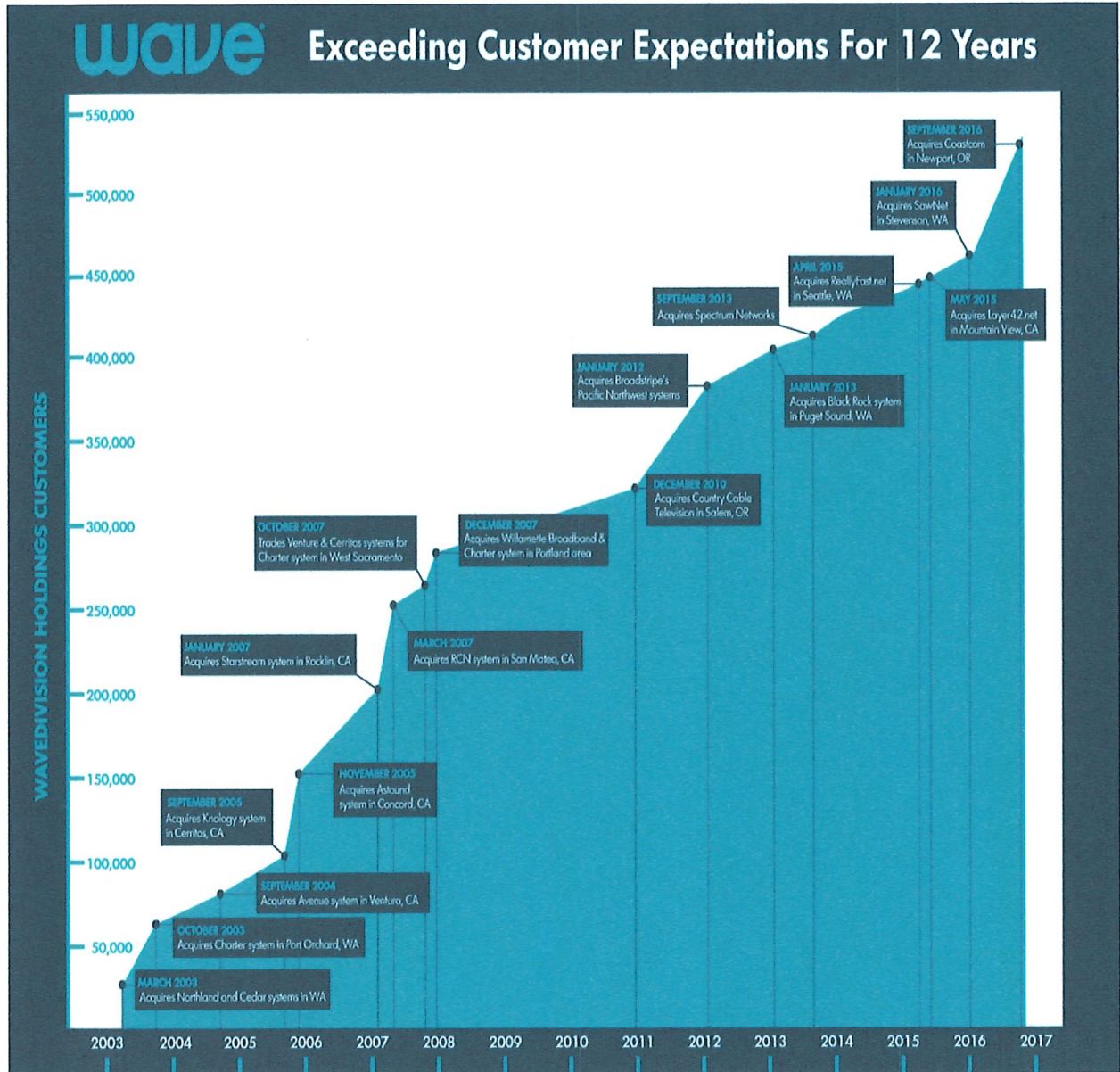
Jim Penney (General Counsel) – Jim’s legal expertise spans over 27 years of mergers, acquisitions, finance, law, and FCC rules governing all aspects of cable, broadband, and telecommunications. Jim also serves as a director on the Washington State Broadband Association and as director and President of the Oregon Cable Telecommunications Association. He was also named a Washington Super Lawyer in 2007, 2008, and 2009 by Washington Law & Politics Magazine.

Tim Klinefelter (EVP of Broadband Services) – Tim’s success in the broadband and cable industries stems from his willingness to embrace new ideas and incorporate them into his strategic vision. His insight drives Wave’s regional operations groups and RF Engineering Group to deliver reliable, cutting edge broadband solutions to Wave customers.

Patrick Knorr (EVP Business Solutions) – No matter the size of your business, when you need a solution, you need Patrick. His experience at the frontier of telecom—bringing dialup internet to rural Kansas in the ‘90s—has given him tremendous insight into identifying problems and working with businesses large and small to develop custom connectivity solutions for today

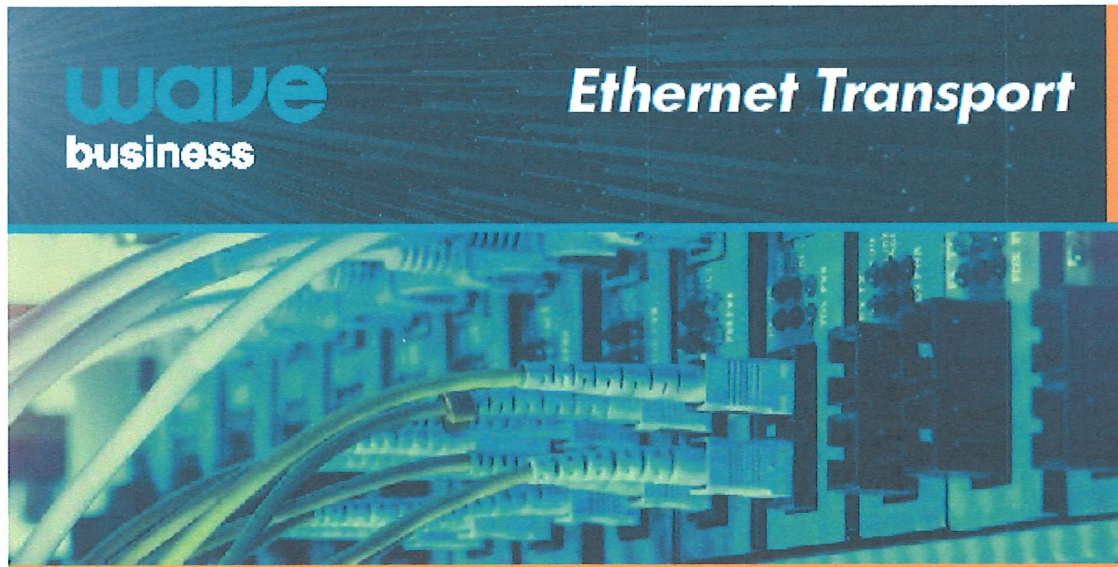


Wave Evolution Timeline





LEASED LIT FIBER



Ethernet Transport

Business networks today handle real-time digital data transmission between multiple locations and data centers where low latency, reliability, and security are paramount.

Wave provides several scalable Ethernet configurations to help support these mission-critical business activities. With Wave, you can connect locations with dedicated Ethernet transport to share data and applications at rates up to 10 Gbps.

When you need:

- Dedicated, set amount of high-bandwidth connectivity
- Secure connections with guaranteed up-time
- Scalable solutions that include burstable speeds

Why choose Wave:

- Blazing-fast Ethernet speeds through our 5,500+ mile, pure-fiber network
- We have a carrier-grade, industry-leading Service Level Agreement (SLA)
- 24/7 live support in your own time zone

Wave's Ethernet Transport services give you the security and service quality of a Layer 2 point-to-point or point-to-multipoint private network, together with the flexibility of Ethernet technology. All services can be automatically protected over Wave's redundant network to minimize the impact of any service disruption.

A single Ethernet port at each location is all you need to directly connect sites along the West Coast, sharing information between them as easily as over a local network.

ENT_SELL_PRICE_ETH_ETHERNET_10_16

1-855-971-1250 wavebusiness.com

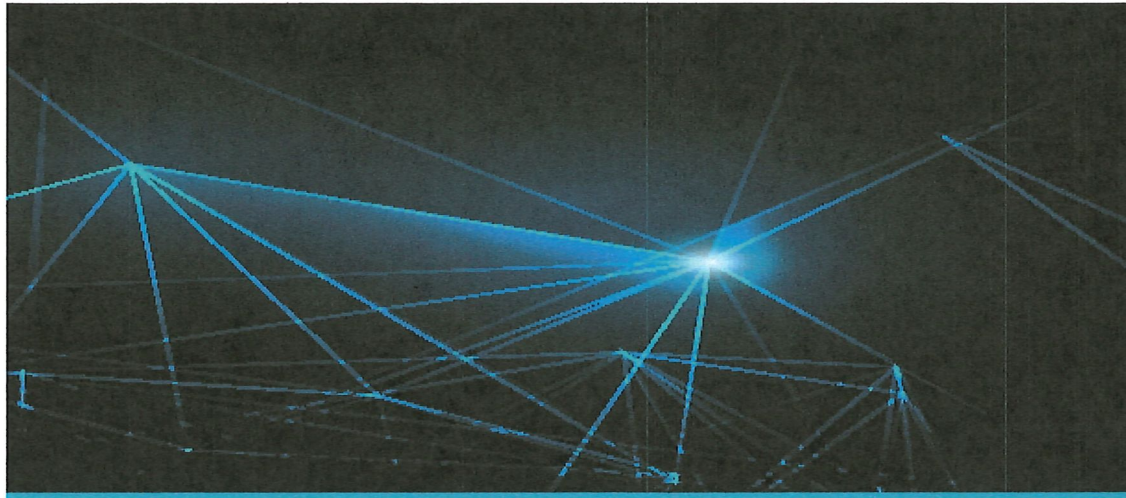


LEASED DARK FIBER

wave
business

Dark Fiber

Sophisticated, high-bandwidth scalability



Wave's Dark Fiber offers vast scalability

As your enterprise network matures and requires more sophisticated, high-bandwidth optical backbone connectivity, consider Wave. Dark Fiber is individual strands of fiber dedicated to a single customer. Each unlit strand can be customized to meet your specific network needs.

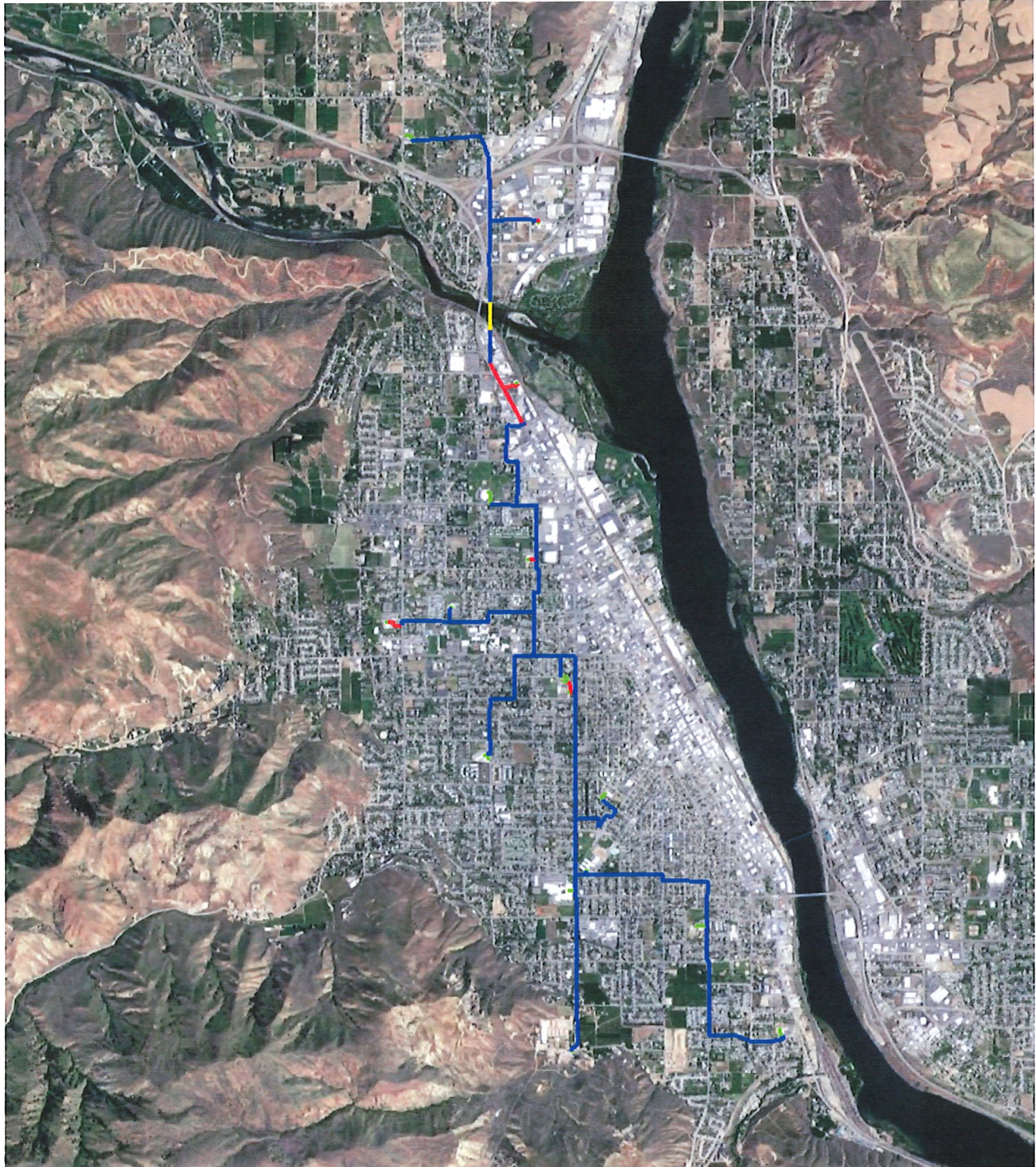
If you want to control your scalability, network management and technology progression, here are a couple of important things to keep in mind:

- Dark Fiber is well-suited for companies that are growing quickly and need high-capacity, point-to-point connections. Bandwidth and protocol are determined by whatever transmission gear you choose to deploy, without carrier assistance or negotiating new lease terms. This setup is ideal for companies whose bandwidth needs can change rapidly or unpredictably.
- Dark Fiber is invaluable for those who need to manage technology expansion on their high-bandwidth data connections. Lighting the fiber with your own equipment allows you to customize your network performance by giving you direct access to the full suite of capabilities offered by your equipment.

1-855-971-1250 [▶ gowave.com/business](http://gowave.com/business)

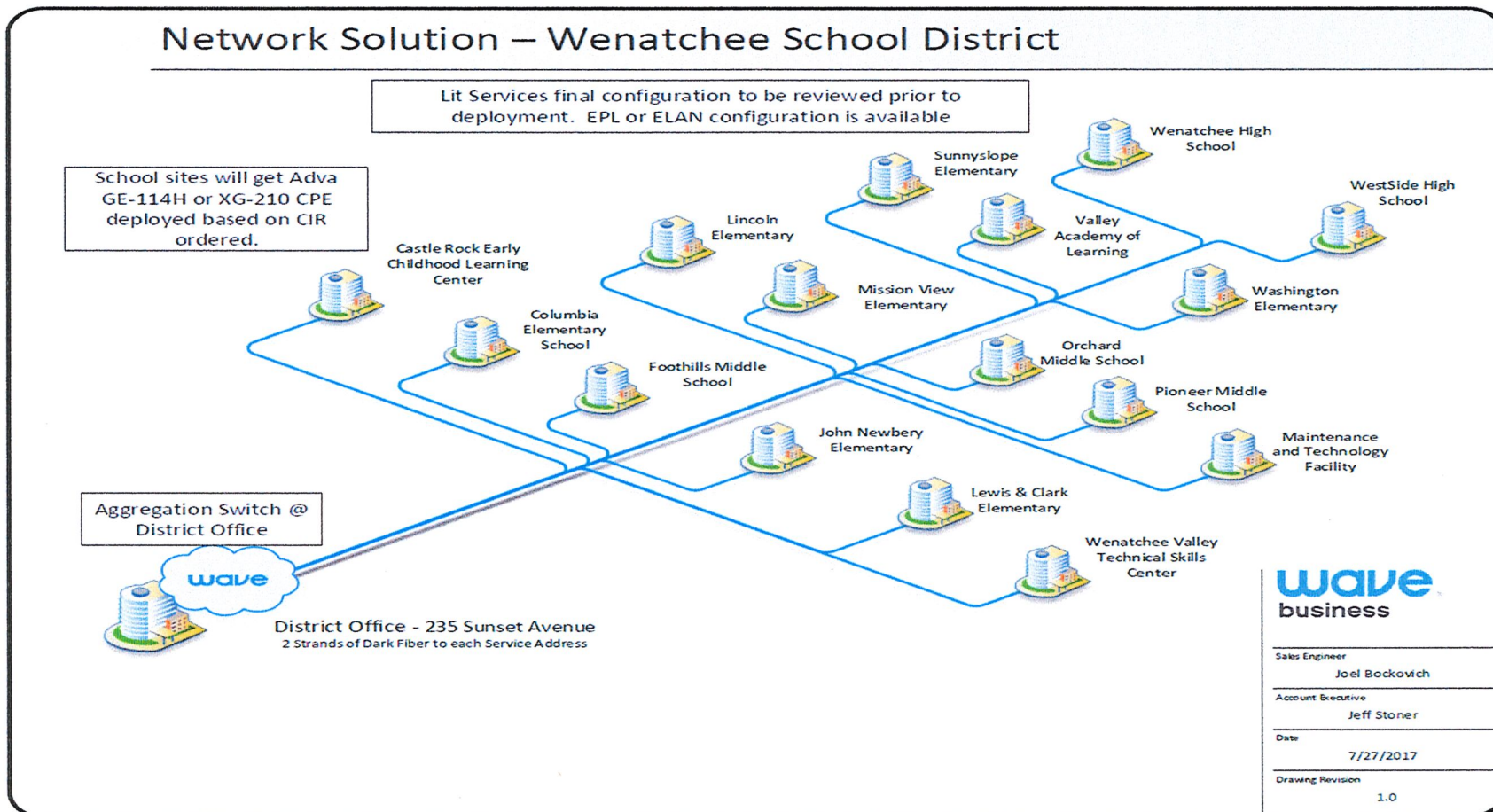


WAVE FIBER BUILD



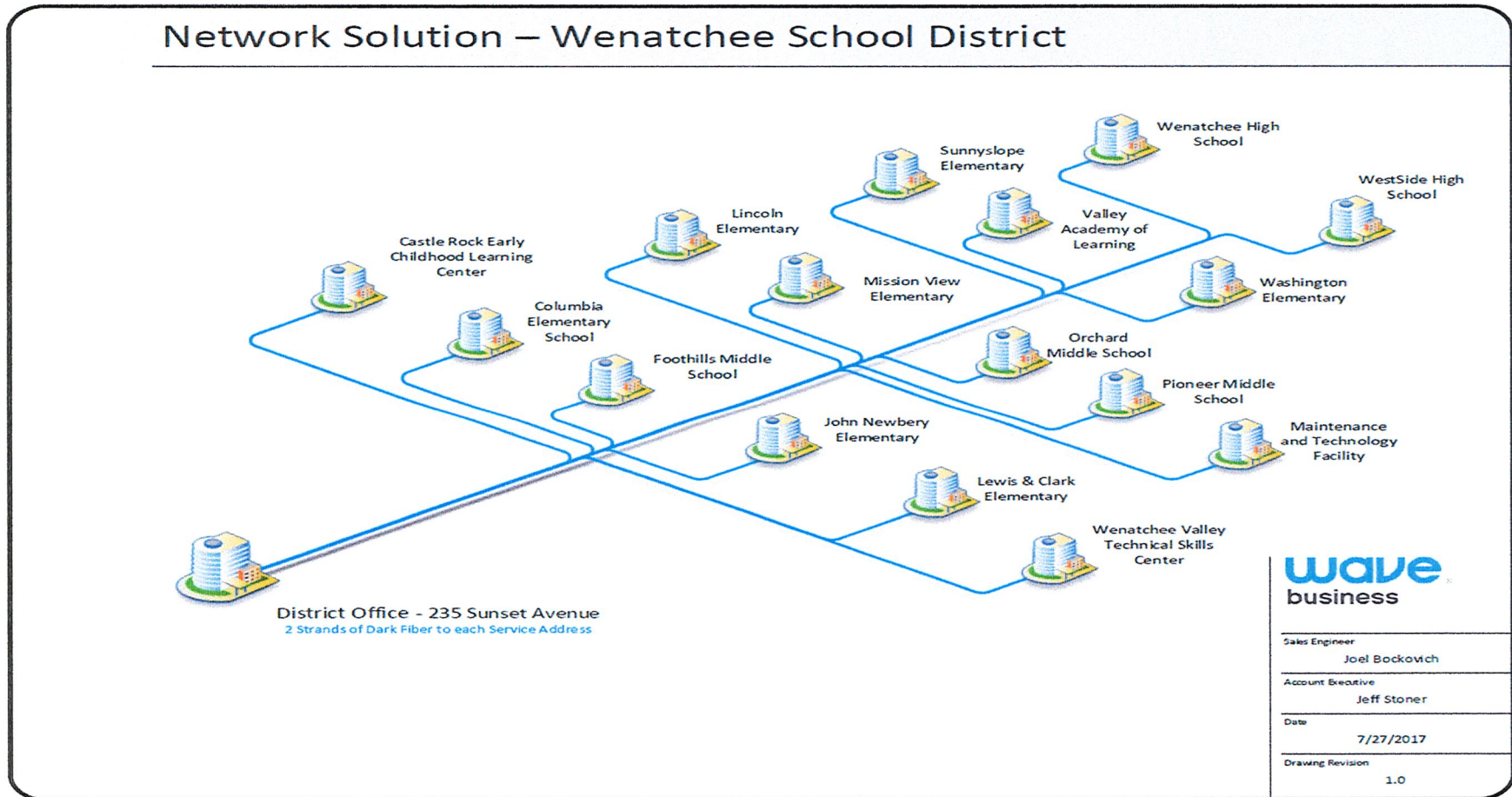


LEASED LIT NETWORK MAP





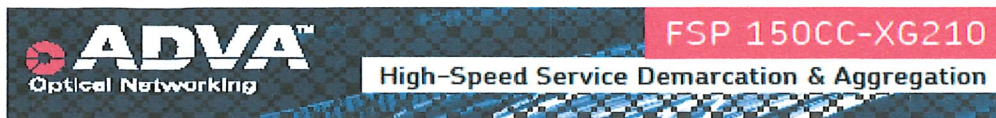
LEASED DARK NETWORK MAP





LEASED LIT EQUIPMENT

Wave will deploy and Adva NID. 1 RU, NEMA 5-15 power connector (2 plugs for redundant, 120v power supplies) <200watts, 17.3" x 1.75" x 10.6"



Product Overview

Our FSP 150CC-XG210 provides a high-capacity 10 Giga-bit Carrier Ethernet aggregation solution enabling cost-effective delivery of Carrier Ethernet 2.0 services and highly accurate synchronization over fiber-based access networks. The non-blocking design supports traffic aggregation for up to 16 GbE ports and/or two 10GbE ports provided on hot-swappable access interface modules. Network interface protection, redundant power supplies and the temperature-hardened design ensure highest service availability.

Flexible Deployment Option

Designed for flexibility and scalability, our FSP 150CC-XG210 can be deployed in point-to-point, hub-and-spoke and resilient access ring topologies. It can be used to provide an intelligent Ethernet service demarcation point and can act as a scalable central aggregation solution for other FSP 150CC devices. With its multitude of carrier-class protection and resiliency options, the FSP 150CC-XG210 supports the delivery of differentiated and highly reliable Carrier Ethernet 2.0 services across all access network topologies. Both LAN PHY and WAN PHY modes support deployment in Ethernet, SONET/SDH and OTN networks.

ADVA ConnectGuard™ Security

Our FSP 150CC-XG210 meets stringent privacy and confidentiality requirements by encrypting traffic already at the network edge. ADVA ConnectGuard™ Ethernet technology gives service providers plenty of opportunity for differentiation through service security in addition to end-to-end service level agreements and bandwidth on demand. It supports the increased security requirements imposed on access networks by NFV and meets the privacy requirements of open protocol, NFV-centric networks. For enterprises and government institutions, ADVA ConnectGuard™ Ethernet enables the transformation of traditional leased lines into secure and encrypted connectivity.

Syncjack™ Timing Excellence

Its comprehensive Syncjack™ technology for timing distribution, monitoring, testing and timing service assurance opens new revenue opportunities from the delivery of SLA-based synchronization services. Offering unique flexibility, our FSP 150CC-XG210 simultaneously supports Synchronous Ethernet and IEEE 1588v2 across packet backhaul networks. With its comprehensive



IEEE 1588v2 implementation, the FSP 150CC-XG210 can be configured to operate in Slave, Transparent Clock and Boundary Clock mode to enable highly accurate clock recovery.

End-to-End Etherjack™ Service Assurance

The FSP 150CC-XG210 is designed for highest service availability. ADVA Optical Networking's Etherjack™ demarcation technology enables service providers to offer an intelligent Carrier Ethernet 2.0 service demarcation point, compliant with the latest OAM standards such as 802.3ah, 802.1ag, Y.1731 and Y.1564. The FSP 150CC-XG210 also features synthetic frame loss and delay measurement for multi-point service monitoring. The sophisticated and MEF CE 2.0-certified UNI function includes support for a large number of EVCs, as well as hierarchical QoS management. SLA verification can be performed on a per-service basis to accurately measure latency, jitter and packet delivery performance.

Features & Benefits

- Optimized for high-speed Carrier Ethernet 2.0 access and aggregation applications supporting up to 40Gbit/s full-duplex capacity
- MEF Carrier Ethernet 2.0-certified UNI/NNI implementation with hierarchical traffic management scaling up to 1024 Ethernet Virtual Connections simultaneously
- Comprehensive Syncjack™ technology for timing distribution and delivery of SLA-based synchronization services
- Etherjack™ demarcation technology for support of stringent SLAs and integration with a wide range of back-office support tools
- Hardware-based cryptographic methods for delivery of secure high-performance services



LEASED DARK FIBER SPECIFICATIONS

Wave uses Single-mode Optical Fiber (SMF). The installed fiber will support IEEE 10Gb standard Ethernet connection. Wave will provide approximately 30 feet of slack cable which will be neatly stored at each MDF site.

Circuit Testing Acceptance Standards

OTDR traces will be taken in both directions at 1310 nm and 1550 nm for all circuits less than 50 Km. For circuits over 50 Km we take OTDR traces at 1550 nm. All circuits will be shot with a launch cable. These traces will be reviewed before the circuit is handed off. For a circuit to be handed off it must comply with the specifications for splice, reflectance and span attenuation.

Splice Loss Specifications

Pig Tail - < .5 per connector or 1.0 per jumper For values greater than this, the splice will be broken and re-spliced until an acceptable loss value is achieved. If, after three attempts is not able to produce a loss value less than 0.50 dB, the splice will be marked as Out-of-Spec ("OOS") on the OTDR report. Splice Point - Bi-directional average loss of 0.15 dB or less. The objective for each splice is a loss of 0.15 dB or less. If, after three attempts, we are not able to produce a loss value of less than 0.15 dB, then 0.25 dB will be acceptable. If, after two additional attempts, a value of less than 0.25 dB is not achievable, then the splice will be marked as OOS Splice Point - Uni-directional OTDR testing, the objective for each splice is a loss of 0.15 dB or less. If, after three attempts, we are not able to produce a loss value of less than 0.15 dB, then 0.25 dB will be acceptable.

Connector Reflectance

Reflectance at jumper – Will be less than -29dB, we will work to achieve less than -29dB by cleaning & polishing fiber tips and/or fiber jumpers or provide alternative fiber strands that achieve results less than -29dB. If we are unable to do so after 3 attempts, the port will be marked as OOS.

Total loss for a circuit

Attenuation due to distance

At 1310nm: (0.40 dB/km x km of cable)

At 1550nm: (0.30 dB/km x km of cable)

Average Splice Loss per circuit

The standard for each fiber within a span shall be an average bi-directional loss of 0.10 dB or less for each splice. For example, if a given span has 10 splices, each flow shall



have total bi-directional loss (due to the 10 splices) of 1.0 dB or less. Each individual splice may have a bi-directional loss of 0.15 dB or less, but the average bi-directional splice loss across the span must be 0.10 dB or less.

Acceptable Total loss per circuit will be calculated with the following formula:

At 1310nm: $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.10 \text{ dB} \times \text{number of splices})$.

At 1550nm: $(0.30 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.10 \text{ dB} \times \text{number of slices})$.

IMPLEMENTAION

Wave services will be ready for use on or before July 1, 2018, but will not commence billing prior to July 1, 2018.

Wave will assign a Project Manager to ensure project objectives and the District's expectations are met. The Wave Implementation Project Manager (IPM) will manage the overall transition plan and will be the main point of contact from the project initiation to completion. The IPM assigned ensures communication is consistent and continuous throughout the deployment of the project.

The Wave IPM is responsible for managing the scope, schedule, quality, risk, resources, procurement, communications, and closure of the project. The IPM is ultimately accountable for the outcome of the project and will provide proactive updates to the Purchaser including problem identification and resolution.

The Wave IPM will manage regularly scheduled meetings with the District's primary contact and sub-meetings as necessary.

Wave's core Project Team consists of a Strategic Account Executive (SAE), Implementation Project Manager (IPM), an Order Entry and Order Validation (OE/OV) Team, Test and Turn-up (TaTU) Team, and the District's primary contact for the project.

The various Wave roles are defined in the following table:

Wave Service Implementation Roles	
Title	Description/Responsibilities
Strategic Account Executive (SAE)	Pre-sales and Post-sales needs analysis, Quote response, and Order Submittal.



Implementation Project Manager (IPM)	<p>Schedule proactive meetings to ensure project quality standards are in place.</p> <p>Manage Project timelines including deadlines.</p> <p>Schedule a kick-off meeting with the District to discuss scope, identify action items to complete the project in a timely manner.</p> <p>Conduct regular meetings to provide continuous updates and status reviews.</p> <p>Provide oversight to project management documentation including Statement of Work (SOW), List of project owners including action item list, project timeline and schedule, quality control plan, change management plan, comprehensive communication plan, cutover plan, risk assessment and risk management plan.</p> <p>Guarantee policies, processes, and procedures are set to maintain your network after implementation.</p>
Order Entry and Validation Team (OE/OV)	<p>Order Entry and Validation Team will verify the accuracy of the Order.</p>



Test & Turn-up (TaTU) Team

Wave Technicians and Engineers are responsible for the installation, configuration, and conversion of Services to the Wave Network. The Activations Team roles include Transport Engineering, Field Engineering, Network Topology Engineering, Network Activations Team, Circuit Designer, Field Operations, Service Activation Technicians, and IP Engineering.

Transition Role	Who	Title
Transition Team Leader	Zoe Osborne	Implementation Project Manager
Customer Relationship	Jeff Stoner	Strategic Account Executive
Change Management	Dan Littlefield	Account Manager
Sales Engineering	Dennis Smith	Senior Sales Engineer
Fiber Construction	Amy Owens	Project Manager, Fiber Design and Construction

NETWORK OPERATIONS CENTER (NOC)

Wave provides 7x24x365 support to all for our customers. The maintenance centers are staffed around the clock with technical professionals, ready to address any issue that our customers encounter. During the installation process, technicians with Wave’s provisioning team will address any issues throughout testing and turn-up of services. As circuits are turned-up and accepted by our customers, the ongoing support function will transition to the repair group. Going forward, that team will take full responsibility for issue resolution.

A Customer-initiated trouble ticket is to be routed through the Network Operations Center at (888)317-0488. Should Customer believe that fault lies on the Network, Customer shall call the NOC (staffed 24x7x365), identifying the circuit in question by its unique circuit ID or account billing code number. The NOC will open a trouble ticket and seek resolution as expeditiously as possible. Closing of the ticket will be affected with an email and/or telephone call back to Customer. In the event that a trouble ticket



remains open or unresolved for an unexpectedly long period of time, Customer, at its sole discretion, can contact the Network NOC and ask for an escalation.

1st Level

888.317.0488

noc@wavebroadband.com

2nd Level

Terrence Degree (Manager)

(425) 896-1991

tdegree@wavebroadband.com

3rd Level

Terry Brown (Director)

425.429.4706

tebrown@wavebroadband.com



SERVICE LEVEL AGREEMENTS



EXHIBIT A Service Level Agreement for Ultra High Availability Enterprise Services

This Service Level Agreement for Ultra High Availability Enterprise Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services ("MSA") between WaveDivision Holdings, LLC ("WAVE") and Customer. This SLA applies to the following types of Enterprise Services offered by WAVE: (a) Data Transport Services, (b) Dedicated Internet Access Services, and (c) Phone Solutions Over Fiber Services.

1. AVAILABILITY SLA

WAVE's Network is designed to provide a target Availability of at least 99.999% per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.999% Availability	Less than 26 seconds	Target Met
	> 26 seconds up to 1 hour	5%
	> 1 hours up to 3 hours	10%
	> 3 hours up to 5 hours	15%
	> 5 hours	an additional 5% for each additional hour of Service Outage

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE's NOC is designed to provide a MTTR of 4 hours or less. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
4 hr MTTR	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

3. PACKET DELIVERY / PACKET LOSS SLA

The WAVE Network is designed to provide no greater than 0.05% Packet Loss. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.



EXHIBIT B
Service Level Agreement
for
Ultra High Availability Dark Fiber Services

This Service Level Agreement for Ultra High Availability Dark Fiber Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services ("MSA") between WaveDivision Holdings, LLC ("WAVE") and Customer.

1. AVAILABILITY SLA

WAVE's dark fiber paths are designed to provide a target Availability of at least 99.9% per calendar month. If the Availability target is not met with respect to a given dark fiber path in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of Dark Fiber Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected dark fiber path.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Dark Fiber Path*
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, WAVE's NOC is designed to provide a MTTR of no greater than 4 hours. If the target MTTR is not met for a particular dark fiber path in a given calendar month, and Customer receives a Service from WAVE on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Path
4 hr MTTR	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Availability" means the dark fibers at issue are available to and accessible by Customer at the specified locations, are capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data



CUSTOMER REFERENCES

Company	Address	Contact	Title	Phone Number	Email	Services	Service Sites	Start Date
Edmonds School District	20420 - 68TH Ave W, Lynnwood, WA 98036	Chris Bailey	Manager - IT Operations	(425) 431-7101	baileym@edmonds.wednet.edu	Leased Dark Fiber	45	2007
Everett School District	3900 Broadway, Everett, WA 98201	Ken Toyn	Director of Technology Operations	(425) 385-4200	ktoyn@everettsd.org	Dedicated Internet Access Voice Service Leased Dark Fiber	35	2008
K-20 Education Network	PO Box 42438 Olympia, WA 98504	Amanda Carroll	Provisioning Manager	(360) 292-4193	amandac@k20wa.org	Leased LIT Fiber	35	2015
North Thurston School District	305 College Street NE, Lacey, WA 98516	Derek Stewart	Director of Technology	(360) 412-4410	dstewart@nthurston.k12.wa.us	Leased LIT Fiber	22	2016
Sumner School District	1202 Wood Ave, Sumner, WA 98390	Kyal Olson	Director of Technology Operations	(253) 891-6111	kyal_olson@sumnersd.org	Leased Dark Fiber	21	2016
Tumwater School District	621 Lind Ave, Tumwater, WA 98512	Mitch Thompson	Director of Finance & Support Services	(360) 709-7011	Mitch.Thompson@tumwater.k12.wa.us	Leased Dark Fiber	11	2016



PROPOSAL CERTIFICATION:

The signature on this RFP certifies that the Service Provider has read this Request for Proposal in its entirety, is authorized to bind the contract, and agrees to furnish the requested supplies or services in accordance with this Request for Proposal. All signatures must be in ink.

Purchasing Official: Les Vandervort, Buyer
Phone: 509-663-8161

FIRM NAME – WaveDivision Holdings, LLC (d/b/a) Wave
ADDRESS – 401 Parkplace Center, Suite 500
CITY, STATE, ZIP – Kirkland, WA, 98033

AUTHORIZED SIGNATURE  _____

NAME (TYPE OR PRINT) – Paul Koss
TITLE – SVP, Business Solutions
TELEPHONE NUMBER - (425) 896-1899
FAX NUMBER - (425) 576-8221
EMAIL ADDRESS - pkoss@wavebusiness.com
ADDENDUM(s) RECEIVED – RFP – 062817, WSD Appendix 1 Facilities and Pricing.xlsx, WSD Topology Information

DATE 7/25/2017



CONTRACT EXCEPTIONS

Section 10: Assignment - Wave requests the right, without the necessity of obtaining the District's consent, to assign the agreement to (i) an entity controlled by, controlling or under common control with Wave, or (ii) to an entity acquiring Wave whether through merger or through the purchase of substantially all the assets of Wave.

Section 13: Default – Wave requests this provision be altered to provide for written notice and a reasonable opportunity to cure before the District is permitted to terminate the contract due to a material breach by Wave.

Section 23: Prevailing Wages - Wave does not anticipate that the Dark Fiber or LIT Fiber services to be provided to the District pursuant to this RFP will involve activities that constitute 'public works' as defined by applicable law."

Wave has read, understands, and fully complies with this requirement, as and to the extent required by law.



FEDERAL DEBARMENT AND SUSPENSION

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

In submitting the proposal to provide products and/or services as outlined in the Request For Proposal specifications the prospective Service Provider certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from Federal procurement actions by any Federal Department or Agency. The prospective Service Provider further agrees by submitting this form that it will inform any and all subcontractors of this requirement and document such notification.

Where the prospective Service Provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.
We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract or cancellation of purchase orders and personal services agreements.
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed:  _____

Title: Paul Koss, SVP Business Solutions

Firm: WaveDivision Holdings, LLC (d/b/a) Wave

Address: 401 ParkPlace Center, Suite 500

City & State: Kirkland, WA 98033

Date: 7/25/2017



ATTACHMENTS

Appendix 1 - Facilities and Pricing

Wave Leased LIT Order Form

Wave Leased Dark Fiber Order Form

Wave Master Service Agreement

WSD Site Number	Hub Site	Address	City	State	ZIP	School Type	Lat/Long	Location on campus	
001	WSD Admin Building	235 Sunset Avenue	Wenatchee	WA	98801	Admin		WAN Server Room	
WSD Site Number	School Name	Address	City	State	ZIP		Lat/Long	Location on campus	Hub site
108	Sunnyslope Elementary School	3109 School Street	Wenatchee	WA	98801	ES		MDF (Library Server Room)	WSD Admin Building
105	Lewis & Clark Elementary School	1130 Princeton	Wenatchee	WA	98801	ES		Electrical Room	WSD Admin Building
114	John Newbery Elementary School	850 N. Western Avenu	Wenatchee	WA	98801	ES		Electrical Room	WSD Admin Building
109	Washington Elementary School	1401 Washington Street	Wenatchee	WA	98801	ES		MDF, 1st Floor	WSD Admin Building
511	CastleRock Early Childhood Learning Ce	112 S. Elliot	Wenatchee	WA	98801	Pre-K, SPED		Mdf, Electrical Room	WSD Admin Building
104	Columbia Elementary School	600 Alaska	Wenatchee	WA	98801	ES		Electrical Room	WSD Admin Building
106	Abraham Lincoln Elementary School	1224 Methow	Wenatchee	WA	98801	ES		Mdf, Electrical Room	WSD Admin Building
107	Mission ViewElementary School	60 Terminal Way	Wenatchee	WA	98801	ES		Electrical Room	WSD Admin Building
212	Foothills Middle School	1410 Maple Street	Wenatchee	WA	98801	MS		Library Server Room	WSD Admin Building
201	Orchard Middle School	1024 Orchard	Wenatchee	WA	98801	MS		MDF, Technology Lab	WSD Admin Building
203	Pioneer Middle School	1620 Russell	Wenatchee	WA	98801	MS		MDF, Telecom Room	WSD Admin Building
521	Westside High School	1510 9th Street	Wenatchee	WA	98801	HS		MDF, Telecom Room	WSD Admin Building
402	Wenatchee High School	1101 Millerdale	Wenatchee	WA	98801	HS		MDF (Library Server Room)	WSD Admin Building
545	Wenatchee Valley Technical Skills Cente	327 East Penny Road	Wenatchee	WA	98801	TechHS		Library Server Room	WSD Admin Building
516	Valley Academy of Learning	1911 North Wenatchee Ave	Wenatchee	WA	98801	COOP		MDF, Office	WSD Admin Building
007	Maintenance & Technology Facility	1001 Circle Street	Wenatchee	WA	98801	OPNS		MDF, Electrical Room	WSD Admin Building

School Name	Contract Length	Bandwidth	NRC	Special Construction	MRC	All Projected Taxes	Bandwidth	NRC	Special Construction	MRC	All Projected Taxes
WSD Admin Building	12 months	5 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	10 Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Sunnyslope Elementary School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Lewis & Clark Elementary School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
John Newbery Elementary School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Washington Elementary School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
CastleRock Early Childhood Learning Center	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Columbia Elementary School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Abraham Lincoln Elementary School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Mission ViewElementary School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Foothills Middle School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Orchard Middle School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Pioneer Middle School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Westside High School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	5Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Wenatchee High School	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	5Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Wenatchee Valley Technical Skills Center	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Valley Academy of Learning	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66
Maintenance & Technology Facility	12 months	1 Gbps	\$ -	\$ -	\$ 5,425.00	\$ 108.50	1Gbps	\$ -	\$ -	\$ 5,483.00	\$ 109.66

School Name	Contract Length	Bandwidth	NRC	Special Construction	MRC	All Projected Taxes	Bandwidth	NRC	Special Construction	MRC	All Projected Taxes
WSD Admin Building	24 months	5 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	10 Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Sunnyslope Elementary School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Lewis & Clark Elementary School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
John Newbery Elementary School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Washington Elementary School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
CastleRock Early Childhood Learning Center	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Columbia Elementary School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Abraham Lincoln Elementary School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Mission View Elementary School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Foothills Middle School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Orchard Middle School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Pioneer Middle School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Westside High School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	5Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Wenatchee High School	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	5Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Wenatchee Valley Technical Skills Center	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Valley Academy of Learning	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06
Maintenance & Technology Facility	24 months	1 Gbps	\$ -	\$ -	\$ 2,724.00	\$ 54.48	1Gbps	\$ -	\$ -	\$ 2,753.00	\$ 55.06

School Name	Contract Length	Bandwidth	NRC	Special Construction	MRC	All Projected Taxes	Bandwidth	NRC	Special Construction	MRC	All Projected Taxes
WSD Admin Building	36 months	5 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	10 Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Sunnyslope Elementary School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Lewis & Clark Elementary School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
John Newbery Elementary School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Washington Elementary School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
CastleRock Early Childhood Learning Center	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Columbia Elementary School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Abraham Lincoln Elementary School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Mission ViewElementary School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Foothills Middle School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Orchard Middle School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Pioneer Middle School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Westside High School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	5Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Wenatchee High School	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	5Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Wenatchee Valley Technical Skills Center	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Valley Academy of Learning	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34
Maintenance & Technology Facility	36 months	1 Gbps	\$ -	\$ -	\$ 1,825.00	\$ 36.50	1Gbps	\$ -	\$ -	\$ 2,017.00	\$ 40.34

School Name	Contract Length	Bandwidth	NRC	Special Construction	MRC	All Projected Taxes	Bandwidth	NRC	Special Construction	MRC	All Projected Taxes
WSD Admin Building	60 months	5 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	10 Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Sunnyslope Elementary School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Lewis & Clark Elementary School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
John Newbery Elementary School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Washington Elementary School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
CastleRock Early Childhood Learning Center	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Columbia Elementary School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Abraham Lincoln Elementary School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Mission ViewElementary School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Foothills Middle School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Orchard Middle School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Pioneer Middle School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Westside High School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	5Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Wenatchee High School	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	5Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Wenatchee Valley Technical Skills Center	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Valley Academy of Learning	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40
Maintenance & Technology Facility	60 months	1 Gbps	\$ -	\$ -	\$ 1,059.00	\$ 21.18	1Gbps	\$ -	\$ -	\$ 1,070.00	\$ 21.40

School Name	Contract Length	Strand Count	Special Construction	MRC	NRC/installation cost (if applicable)	All Projected Taxes	Hub Site (core or regional hub)
WSD Admin Building	36 Months	32	\$ -	\$ -	\$ -	\$ -	N/A
Sunnyslope Elementary School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Lewis & Clark Elementary School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
John Newbery Elementary School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Washington Elementary School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
CastleRock Early Childhood Learning Center	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Columbia Elementary School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Abraham Lincoln Elementary School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Mission View Elementary School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Foothills Middle School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Orchard Middle School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Pioneer Middle School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Westside High School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Wenatchee High School	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Wenatchee Valley Technical Skills Center	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Valley Academy of Learning	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building
Maintenance & Technology Facility	36 Months	2	\$ -	\$ 1,834.00	\$ -	\$ 245.76	WSD Admin Building

School Name	Contract Length	Strand Count	Special Construction	MRC	NRC/installation cost (if applicable)	All Projected Taxes	Hub Site (core or regional hub)
WSD Admin Building	48 Months	32	\$ -	\$ -	\$ -	\$ -	N/A
Sunnyslope Elementary School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Lewis & Clark Elementary School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
John Newbery Elementary School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Washington Elementary School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
CastleRock Early Childhood Learning Center	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Columbia Elementary School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Abraham Lincoln Elementary School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Mission View Elementary School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Foothills Middle School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Orchard Middle School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Pioneer Middle School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Westside High School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Wenatchee High School	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Wenatchee Valley Technical Skills Center	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Valley Academy of Learning	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building
Maintenance & Technology Facility	48 Months	2	\$ -	\$ 1,376.00	\$ -	\$ 184.38	WSD Admin Building

School Name	Contract Length	Strand Count	Special Construction	MRC	NRC/installation cost (if applicable)	All Projected Taxes	Hub site
WSD Admin Building	60 Months	32	\$ -	\$ -	\$ -	\$ -	
Sunnyslope Elementary School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Lewis & Clark Elementary School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
John Newbery Elementary School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Washington Elementary School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
CastleRock Early Childhood Learning Center	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Columbia Elementary School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Abraham Lincoln Elementary School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Mission ViewElementary School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Foothills Middle School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Orchard Middle School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Pioneer Middle School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Westside High School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Wenatchee High School	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Wenatchee Valley Technical Skills Center	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Valley Academy of Learning	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building
Maintenance & Technology Facility	60 Months	2	\$ -	\$ 1,057.00	\$ -	\$ 141.64	WSD Admin Building

Leased LIT Upgrade Pricing

The District may, at any time during the Initial Service Term of the Service Order, elect to upgrade the base bandwidth of the Services Customer receives pursuant to this Service Order to any of the following bandwidths set forth below:

New Base Bandwidth	36 Month MRC	60 Month MRC
2Gb	\$2,500	\$1,600
3Gb	\$2,500	\$1,600
4Gb	\$2,500	\$1,600
5Gb	\$2,500	\$1,600
10Gb	\$2,500	\$2,250
20Gb	\$3,000	\$2,500
40Gb	\$5,000	\$4,000
100Gb	\$7,000	\$5,000

**ORDER FOR DATA TRANSPORT SERVICES
E-Rate Customer**

This Order for Data Transport Services: E-Rate Customer (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company ("Provider"), and _____, a _____ ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated _____ (the "MSA"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them MSA.

Section 1: Data Transport Services. Provider shall provide to Customer the data transport services set forth in the following table (each, a "Service," and collectively, the "Services"). The Services shall connect the "A Location" and "Z Location" set forth below (each such location a "Service Site," and collectively, the "Service Sites"), at the bandwidths set forth below, in exchange for the one-time, non-recurring installation cost ("NRC") set forth below, and the monthly recurring charges ("MRC") set forth below:

Circuit Identifier	Bandwidth and Type of Connection	A Location Service Site	Z Location Service Site	NRC	MRC
Circuit 1	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[INSERT]	[INSERT]
Circuit 2	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[INSERT]	[INSERT]
Circuit 3	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[INSERT]	[INSERT]
TOTAL COST:				[INSERT]	[INSERT]

Section 2: Service Term. The Service Term for Circuit 1 is: _____. The Service Term for Circuit 2 is: _____. The Service Term for Circuit 3 is: _____.

Section 3: Estimated Installation Date. The estimated installation date for Circuit 1 is: _____. The estimated approximate installation date for Circuit 2 is: _____. The estimated approximate installation date for Circuit 3 is: _____.

Section 4: Customer Information.

Account Name:

Invoicing Address:

Account Executive to Customer:

E-Rate Billing Method: SPI Method (FCC Form 474)

BEAR Method (FCC Form 472)

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Customer Billing Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Other Customer Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Section 5: Service Term. Installation, testing and acceptance of the Services shall be in accordance with Article 3 of the MSA. The Service Term for each Service, set forth in Section 2 above, shall commence on the applicable Service Commencement Date.

Section 6: Rates and Charges. Customer is responsible for paying to Provider the NRC and MRC set forth in Section 1 above, all in accordance with Article 4 of the MSA.

Section 7: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Services are available to Customer 24 hours per day, seven days per week, consistent with the applicable SLA. It is possible, however, that there will be interruptions of Services. Customer understands and agrees that the Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary Service interruptions for such reasons, as well as all Service interruptions caused by Customer, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Service Order. Instead, Customer's sole remedies for any such interruptions in the Services are described in the SLA.

Section 8: Customer Equipment and Software. As between Provider and Customer, Customer is solely responsible for the installation, repair, maintenance and use of all Customer Equipment and all software supplied by Customer for use in connection with the Services, including all aspects of Customer's internal network. Provider does not manufacture Equipment or software and does not support Customer Equipment or software. Any questions concerning or requests for maintenance or repair of third-party hardware or software should be directed to the provider of that product. If Customer Equipment or software impairs the Services, Customer will remain liable for payment of the applicable Fees. If, at Customer's request, Provider should attempt to resolve difficulties caused by Customer Equipment or software, such efforts may be performed at Provider's discretion and Customer will be responsible for Provider's then-current commercial rates and terms for such consulting services.

Section 9: Customer Security Measures. Customer is responsible for all access to and use of the Services by means of Customer's Equipment and Customer's internal network, whether or not Customer has actual knowledge of or authorizes such access or use. Customer is responsible for the security of Customer's internal network, and shall implement commercially reasonable security measures to prevent unauthorized use of or access to the Services. In accordance with Section 6.3 of the MSA, the failure by Customer to implement commercially reasonable network security measures may result in immediate termination of the Services and this Service Order by Provider. Customer will be solely liable and responsible for all conduct occurring through either authorized or unauthorized use of the Services through Customer's network and/or Customer's Equipment, until Customer informs Provider of a security breach. Provider is not responsible and assumes no liability for losses, claims, damages, expenses, or costs resulting from persons accessing Customer's internal network and/or Provider's network through Customer's Equipment, and Customer shall hold Provider harmless from and indemnify Provider against any such claims, losses, or damages to the full extent arising from such access.

Section 10: E-Rate Program.

(a) Participation in E-Rate Program. With respect to this Service Order, Customer is participating in the Federal Universal Service Discount program for schools and libraries ("E-Rate"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "SLD"), which is administered by the Universal Service Administrative Company ("USAC").

(b) Customer's Contingent Right to Cancel. As set forth in the MSA, this Service Order is conditional and subject to Customer receiving full E-Rate funding by the SLD. Notwithstanding anything to the contrary contained in this Service Order or in the MSA, Customer reserves the right to cancel or in any manner reduce the scope of this Service Order in the event SLD does not completely fund the request for funding submitted by Customer with respect to the Services described in this Service Order.

(c) E-Rate Billing. Under the E-Rate program, Customer must elect one of the following methods of invoicing, both of which require the cooperation of Provider:

- (i) SPI Method: Under the Service Provider Invoice method (the “SPI” method) of billing, Customer receives a discount on the invoices Customer receives from Provider. Customer pays in full the invoices it receives from Provider. Provider then submits FCC form 474, the Service Provider Invoice Form, to USAC in order to receive payment from USAC for the discounts Provider provided to Customer.
- (ii) BEAR Method: Under the Billed Entity Applicant Reimbursement Method (the “BEAR” method) of billing, the invoices Customer receives from Provider contain the full amount of the non-discounted rates set forth in Section 1 above. Customer pays in full the invoices it receives

from Provider. Customer then submits FCC Form 472, the Billed Entity Applicant Reimbursement Form, to USAC in order to receive reimbursement from USAC for a portion of the amounts paid to Provider.

Customer has specified in Section 4 above which of the two methods of E-Rate billing Customer desires to use with respect to this Service Order. Regardless of which E-Rate billing method Customer has elected, the Parties agree to cooperate with one another as reasonably necessary to complete and process such paperwork as may be necessary for Customer to take advantage of the E-Rate funding available for the Services.

[The remainder of this page is intentionally left blank.]

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVEDIVISION HOLDINGS, LLC

By _____

Name: _____

Title: _____

Date: _____

[The remainder of this page is intentionally left blank.]

**DARK FIBER ORDER
E-Rate Customer**

This Dark Fiber Order: E-Rate Customer (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company ("Provider"), and _____, a _____ ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated _____ (the "Master Agreement"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them Master Agreement. Because the Services being purchased pursuant to this Service Order are licenses to use dark fiber strands, as used in this Service Order the terms "Services" and "Licensed Fibers" shall be interchangeable.

Section 1: Description of Fiber Routes and Charges. Provider shall deliver to Customer the dark fiber service(s) set forth in the following table (each, a "Service," and collectively, the "Services"). The Services shall connect the "End Points" set forth below (each such connection, a "Fiber Route"), using the number of dark fiber strands described below, at a loss budget not to exceed the "Maximum Loss Budget" set forth below, in exchange for the one-time, non-recurring installation cost ("NRC") set forth below, and the monthly recurring charges ("MRC") set forth below:

Fiber Route Identifier	Location A End Point	Location Z End Point	Description of Fiber	Maximum Loss Budget	NRC	MRC
Fiber Route 1	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarcation Point:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarcation Point:	[# OF SINGLE MODE FIBER STRANDS]	<10km 3.5 dB @ 1550 nm <20km 7 dB @ 1550 nm <30km 10.5 dB @ 1550 nm	[INSERT]	[INSERT]
Fiber Route 2	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarcation Point:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarcation Point:	[# OF SINGLE MODE FIBER STRANDS]	ACTUAL METRIC: .35 dB/km @ 1550 nm	[INSERT]	[INSERT]
Fiber Route 3	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarcation Point:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarcation Point:	[# OF SINGLE MODE FIBER STRANDS]		[INSERT]	[INSERT]
TOTAL COST:					[INSERT]	[INSERT]

Section 2: Service Term. The Service Term for Fiber Route 1 is: _____. The Service Term for Fiber Route 2 is: _____. The Service Term for Fiber Route 3 is: _____.

Section 3: Estimated Installation Date. The estimated installation date for Fiber Route 1 is: _____. The estimated installation date for Fiber Route 2 is: _____. The estimated installation date for Fiber Route 3 is: _____.

Section 4: Customer Information.

Account Name:

Invoicing Address:

Account Executive to Customer:

E-Rate Billing Method: SPI Method (FCC Form 474)

BEAR Method (FCC Form 472)

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Customer Billing Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Other Customer Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Section 5: Service Term. Installation, testing and acceptance of the Licensed Fibers shall be in accordance with Article 3 of the MSA. The Service Term for each Service, set forth in Section 2 above, shall commence on the applicable Service Commencement Date.

Section 6: Rates and Charges. Customer is responsible for paying to Provider the NRC and MRC set forth in Section 1 above, all in accordance with Article 4 of the MSA.

Section 7: Grant of License. Beginning on the Service Commencement Date for each Fiber Route, and continuing through the applicable Service Term, Provider grants to Customer, and Customer accepts from Provider, a license (the "License") to use the dark fibers on the Fiber Route (the "Licensed Fibers") by accessing same at the End Points specified in Section 1 above. Customer is not permitted to access the Licensed Fibers at any location other than the End Points. The License does not include any right on the part of Customer to: (i) own, control, possess, encumber, repair or maintain, or cause or permit any lien to attach to the Licensed Fibers, any Provider Equipment, or any other property of Provider; or (ii) use or access any of the other fiber optic strands that may be in the same cable bundle as the Licensed Fibers.

Section 8: Route of Licensed Fibers and Maximum Loss Budget. Provider shall at all times during the Service Term have full and complete discretion to choose the route along which the Licensed Fibers are installed between the End Points. That route will not necessarily be the most direct route between the End Points. Provider may, from time to time during the Service Term, elect to change the route along which the Licensed Fibers are installed. So long as the actual optical loss for each Fiber Route is always less than or equal

to the Maximum Loss Budget specified for such Fiber Route in Section 1 above, Customer shall have no authority to approve or disapprove of any particular installation route. In the event of any route relocation, Provider shall use commercially reasonable efforts to minimize the disruption to Customer's use of the Licensed Fibers.

Section 9: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Licensed Fibers are available to Customer 24 hours per day, seven days per week, consistent with the applicable SLA. It is possible, however, that there will be interruptions of Services. Customer understands and agrees that the Licensed Fibers may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary Service interruptions for such reasons, as well as all Service interruptions caused by Customer, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Service Order. Instead, Customer's sole remedies for any such interruptions in the Services are described in the applicable SLA.

Section 10: Customer Equipment and Software. As between Provider and Customer, Customer is solely responsible for the installation, repair, maintenance and use of all Customer Equipment and all software supplied by Customer for use in connection with the Licensed Fibers, including all aspects of Customer's internal network. Provider does not manufacture Equipment or software and does not support Customer Equipment or software. Any questions concerning or requests for maintenance or repair of third-party hardware or software should be directed to the provider of that product. If Customer Equipment or software impairs the Licensed

Fibers, Customer will remain liable for payment of the applicable Fees. If, at Customer's request, Provider should attempt to resolve difficulties caused by Customer Equipment or software, such efforts may be performed at Provider's discretion and Customer will be responsible for Provider's then-current commercial rates and terms for such consulting services.

Section 11: No Sub-Licensing; Non-Compete. The Services and the License are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Licensed Fibers, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, indefeasible right of use, or any other form. Nor shall Customer use the Licensed Fibers for commercial purposes that are competitive with Provider's business (e.g., use the Licensed Fibers to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

Section 12: Provider's Retained Rights. Provider retains the exclusive right to provide services using, or to sell or lease to other customers or end users fibers (other than the Licensed Fibers) contained in the same cable bundle as the Licensed Fibers. Provider shall not use the Licensed Fibers during the Service Term.

Section 13: Customer Security Measures. Unless the End Points are installed at Service Sites that are within Provider's control, Customer is responsible for establishing commercially reasonable security measures at the Service Sites to prevent unauthorized access to the Licensed Fibers and any Provider Equipment. Customer shall reimburse Provider for the cost of any damage to Provider Equipment or the Licensed Fibers occurring at the Service Sites due to negligent security measures on the part of Customer.

Section 14: E-Rate Program.

(a) Participation in E-Rate Program. With respect to this Service Order, Customer is participating in the Federal Universal Service Discount program for schools and libraries ("E-Rate"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "SLD"), which is administered by the Universal Service Administrative Company ("USAC").

(b) Customer's Contingent Right to Cancel. As set forth in the MSA, this Service Order is conditional and subject to Customer receiving full E-Rate funding by the SLD. Notwithstanding anything to the contrary contained in this Service Order or in the MSA, Customer reserves the right to cancel or in any manner reduce the scope of this Service Order in the event SLD does not completely fund the request for funding submitted by Customer with respect to the Services described in this Service Order.

(c) E-Rate Billing. Under the E-Rate program, Customer must elect one of the following methods of invoicing, both of which require the cooperation of Provider:

- (i) SPI Method: Under the Service Provider Invoice method (the "SPI" method) of billing, Customer receives a discount on the invoices Customer receives from Provider. Customer pays in full the invoices it receives from Provider. Provider then submits FCC form 474, the Service Provider Invoice Form, to USAC in order to receive payment from USAC for the discounts Provider provided to Customer.
- (ii) BEAR Method: Under the Billed Entity Applicant Reimbursement Method (the "BEAR" method) of billing, the invoices Customer receives from Provider contain the full amount of the non-discounted rates set forth in Section 1 above. Customer pays in full the invoices it receives from Provider. Customer then submits FCC Form 472, the Billed Entity Applicant Reimbursement Form, to USAC in order to receive reimbursement from USAC for a portion of the amounts paid to Provider.

Customer has specified in Section 4 above which of the two methods of E-Rate billing Customer desires to use with respect to this Service Order. Regardless of which E-Rate billing method Customer has elected, the Parties agree to cooperate with one another as reasonably necessary to complete and process such paperwork as may be necessary for Customer to take advantage of the E-Rate funding available for the Services.

[Signatures on following page.]

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVEDIVISION HOLDINGS, LLC

By _____

Name: _____

Title: _____

Date: _____

[The remainder of this page is intentionally left blank.]

MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this “**MSA**”) is entered into as of this ____ day of _____, 2015 (the “**Effective Date**”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company, on behalf of itself and its Affiliates (collectively, “**Provider**”), and _____, a _____ (“**Customer**”). For purposes of this MSA, the term “**Affiliate**” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in this MSA as a “**Party**” and together as the “**Parties**.”

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA; Documents Comprising Agreement. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (collectively, the “**Services**”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “**Service Orders**,” as described in Section 1.2 below. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “**Agreement**.” If one or more Service Level Agreements are attached to this MSA as Exhibits (the “**SLA**”), the SLA constitutes a part of this MSA.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and full execution of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “**Service Site**”); (iii) the initial term of the Service Order (the “**Initial Service Term**”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“**MRC**”) for the Service, and (b) any non-recurring charges (“**NRC**”) associated with installation of the Service; (v) the estimated installation date for the Service; and (vi) any other terms or conditions specific to the particular Service Order.

1.3 Order of Precedence. In the event of a conflict between the provisions of this MSA (including the SLA) and the provisions of any Service Order, the provisions of this MSA (including the SLA) shall control unless the Service Order at issue expressly states that the parties intend for the conflicting provision of the Service Order to control.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The initial term of this MSA (the “**Initial MSA Term**”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth anniversary of the Effective Date (the “**Expiration Date**”). Upon expiration of the Initial MSA Term, this MSA shall begin to automatically renew for successive renewal terms of one (1) year each (each, an “**MSA Renewal Term**,” and, together with the Initial MSA Term, the “**MSA Term**”). Either Party may terminate this MSA by delivering thirty (30) days’ written notice of termination to the other Party at any time during an MSA Renewal Term. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The term of each Service Order shall be as specified in the Service Order.

ARTICLE 3 – INSTALLATION, TESTING AND ACCEPTANCE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the

“Customer Equipment”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate HVAC, electrical power, and security at the Service Site. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, modify, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer’s option, participate in Provider’s final testing of the Service. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the “**Service Commencement Date**”). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as “**Fees.**” Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a “**Fee Dispute Notice**”). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer’s delivery of the applicable Fee Dispute Notice. If the Parties do not resolve the Fee Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider’s net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively “**Applicable Taxes**”). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under this Agreement (each a separate event of “**Default**”): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of this Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated

against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under this Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iv) pursue any other remedy available to Provider under this Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under this Agreement: (i) if Provider fails to comply with any material provision of this Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under this Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); (ii) terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iii) pursue any other remedy available to Customer under this Agreement or applicable law. Early termination by customer shall be accomplished by providing termination notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Customer Convenience. Customer may, at any time during the Service Term for a Service, discontinue the Services and/or terminate the corresponding Service Order upon not less than thirty (30) days' advance written notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.1 shall be referred to as "**Termination for Customer Convenience.**" In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.2 Early Termination for Default. As set forth in Article 5 above, either Party may elect to terminate this MSA and/or one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.

6.3 Other Early Termination by Provider. At any time during the applicable Service Term, Provider may, upon reasonable advance notice to Customer, terminate any Service(s) or Service Order(s) if any of the following occur, each in the reasonable good faith business judgment of Provider: (i) Provider does not have all rights necessary to provide the Service(s); (ii) Provider is legally or contractually prohibited from providing the Services or is advised by counsel that termination of the Service(s) and/or Service Order(s) is advisable given newly enacted or then-pending laws, regulations or ordinances, whether federal, state or local; (iii) delivery of the Service(s) becomes technically infeasible due to equipment changes and reconfigurations or other technical issues; or (iv) Provider reasonably determines that the use of the Service(s) by Customer is resulting or is likely to result in significant damage to Provider's network or property or create a significant risk of harm to Provider or its agents or employees. In the event of termination pursuant to this Section 6.3, Customer's sole and exclusive remedies will be reimbursement by Provider of any pre-paid, unused monthly service Fees attributable to the terminated Service(s) or Service Order(s).

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.1 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The “**Termination Charge**” shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; and (iii) a percentage of all remaining MRCs Customer was to pay Provider for the remainder of the applicable Service Term (the “**Remaining Monthly Service Charges**”). If a Termination Charge is incurred during the first year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be one hundred percent (100%). If a Termination Charge is incurred during the second or third year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be seventy-five percent (75%). If a Termination Charge is incurred during or after the fourth year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be fifty percent (50%). If incurred, the Termination Charge will be due and payable within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider’s actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIALITY AND THE PUBLIC RECORDS ACT

7.1 Definition of Confidential Information. “**Confidential Information**” shall mean all information, including this Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under this Agreement which is disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of this Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party’s disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. Except as provided in Section 7.3 below, the Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees or contractors that have a need to know for such purposes (with disclosure to contractors being limited to contractors that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under this Agreement; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7

may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Washington law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Records Act, chapter 42.56 RCW, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in this Agreement, Provider's total liability for any and all causes and claims arising under this Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole remedy for such failure shall be the remedies set forth in the SLA. No such failure shall be considered a Default by Provider under this Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

SERVICES.

ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the “**Provider Indemnified Parties**”) harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer’s negligence or willful misconduct in exercising its rights or performing its obligations under this Agreement; (ii) Customer’s noncompliance with or Default under this Agreement; and/or (iii) Customer’s failure to comply with applicable law in connection with its performance under this Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the “**Customer Indemnified Parties**”) harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider’s negligence or willful misconduct in exercising its rights and performing its obligations under this Agreement; (ii) Provider’s noncompliance with or Default under this Agreement; and/or (iii) Provider’s failure to comply with applicable law in connection with its performance under this Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified party shall promptly notify the indemnifying party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified party without the consent of the indemnified party. The indemnified party shall reasonably cooperate with the indemnifying party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying party, all at the cost and expense of the indemnifying party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any failure of performance hereunder (other than Customer’s payment obligations under Article 4) due to causes beyond such Party’s reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar natural disaster, terrorist acts, insurrection, riot, national emergency, war or other catastrophe, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a “**Force Majeure Event**”). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the cessation of such event. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate this Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a “**Dispute**”) arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a “**Dispute Notice**”). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of Washington. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of

Washington in and for King County, or in the Federal District Court for the Western District of Washington, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer this Agreement or its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such Party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in this Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider:

Wave Business Solutions, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN:
Email:

If to Customer:

With a Copy to:

WaveDivision Holdings, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: Jim Penney
Email: jpenney@wavebroadband.com

With a Copy to:

Either party may change its notice address by giving notice to the other party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties.

15.2 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER
Wave Business Solutions, LLC

provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.3 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under this Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.4 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.5 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. This Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of this Agreement.

15.6 Exhibits. The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber Services

15.7 Computation of Time. Except where expressly provided to the contrary, as used in this Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in this Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.8 Counterparts. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document.

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

_____, a

By _____
Name: _____
Title: _____

PROVIDER:

Wave Business Solutions, LLC, a Washington
limited liability company

By _____
Name: _____
Title: _____

**Contract Coversheet (Non-Federal)
Request Board Approval**

Please submit this form with your unsigned contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

All contracts require school board approval.

The only authorized signatures on a contract are Brian Fiones, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
08/15/17	New Service Agreement	WaveDivision Holdings, LLC	WSD Dark Fiber	\$16,912 before WaST Budget Code 9700 65 7016 000	1 July 2018-30 June 2023	David W. Yancey I have read this contract and recommend it for board approval. <i>(Signature)</i> Initial 15 Aug 17 Date	<i>(Signature)</i>	MTM/MRC	This is decided at the district office.

Agency Contact Information (who & where contract needs to be mailed to for signing):

Agency Name WaveDivision Holdings, LLC
 Attention: Paul Koss
 Street address or PO Box 401 Parkplace Center, Suite 500
 City, State, Zip Code Kirkland, WA 98033
 Email Address pkoss@wavebroadband.com
 Phone Number Office – 425.896.1899

Contract Details (Give a brief description of the contract):

If this is a revision, what has changed?

In response to RFP WSD-062817, Wenatchee School District fiber services proposal, the evaluation process was completed and Wave Broadband was selected as the vendor in accordance with USAC SLD and FCC requirements for Erate bidding and the awarding of agreement for dark fiber service. 60 month agreement with an annual option for renewal for up to 5 years with no change in MTM/MRC pricing.

Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Reviewed by Attorney _____
Signature

Requires Edits? _____

**DARK FIBER ORDER
E-Rate Customer**

This Dark Fiber Order: E-Rate Customer (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company ("Provider"), and WENATCHEE SCHOOL DISTRICT #246, a Washington public school district ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated August 15, 2017 (the "Master Agreement"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them Master Agreement. Because the Services being purchased pursuant to this Service Order are licenses to use dark fiber strands, as used in this Service Order the terms "Services" and "Licensed Fibers" shall be interchangeable.

Section 1: Description of Fiber Routes and Charges. Provider shall deliver to Customer the dark fiber service(s) set forth in the following table (each, a "Service," and collectively, the "Services"). The Services shall connect the "End Points" set forth below (each such connection, a "Fiber Route"), using the number of dark fiber strands described below, at a loss budget not to exceed the "Maximum Loss Budget" set forth below, in exchange for the one-time, non-recurring installation cost ("NRC") set forth below, and the monthly recurring charges ("MRC") set forth below:

Fiber Route Identifier	Location A End Point	Location Z End Point	Description of Fiber	Maximum Loss Budget	NRC	MRC
Sunnyslope ES Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Sunnyslope ES 3109 School Street Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Lewis & Clark ES Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Lewis & Clark ES 1130 Princeton Avenue Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
John Newbery ES Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	John Newbery ES 850 N. Western Avenue Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Washington ES Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Washington ES 1401 Washington Street Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Castle Rock ECLC Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Castle Rock Early Childhood Learning Center 112 S. Elliott Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Columbia ES Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Columbia ES 600 Alaska Street Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Abraham Lincoln ES Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Abraham Lincoln ES 1224 Methow Street Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Mission View ES Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Mission View ES 60 Terminal Avenue Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Foothills MS Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Foothills MS 1410 Maple Street Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057

Orchard MS Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Orchard MS 1024 Orchard Avenue Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Pioneer MS Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Pioneer MS 1620 Russell Street Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
WestSide HS Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	WestSide HS 1510 Ninth Street Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Wenatchee HS Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Wenatchee HS 1101 Millerdale Avenue Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Wenatchee Valley TSC Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Wenatchee Valley Technical Skills Center 327 E. Penney Road Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Valley Academy Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Valley Academy of Learning 1911 N. Wenatchee Avenue Wenatchee, WA 98801	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
Maintenance / Technology Fiber Route	WSD Admin Building 235 Sunset Avenue Wenatchee, WA 98801	Maintenance / Technology Building 1001 Circle Street Wenatchee, WA 98810	2 strands single mode dark fiber	7 dB @ 1550 nm	\$0	\$1,057
TOTAL COST:					\$0	\$16,912

Section 2: Service Term. The Service Term for the Services is 60 months. Customer shall have five (5) options to renew this Service Order (each, a "Renewal Option," and, together, the "Renewal Options") each of which is for a renewal term of one (1) year (each, a "Renewal Term," and, together, the "Renewal Terms"). To exercise a Renewal Option, Customer must provide written notice of renewal to Provider no less than sixty (60) days prior to the expiration of the Service Term or the then-current Renewal Term, as applicable.

Section 3: Estimated Installation Date. The Services shall be installed on or before July 1, 2018; provided, that in no event shall Customer be billed for any of the Services prior to July 1, 2018.

Section 4: Customer Information.

Account Name: Wenatchee School District #246
Account Executive to Customer: Jeff Stoner

Invoicing Address: 235 Sunset Avenue
Wenatchee, WA 98801

E-Rate Billing Method: SPI Method (FCC Form 474)
 BEAR Method (FCC Form 472)
DWW

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:

David W. Yancey
yancey.d@wenatcheeschools.org
509-663-8161 (Ph)

Customer Billing Contact:

David W. Yancey
yancey.d@wenatcheeschools.org
509-663-8161 (Ph)

Other Customer Contact:

N/A

Section 5: Service Term. Installation, testing and acceptance of the Licensed Fibers shall be in accordance with Article 3 of the MSA. The Service Term for each Service, set forth in Section 2 above, shall commence on the applicable Service Commencement Date.

Section 6: Rates and Charges. Customer is responsible for paying to Provider the NRC and MRC set forth in Section 1 above, all in accordance with Article 4 of the MSA.

Section 7: Grant of License. Beginning on the Service Commencement Date for each Fiber Route, and continuing through the applicable Service Term, Provider grants to Customer, and Customer accepts from Provider, a license (the "License") to use the dark fibers on the Fiber Route (the "Licensed Fibers") by accessing same at the End Points specified in Section 1 above. Customer is not permitted to access the Licensed Fibers at any location other than the End Points. The License does not include any right on the part of Customer to: (i) own, control, possess, encumber, repair or maintain, or cause or permit any lien to attach to the Licensed Fibers, any Provider Equipment, or any other property of Provider; or (ii) use or access any of the other fiber optic strands that may be in the same cable bundle as the Licensed Fibers.

Section 8: Route of Licensed Fibers and Maximum Loss Budget. Provider shall at all times during the Service Term have full and complete discretion to choose the route along which the Licensed Fibers are installed between the End Points. That route will not necessarily be the most direct route between the End Points. Provider may, from time to time during the Service Term, elect to change the route along which the Licensed Fibers are installed. So long as the actual optical loss for each Fiber Route is always less than or equal to the Maximum Loss Budget specified for such Fiber Route in Section 1 above, Customer shall have no authority to approve or disapprove of any particular installation route. In the event of any route relocation, Provider shall use commercially reasonable efforts to minimize the disruption to Customer's use of the Licensed Fibers.

Section 9: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Licensed Fibers are available to Customer 24 hours per day, seven days per week, consistent with the applicable SLA. It is possible, however, that there will be interruptions of Services. Customer understands and agrees that the Licensed Fibers may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary Service interruptions for such reasons, as well as all Service interruptions caused by Customer, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Service Order. Instead, Customer's sole remedies for any

DARK FIBER ORDER: E-Rate Customer
WaveDivision Holdings, LLC / Wenatchee School District #246

such interruptions in the Services are described in the applicable SLA.

Section 10: Customer Equipment and Software. As between Provider and Customer, Customer is solely responsible for the installation, repair, maintenance and use of all Customer Equipment and all software supplied by Customer for use in connection with the Licensed Fibers, including all aspects of Customer's internal network. Provider does not manufacture Equipment or software and does not support Customer Equipment or software. Any questions concerning or requests for maintenance or repair of third-party hardware or software should be directed to the provider of that product. If Customer Equipment or software impairs the Licensed Fibers, Customer will remain liable for payment of the applicable Fees. If, at Customer's request, Provider should attempt to resolve difficulties caused by Customer Equipment or software, such efforts may be performed at Provider's discretion and Customer will be responsible for Provider's then-current commercial rates and terms for such consulting services.

Section 11: No Sub-Licensing; Non-Compete. The Services and the License are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Licensed Fibers, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, indefeasible right of use, or any other form. Nor shall Customer use the Licensed Fibers for commercial purposes that are competitive with Provider's business (e.g., use the Licensed Fibers to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

Section 12: Provider's Retained Rights. Provider retains the exclusive right to provide services using, or to sell or lease to other customers or end users fibers (other than the Licensed Fibers) contained in the same cable bundle as the Licensed Fibers. Provider shall not use the Licensed Fibers during the Service Term.

Section 13: Customer Security Measures. Unless the End Points are installed at Service Sites that are within Provider's control, Customer is responsible for establishing commercially reasonable security measures at the Service Sites to prevent unauthorized access to the Licensed Fibers and any Provider Equipment. Customer shall reimburse Provider for the cost of any damage to Provider Equipment or the Licensed Fibers occurring at the Service Sites due to negligent security measures on the part of Customer.

Section 14: E-Rate Program.

(a) **Participation in E-Rate Program.** With respect to this Service Order, Customer is participating in the Federal Universal Service Discount program for schools and libraries

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("E-Rate"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "SLD"), which is administered by the Universal Service Administrative Company ("USAC").

(b) Customer's Contingent Right to Cancel. As set forth in the MSA, this Service Order is conditional and subject to Customer receiving full E-Rate funding by the SLD. Notwithstanding anything to the contrary contained in this Service Order or in the MSA, Customer reserves the right to cancel or in any manner reduce the scope of this Service Order in the event SLD does not completely fund the request for funding submitted by Customer with respect to the Services described in this Service Order.

(c) E-Rate Billing. Under the E-Rate program, Customer must elect one of the following methods of invoicing, both of which require the cooperation of Provider:

(i) SPI Method: Under the Service Provider Invoice method (the "SPI" method) of billing, Customer receives a discount on the invoices Customer receives from Provider. Customer pays in full the invoices it receives from Provider. Provider then submits FCC form 474, the Service Provider Invoice Form, to USAC in order to receive

payment from USAC for the discounts Provider provided to Customer.

(ii) BEAR Method: Under the Billed Entity Applicant Reimbursement Method (the "BEAR" method) of billing, the invoices Customer receives from Provider contain the full amount of the non-discounted rates set forth in Section 1 above. Customer pays in full the invoices it receives from Provider. Customer then submits FCC Form 472, the Billed Entity Applicant Reimbursement Form, to USAC in order to receive reimbursement from USAC for a portion of the amounts paid to Provider.

Customer has specified in Section 4 above which of the two methods of E-Rate billing Customer desires to use with respect to this Service Order. Regardless of which E-Rate billing method Customer has elected, the Parties agree to cooperate with one another as reasonably necessary to complete and process such paperwork as may be necessary for Customer to take advantage of the E-Rate funding available for the Services.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:

WENATCHEE SCHOOL DISTRICT #246

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVEDIVISION HOLDINGS, LLC

By _____

Name: _____

Title: _____

Date: _____

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**MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES
Washington E-Rate Customer**

This Master Services Agreement for Enterprise Services: Washington E-Rate Customer (this “MSA”) is entered into as of this 15th day of August, 2017 (the “Effective Date”), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company, on behalf of itself and its Affiliates (collectively, “Provider”), and WENATCHEE SCHOOL DISTRICT #246, a Washington public school district (“Customer”). For purposes of this MSA, the term “Affiliate” shall mean any other person which directly, or indirectly through one or more intermediaries, is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in this MSA as a “Party” and together as the “Parties.”

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA; Documents Comprising Agreement. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (collectively, the “Services”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “Service Orders,” as described in Section 1.2 below. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “Agreement.” If one or more Service Level Agreements are attached to this MSA as Exhibits (the “SLA”), the SLA constitutes a part of this MSA.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and full execution of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “Service Site”); (iii) the initial term of the Service Order (the “Initial Service Term”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“MRC”) for the Service, and (b) any non-recurring service activation charges (“NRC”) associated with installation of the Service; (v) the estimated installation date for the Service; and (vi) any other terms or conditions specific to the particular Service Order.

1.3 Order of Precedence. In the event of a conflict between the provisions of this MSA (including the SLA) and the provisions of any Service Order, the provisions of this MSA (including the SLA) shall control unless the Service Order at issue expressly states that the parties intend for the conflicting provision of the Service Order to control.

ARTICLE 2 – TERM

2.1 Term of MSA. The term of this MSA (the “MSA Term”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth anniversary of the Effective Date (the “Expiration Date”). Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The term of each Service Order shall be as specified in the Service Order.

ARTICLE 3 – INSTALLATION, TESTING AND ACCEPTANCE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “Provider Equipment”) incidental to the connection of Provider’s existing network facilities to the Customer demarcation point(s) at the Service Site (the “Demarcation Point(s)”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “Customer Equipment”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate HVAC, electrical power, and security at the Service Site. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-

arrange, disconnect, modify, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "Service Commencement Date"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "Fees." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "Fee Dispute Notice"). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. If the Parties do not resolve the Fee Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "Applicable Taxes"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under this Agreement (each a separate event of "Default"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of this Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under this Agreement, Provider may, at its

option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iv) pursue any other remedy available to Provider under this Agreement or applicable law. If Provider terminates one or more Service Orders due to Customer Default, Customer shall pay a "Termination Charge" to Provider equal to the sum of the following: (a) all unpaid amounts for Services actually provided prior to the termination date for the Service Order at issue; and (b) a percentage of all remaining MRCs Customer was to pay Provider for the remainder of the applicable Service Term (the "Remaining Monthly Service Charges"). If a Termination Charge is incurred during the first year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be one hundred percent (100%). If a Termination Charge is incurred during the second or third year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be seventy-five percent (75%). If a Termination Charge is incurred during or after the fourth year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be fifty percent (50%). If incurred, the Termination Charge will be due and payable within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

5.3 **Provider Default.** Each of the following shall constitute a Default by Provider under this Agreement: (i) if Provider fails to comply with any material provision of this Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 **Remedies for Provider Default.** In the event of a Default by Provider under this Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); (ii) terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iii) pursue any other remedy available to Customer under this Agreement or applicable law. Early termination by customer shall be accomplished by providing termination notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 **Early Termination for Customer Convenience.**

(a) **E-Rate Funding Contingency.** Customer is a participant in the Federal Universal Service Discount program for schools and libraries ("E-Rate"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "SLD"). Customer may enter into one or more Service Orders with Provider to purchase Services through the E-Rate program. Should Customer enter into any Service Order with Provider for Services that Customer intends to fund, in whole or in part, through the E-Rate program, then Customer shall have the right to discontinue any one or more of such Services and/or terminate the corresponding Service Order(s) if Customer's request for E-Rate funding is denied, cancelled or otherwise discontinued by SLD. In such event, Customer shall deliver no less than thirty (30) days' advance written notice of termination to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

(b) **Non-Appropriation Contingency.** Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service

Order at issue as a matter of public convenience as provided herein. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 **Early Termination for Default.** As set forth in Article 5 above, either Party may elect to terminate this MSA and/or one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.

6.3 **Portability; Substitution of Services.** At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for the remainder of the Service Term for the discontinued Services; and (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services.

ARTICLE 7 – CONFIDENTIALITY AND THE PUBLIC RECORDS ACT

7.1 **Definition of Confidential Information.** “Confidential Information” shall mean all information, including this Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under this Agreement which is disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of this Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party’s disclosure of same.

7.2 **Obligations Regarding Confidential Information.** Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. Except as provided in Section 7.3 below, the Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees or contractors that have a need to know for such purposes (with disclosure to contractors being limited to contractors that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under this Agreement; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 **Public Records Act.** Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Washington law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if

such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Records Act, chapter 42.56 RCW, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 **General Limitations.** Except as expressly provided to the contrary elsewhere in this Agreement, Provider's total liability for any and all causes and claims arising under this Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 **Service Level Agreement.** Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole remedy for such failure shall be the remedies set forth in the SLA. No such failure shall be considered a Default by Provider under this Agreement.

8.3 **No Special Damages.** EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 **Assumption of Risk.** PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

ARTICLE 9 –INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 **Indemnification by Customer.** Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "Provider Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under this Agreement; (ii) Customer's noncompliance with or Default under this Agreement; and/or (iii) Customer's failure to comply with applicable

law in connection with its performance under this Agreement.

9.2 **Indemnification by Provider.** Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "Customer Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under this Agreement; (ii) Provider's noncompliance with or Default under this Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under this Agreement.

9.3 **Indemnification Procedures for Third-Party Claims.** Should any third-party claim arise under this Article 9, the indemnified party shall promptly notify the indemnifying party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified party without the consent of the indemnified party. The indemnified party shall reasonably cooperate with the indemnifying party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying party, all at the cost and expense of the indemnifying party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, invasions or hostilities (whether war is declared or not), a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "Force Majeure Event"). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the cessation of such event. If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate this Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 **Good Faith Negotiations.** Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "Dispute") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "Dispute Notice"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 **Governing Law.** This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of Washington. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of Washington in and for King County, or in the Federal District Court for the Western District of Washington, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer this Agreement or its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its

interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such Party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in this Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider:

WaveDivision Holdings, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: Paul Koss
Email: pkoss@wavebroadband.com

If to Customer:

Wenatchee School District #246
235 Sunset Avenue
Wenatchee, WA 98801
ATTN: David W. Yancey
Email: yancey.d@wenatcheeschools.org

With a Copy to:

WaveDivision Holdings, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: Jim Penney
Email: jpenney@wavebroadband.com

With a Copy to:

Either party may change its notice address by giving notice to the other party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 **Entire Agreement; Interpretation.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties.

15.2 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.3 **No Waiver.** No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under this Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a

payment will not release any claim by Provider for additional amounts due from Customer.

15.4 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.5 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. This Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of this Agreement.

15.6 Exhibits. The following Exhibit, which is attached to this Agreement, is incorporated herein and by this reference made a part of this Agreement:

EXHIBIT A - Service Level Agreement for Dark Fiber Services

15.7 Computation of Time. Except where expressly provided to the contrary, as used in this Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in this Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.8 Counterparts. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document.

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

Wenatchee School District #246, a Washington public school district

By _____

Name: _____

Title: _____

PROVIDER:

WaveDivision Holdings, LLC, a Delaware limited liability company

By _____

Name: _____

Title: _____





EXHIBIT A
Service Level Agreement
for
Ultra High Availability Dark Fiber Services

This Service Level Agreement for Ultra High Availability Dark Fiber Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services ("MSA") between WaveDivision Holdings, LLC ("WAVE") and Customer.

1. AVAILABILITY SLA

WAVE's dark fiber paths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of Dark Fiber Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected dark fiber path.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Dark Fiber Path*
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, WAVE's NOC is designed to provide a MTTR of **no greater than 4 hours**. If the target MTTR is not met for a particular dark fiber path in a given calendar month, and Customer receives a Service from WAVE on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Path
4 hr MTTR	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Availability" means the dark fibers at issue are available to and accessible by Customer at the specified locations, are capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data

transmission. Periods of Excused Outage are not included in the Availability metric. WAVE does not monitor the use or availability of dark fiber Services, thus any Outage must be reported to the WAVE NOC by Customer.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore “TTR” in excess of WAVE’s targeted MTTR.

“Emergency Maintenance” means WAVE’s efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in Services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE’s reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE’s delivery of the Services to Customer.

“Mean Time to Restore” or **“MTTR”** means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least seven (7) days in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

“WAVE’s Network Operations Center” or **“WAVE’s NOC”** means WAVE’s network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to WAVE's customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to WAVE's customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

5.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected dark fiber path and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer's failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE's termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE's inability to deliver Service by the Customer's desired due date.

Wenatchee School District No. 246
MEMORANDUM

To: Wenatchee Board of Directors and
Brian Fones, Superintendent

From: Les Vandervort, CFO

Date: August 16, 2017

Re: **2017-18 BUDGET**

Attached is **Resolution 11-17**, fixing the appropriations for the 2017-18 school year.

The 2017-18 Budget represents a marked reduction in General Fund Fund Balance by August 31, 2018. The deficit is a result of the addition of a net eleven (11) FTE certificated staff for schedule changes at Wenatchee High School and Foothills Middle School, the carryforward of this years enrollment loss, a loss of federal grant dollars and additional costs for collective bargaining agreements. This deficit is obviously not desired, nor sustainable, but it represents the reality of an uncertain transition period of reducing local funding for more state funding in 2018-19.

In trying to settle the McCleary “amply funding education” dilemma, the State of Washington legislature selectively provided significant new funding to categorical programs such as Learning Assistance (LAP), Vocational Ed, Skills Center, and Transitional Bilingual. Those funds are specific for only students eligible in those programs.

The legislature did provide a 2.3% cost of living (COLA) raise to all BEA program staff. An additional \$40 per month was provided for health insurance. Materials and supplies increased about 1.7% for Basic Education (BEA).

The average student FTE for **2015-16** was **7,894**.
The average student FTE for **2016-17** was **7,727**.
The estimated average student FTE for 2017-18 is 7,741.

	<u>Revenue</u>	(Appropriations) <u>Expenditure</u>	Excess of Revenue Over/(under) <u>Expenditures</u>
General Fund	\$99,875,361	\$103,101,483	(\$3,226,122)
ASB Fund	1,044,988	1,125,737	(80,749)
Debt Service Fund	5,412,000	5,519,563	(107,563)
Capital Projects	5,660,648	7,603,147	(1,942,499)
Transportation	167,000	447,000	(280,000)

The General Fund Budgeted Total Ending Fund Balance is **\$7,773,878** (7.54%).

Responsible stewardship of human and financial resources is our hallmark. All resource managers are accountable for the effective and efficient management of district funds.

The General Fund M&O Levy increases from \$12,163,000 in 2017 (\$2.94 per \$1,000 Assessed Value (AV)) to \$12,527,890 in 2018 (estimated at \$2.96 per \$1,000 AV).

The Debt Service Levy is \$5,400,000 (\$1.30 per \$1,000 AV) in 2017 and \$5,400,000 (estimated at \$1.26 per \$1,000 AV) for 2017.

**Wenatchee School District No. 246
Resolution 11-17**

WHEREAS, the 2017-18 Budget must be adopted on or before August 31, 2017;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington that the 2017-18 Budget be adopted as follows:

APPROPRIATIONS

General Fund.....	\$ 103,101,483
Associated Student Body Fund.....	1,125,737
Debt Service Fund.....	5,519,563
Capital Projects Fund.....	7,603,147
Transportation Vehicle Fund.....	447,000

BE IT FURTHER RESOLVED that the Board of Directors approve the 2017-18 applications for State and Federal grants and programs as follows:

Program No. 21 State Special Education	\$ 5,802,096
Program No. 22 State Special Ed – Infants and Toddlers	345,584
Program No. 24 Federal Special Education Supplemental	1,508,777
Program No. 38 Federal Secondary Vocational Ed	39,091
Program No. 46 Federal Perkins - Skills Center	17,181
Program No. 51 Federal Disadvantaged	1,715,638
Program No. 52 Federal School Improvement	1,170,510
Program No. 53 Federal Migrant, including Summer School	950,304
Program No. 55 State Learning Assistance	3,006,271
Program No. 56 State Institutions (Juvenile Detention)	130,000
Program No. 58 State Special and Pilot Programs	1,971,646
Program No. 64 Federal Limited English Proficiency	252,864
Program No. 65 State Transitional Bilingual	2,285,316
Program No. 74 State Highly Capable	178,899
Program No. 88 Day Care	120,000

BE IT FURTHER RESOLVED that the General Fund Maintenance and Operations Levy for 2018 collection be certified at \$12,527,890 and the Debt Service Levy for 2018 collection be certified at \$5,400,000, and

BE IT FURTHER RESOLVED that the Board of Directors approve the residual transfer of net rental and lease proceeds from the General Fund to the Capital Projects Fund at the close of the 2016-17 school year, and

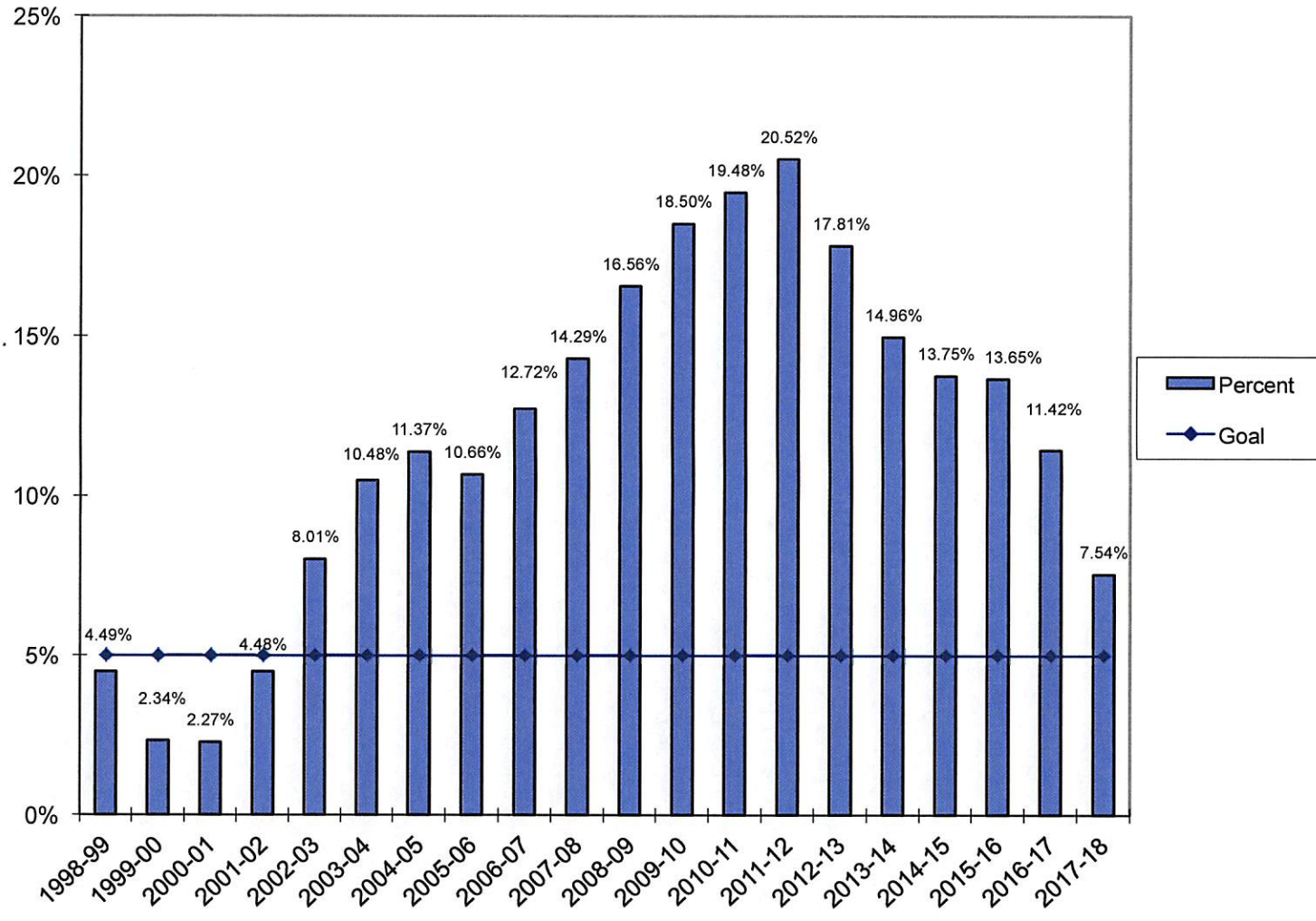
DATED the 22nd of August, 2017

Secretary of the Board of Directors

President of the Board of Directors

Total Fund Balance

Wenatchee School District



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Wenatchee School District No.246

BUDGET AND EXCESS LEVY SUMMARY

	General Fund	Associated Student Body Fund	Debt Service Fund	Capital Projects Fund	Transportation Vehicle Fund
SECTION A: BUDGET SUMMARY					
Total Revenues and Other Financing Sources	99,875,361	1,044,988	5,412,000	5,660,648	167,000
Total Appropriation (Expenditures)	103,101,483	1,125,737	5,519,563	7,603,147	447,000
Other Financing Uses--Transfers Out (G.L. 536)	0	XXXX	0	0	0
Other Financing Uses (G.L. 535)	0	XXXX	0	0	0
Excess of Revenues/Other Financing Sources Over/(Under) Expenditures and Other Financing Uses	-3,226,122	-80,749	-107,563	-1,942,499	-280,000
Beginning Total Fund Balance	11,000,000	600,000	2,450,000	4,000,000	280,000
Ending Total Fund Balance	7,773,878	519,251	2,342,437	2,057,501	0
SECTION B: EXCESS LEVIES FOR 2018 COLLECTION					
Excess levies approved by voters for 2018 collection	12,527,890	0	0	0	0
Rollback mandated by school district Board of Directors 1/	0	0	0	0	0
Net excess levy amount for 2018 collection after rollback	12,527,890	XXXX	5,400,000	0	0

1/ Rollback of levies needs to be certified pursuant to RCW 84.52.020. Please do NOT include such resolution as part of this document.

Wenatchee School District No.246

GENERAL FUND FINANCIAL SUMMARY

	(1) Actual 2015-2016	(2) % of Total	(3) Budget 2016-2017	(4) % of Total	(5) Budget 2017-2018	(6) % of Total
ENROLLMENT AND STAFFING SUMMARY						
Total K-12 FTE Enrollment Counts	7,739.71		7,880.00		7,741.00	
FTE Certificated Employees	537.520		547.142		570.056	
FTE Classified Employees	308.949		351.183		350.019	
FINANCIAL SUMMARY						
Total Revenues and Other Financing Sources	90,813,294		95,189,406		99,875,361	
Total Expenditures	88,876,738		96,305,332		103,101,483	
Total Beginning Fund Balance	11,417,371		9,923,956		11,000,000	
Total Ending Fund Balance	12,134,512		8,658,030		7,773,878	
EXPENDITURE SUMMARY BY PROGRAM GROUPS						
Regular Instruction	48,067,391	54.08	52,841,566	54.87	56,474,414	54.78
Federal Stimulus	0	0.00	0	0.00	0	0.00
Special Education Instruction	9,243,727	10.40	9,509,071	9.87	10,188,337	9.88
Vocational Instruction	2,887,005	3.25	2,994,311	3.11	3,546,550	3.44
Skill Center Instruction	1,567,275	1.76	1,542,146	1.60	1,718,297	1.67
Compensatory Education	9,089,897	10.23	10,041,856	10.43	10,902,338	10.57
Other Instructional Programs	1,182,785	1.33	1,230,989	1.28	1,318,877	1.28
Community Services	708,688	0.80	729,212	0.76	743,190	0.72
Support Services	16,129,970	18.15	17,416,181	18.08	18,209,480	17.66
Total - Program Groups	88,876,738	100.00	96,305,332	100.00	103,101,483	100.00
EXPENDITURE SUMMARY BY ACTIVITY GROUPS						
Teaching Activities	52,046,045	58.56	56,880,738	59.06	61,979,052	60.11
Teaching Support	12,031,198	13.54	13,089,654	13.59	13,706,857	13.29
Other Supportive Activities	13,072,977	14.71	14,099,822	14.64	14,573,582	14.14
Building Administration	5,622,897	6.33	5,866,050	6.09	6,022,583	5.84
Central Administration	6,103,621	6.87	6,369,068	6.61	6,819,409	6.61
Total - Activity Groups	88,876,738	100.00	96,305,332	100.00	103,101,483	100.00
EXPENDITURE SUMMARY BY OBJECTS						
Certificated Salaries	38,559,123	43.38	41,516,594	43.11	44,453,474	43.12
Classified Salaries	14,866,588	16.73	16,306,925	16.93	16,922,723	16.41

Wenatchee School District No.246

GENERAL FUND FINANCIAL SUMMARY

	(1) Actual 2015-2016	(2) % of Total	(3) Budget 2016-2017	(4) % of Total	(5) Budget 2017-2018	(6) % of Total
Employee Benefits and Payroll Taxes	20,481,993	23.05	21,596,603	22.43	24,805,346	24.06
Supplies, Instructional Resources and Noncapitalized Items	6,329,564	7.12	6,923,338	7.19	7,320,426	7.10
Purchased Services	7,869,762	8.85	9,339,993	9.70	8,935,285	8.67
Travel	461,972	0.52	489,445	0.51	545,349	0.53
Capital Outlay	307,737	0.35	132,434	0.14	118,880	0.12
Total - Objects	88,876,738	100.00	96,305,332	100.00	103,101,483	100.00

Wenatchee School District No.246

FY ENROLLMENT AND STAFF COUNTS

	Average 1/ 2015-2016	Budget 2/ 2016-2017	Budget 3/ 2017-2018
A. FTE ENROLLMENT COUNTS (calculate to two decimal places)			
1. Kindergarten /2	525.44	584.00	530.00
2. Grade 1	573.03	591.00	530.00
3. Grade 2	556.89	595.00	576.00
4. Grade 3	567.10	587.00	555.00
5. Grade 4	541.26	550.00	568.00
6. Grade 5	590.51	593.00	544.00
7. Grade 6	544.20	535.00	590.00
8. Grade 7	567.79	554.00	543.00
9. Grade 8	523.42	530.00	556.00
10. Grade 9	585.28	590.00	530.00
11. Grade 10	614.73	630.00	585.00
12. Grade 11 (excluding Running Start)	498.10	495.00	550.00
13. Grade 12 (excluding Running Start)	440.60	515.00	490.00
14. SUBTOTAL	7,128.35	7,349.00	7,147.00
15. Running Start	205.30	155.00	190.00
16. Dropout Reengagement Enrollment	90.78	135.00	90.00
17. ALE Enrollment	315.28	241.00	314.00
18. TOTAL K-12	7,739.71	7,880.00	7,741.00
B. STAFF COUNTS (calculate to three decimal places)			
1. General Fund FTE Certificated Employees /4	537.520	547.142	570.056
2. General Fund FTE Classified Employees /4	308.949	351.183	350.019

1/ Enrollment are the average counts at school year's end as reported in the P-223 system. These counts do not include Ancillary and Non-Standard (summer) data.

2/ Enrollment and staff counts are entered in the budget for the school year. These counts remain constant and are not subject to change with subsequent updates to the P-233 and S-275 system, respectively.

3/ Enrollment should include special ed., part-time private, home-based, and summer students eligible for BEA funding, as reflected in the F-203.

4/ The staff counts for the prior year are the actual counts reported on Form S-275 and the current fiscal year are budgeted counts reported on Form F-195.

5/ Beginning in 2011-2012 kindergarten is considered full day and basic education. Beginning with 2011-2012, kindergarten enrollment counts should include any additional FTE attributable to the state funded full day kindergarten allocation based on total kindergarten enrollment, as reflected in the F-203.

Wenatchee School District No.246

SUMMARY OF GENERAL FUND BUDGET

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
REVENUES AND OTHER FINANCING SOURCES			
1000 Local Taxes	11,671,085	11,997,080	12,356,742
2000 Local Nontax Support	2,112,484	2,115,515	2,455,012
3000 State, General Purpose	55,154,152	57,550,422	59,953,230
4000 State, Special Purpose	13,034,731	14,478,507	16,126,612
5000 Federal, General Purpose	380,070	385,000	50,000
6000 Federal, Special Purpose	8,310,615	8,545,882	8,830,265
7000 Revenues from Other School Districts	33,219	27,000	37,000
8000 Revenues from Other Entities	116,938	90,000	66,500
9000 Other Financing Sources	0	0	0
A. TOTAL REVENUES AND OTHER FINANCING SOURCES	90,813,294	95,189,406	99,875,361
EXPENDITURES			
00 Regular Instruction	48,067,391	52,841,566	56,474,414
10 Federal Stimulus	0	0	0
20 Special Education Instruction	9,243,727	9,509,071	10,188,337
30 Vocational Education Instruction	2,887,005	2,994,311	3,546,550
40 Skill Center Instruction	1,567,275	1,542,146	1,718,297
50 and 60 Compensatory Education Instruction	9,089,897	10,041,856	10,902,338
70 Other Instructional Programs	1,182,785	1,230,989	1,318,877
80 Community Services	708,688	729,212	743,190
90 Support Services	16,129,970	17,416,181	18,209,480
B. TOTAL EXPENDITURES	88,876,738	96,305,332	103,101,483
C. OTHER FINANCING USES---TRANSFERS OUT (G.L.536) 1/	1,039,458	150,000	0
D. OTHER FINANCING USES (G.L.535) 2/	0	0	0
E. EXCESS OF REVENUES/OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES (A-B-C-D)	897,097	-1,265,926	-3,226,122
BEGINNING FUND BALANCE			
G.L.810 Restricted for Other Items	0	0	0
G.L.815 Restricted for Unequalized Deductible Revenue	0	0	0
G.L.821 Restricted for Carryover of Restricted Revenues	401,363	400,000	400,000
G.L.825 Restricted for Skill Center	0	30,000	0
G.L.828 Restricted for Carryover of Food Service Revenue	0	0	0
G.L.830 Restricted for Debt Service	0	0	0
G.L.835 Restricted for Arbitrage Rebate	0	0	0

Wenatchee School District No.246

SUMMARY OF GENERAL FUND BUDGET

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
G.L.840 Nonspendable Fund Balance-Inventory & Prepaid Items	34,683	35,000	35,000
G.L.845 Restricted for Self-Insurance	0	0	0
G.L.850 Restricted for Uninsured Risks	0	0	0
G.L.870 Committed to Other Purposes	179,956	179,956	0
G.L.872 Committed to Economic Stabilization	0	0	0
G.L.875 Assigned to Contingencies	0	0	0
G.L.884 Assigned to Other Capital Projects	631,000	75,000	0
G.L.888 Assigned to Other Purposes	552,000	152,000	152,000
G.L.890 Unassigned Fund Balance	4,989,165	4,000,000	5,413,000
G.L.891 Unassigned to Minimum Fund Balance Policy		5,052,000	5,000,000
F. TOTAL BEGINNING FUND BALANCE	11,417,371	9,923,956	11,000,000
G. G.L.898 PRIOR YEAR CORRECTIONS OR RESTATEMENTS(+ OR -)	XXXXX	XXXXX	XXXXX
ENDING FUND BALANCE			
G.L.810 Restricted for Other Items	0	0	0
G.L.815 Restricted for Unequalized Deductible Revenue	0	0	0
G.L.821 Restricted for Carryover of Restricted Revenues	335,159	400,000	400,000
G.L.825 Restricted for Skill Center	0	30,000	0
G.L.828 Restricted for Carryover of Food Service Revenue	0	0	0
G.L.830 Restricted for Debt Service	0	0	0
G.L.835 Restricted for Arbitrage Rebate	0	0	0
G.L.840 Nonspendable Fund Balance-Inventory & Prepaid Items	28,123	35,000	35,000
G.L.845 Restricted for Self-Insurance	0	0	0
G.L.850 Restricted for Uninsured Risks	0	0	0
G.L.870 Committed to Other Purposes	0	179,956	0
G.L.872 Committed to Economic Stabilization	0	0	0
G.L.875 Assigned to Contingencies	0	0	0
G.L.884 Assigned to Other Capital Projects	150,000	75,000	0
G.L.888 Assigned to Other Purposes	600,000	152,000	152,000
G.L.890 Unassigned Fund Balance	6,564,174	2,734,074	2,186,878
G.L.891 Unassigned to Minimum Fund Balance Policy	4,457,056	5,052,000	5,000,000
H. TOTAL ENDING FUND BALANCE (E+F, +OR-G) 3/	12,134,512	8,658,030	7,773,878

1/ G.L. 536 is an account that is used to summarize actions for other financing uses--transfers out.

Wenatchee School District No.246

SUMMARY OF GENERAL FUND BUDGET

2/ G.L.535 is an account that is used to summarize actions for other financing uses such as long-term financing and debt extinguishments. Nonvoted debts may be serviced in the Debt Service Fund (DSF) rather than in the fund that received the debt proceeds. In order to provide the resources to retire the debt, a transfer is used by the General Fund, Capital Projects Fund, or Transportation Vehicle Fund to transfer resources to the DSF. Refer to Page DS4 for detail of estimated outstanding nonvoted bond detail information.

3/ Line H must be equal to or greater than all restricted fund balances.

Wenatchee School District No.246

GENERAL FUND BUDGET--REVENUES AND OTHER FINANCING SOURCES

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
LOCAL TAXES			
1100 Local Property Tax	11,662,602	11,989,050	12,348,572
1300 Sale of Tax Title Property	0	0	0
1400 Local in lieu of Taxes	3,954	4,000	4,000
1500 Timber Excise Tax	4,529	4,030	4,170
1600 County-Administered Forests	0	0	0
1900 Other Local Taxes	0	0	0
1000 TOTAL LOCAL TAXES	11,671,085	11,997,080	12,356,742
LOCAL SUPPORT NONTAX			
2100 Tuitions and Fees, Unassigned	123,694	232,107	155,607
2122 Special Ed-Infants and Toddlers-Tuition and Fees	0	0	0
2131 Secondary Vocational Education Tuition	0	0	0
2145 Skill Center Tuitions and Fees	2,075	9,000	9,000
2171 Traffic Safety Education Fees	0	0	0
2173 Summer School Tuition and Fees	0	0	0
2186 Community School Tuition and Fees	0	0	0
2188 Childcare Tuitions and Fees	267,794	250,000	257,000
2200 Sales of Goods, Supplies, and Services, Unassigned	61,832	58,000	54,000
2231 Secondary Voc. Ed., Sales of Goods, Supplies, and Svcs	0	0	0
2245 Skill Center, Sales of Goods, Supplies and Services	23,656	31,000	40,000
2288 Childcare, Sales of Goods, Supplies and Services	0	0	0
2289 Other Community Svcs Sales of Goods, Supplies and Svcs	13,127	1	1
2298 School Food Services, Sales of Goods, Supplies and Svcs	626,417	665,000	725,000
2300 Investment Earnings	43,473	32,000	75,000
2400 Interfund Loan Interest Earnings	0	0	0
2500 Gifts and Donations	214,544	185,002	370,000
2600 Fines and Damages	2,865	2,500	4,999
2700 Rentals and Leases	114,740	120,900	153,900
2800 Insurance Recoveries	170,351	7,500	7,500
2900 Local Support Nontax, Unassigned	342,377	457,505	478,005
2910 E-Rate	105,538	65,000	125,000
2000 TOTAL LOCAL SUPPORT NONTAX	2,112,484	2,115,515	2,455,012
STATE, GENERAL PURPOSE			
3100 Apportionment	49,327,451	51,245,013	53,532,487

Wenatchee School District No.246

GENERAL FUND BUDGET--REVENUES AND OTHER FINANCING SOURCES

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
3121 Special Education--General Apportionment	1,298,774	1,275,622	1,315,752
3300 Local Effort Assistance	4,527,927	4,869,338	4,864,115
3600 State Forests	0	0	0
3900 Other State General Purpose, Unassigned	0	160,449	240,876
3000 TOTAL STATE, GENERAL PURPOSE	55,154,152	57,550,422	59,953,230
STATE, SPECIAL PURPOSE			
4100 Special Purpose, Unassigned	0	200,000	230,000
4121 Special Education	5,200,009	5,428,434	5,802,096
4122 Special Ed-Infants and Toddlers-State	379,814	396,029	345,584
4126 State Institutions, Special Education	0	0	0
4155 Learning Assistance	2,340,504	2,383,129	3,006,271
4156 State Institutions, Centers, and Homes, Delinquent	107,675	108,790	130,000
4158 Special and Pilot Programs	1,222,589	1,945,319	1,971,646
4159 Institutions-Juveniles in Adult Jails	0	0	0
4165 Transitional Bilingual	1,936,872	1,958,620	2,285,316
4174 Highly Capable	80,332	81,206	178,899
4188 Childcare	0	0	0
4198 School Food Services	54,455	57,480	54,300
4199 Transportation--Operations	1,692,064	1,800,000	2,000,000
4300 Other State Agencies, Unassigned	0	100,000	100,000
4321 Special Education--Other State Agencies	0	0	0
4322 Special Education-Infants and Toddlers-State	0	0	0
4326 State Institutions--Special Education--Other State Agcs	0	0	0
4356 State Insts, Ctrs, Homes, Delinquent--Other St. Agcs	0	0	0
4358 Speical and Pilot Programs--Other State Agencies	0	0	0
4365 Transitional Bilingual--Other State Agencies	0	0	0
4388 Childcare--Other State Agencies	20,418	19,500	22,500
4398 School Food Services--Other State Agencies	0	0	0
4399 Transportation--Operations--Other State Agencies	0	0	0
4000 TOTAL STATE, SPECIAL PURPOSE	13,034,731	14,478,507	16,126,612
FEDERAL, GENERAL PURPOSE			
5200 General Purpose Direct Federal Grants, Unassigned	0	0	0
5300 Impact Aid, Maintenance and Operation	0	0	0
5329 Impact Aid, Special Education Funding	0	0	0

Wenatchee School District No.246

GENERAL FUND BUDGET--REVENUES AND OTHER FINANCING SOURCES

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
5400 Federal in lieu of Taxes	0	0	0
5500 Federal Forests	380,070	385,000	50,000
5600 Qualified Bond Interest Credit - Federal	0	0	0
5000 TOTAL FEDERAL, GENERAL PURPOSE	380,070	385,000	50,000
FEDERAL, SPECIAL PURPOSE			
6100 Special Purpose, OSPI, Unassigned	60,038	66,400	216,400
6121 Special Education--Medicaid Reimbursement	0	0	0
6122 Special Ed-Infants and Toddlers-Medicaid Reimbursements	0	0	0
6124 Special Education--Supplemental	1,467,377	1,521,414	1,508,777
6125 Special Education-Infants and Toddlers-Federal	0	0	0
6138 Secondary Vocational Education	69,656	39,245	39,091
6146 Skill Center	21,281	20,781	17,181
6151 Disadvantaged ESEA Disadvantaged, Fed	1,757,572	1,644,761	1,715,638
6152 School Improve, Fed Other Title Grants under ESEA, Fed	1,024,946	1,131,214	1,170,510
6153 Migrant ESEA Migrant, Federal	895,876	981,215	950,304
6154 Reading First, Federal	0	0	0
6157 Institutions, Neglected and Delinquent	0	0	0
6161 Head Start	0	0	0
6162 Math & Science--Professional Development	0	0	0
6164 Limited English Proficiency (formerly Bilingual)	265,019	295,852	252,864
6167 Indian Education JOM	0	0	0
6168 Indian Education, ED	0	0	0
6176 Targeted Assistance	0	0	0
6178 Youth Training Programs	0	0	0
6188 Childcare	133,372	110,000	120,000
6189 Other Community Services	9,863	40,000	40,000
6198 School Food Services	2,170,095	2,285,000	2,295,000
6199 Transportation--Operations	0	0	0
6200 Direct Special Purpose Grants	0	0	0
6221 Special Education--Medicaid Reimbursement	0	0	0
6222 Special Ed-Infants and Toddlers-Medicaid Reimbursements	0	0	0
6224 Special Education--Supplemental	0	0	0
6225 Special Education-Infants and Toddlers-Federal	0	0	0
6238 Secondary Vocational Education	0	0	0

Wenatchee School District No.246

GENERAL FUND BUDGET--REVENUES AND OTHER FINANCING SOURCES

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
6246 Skill Center	0	0	0
6251 Disadvantaged ESEA Disadvantaged, Fed	0	0	0
6252 School Improve, Fed Other Title Grants under ESEA, Fed	0	0	0
6253 ESEA Migrant, Federal	0	0	0
6254 Reading First, Federal	0	0	0
6257 Institutions, Neglected and Delinquent	0	0	0
6261 Head Start	0	0	0
6262 Math & Science--Professional Development	0	0	0
6264 Limited English Proficiency (formerly Bilingual)	0	0	0
6267 Indian Education JOM	0	0	0
6268 Indian Education, ED	0	0	0
6276 Targeted Assistance	0	0	0
6278 Youth Training, Direct Grants	0	0	0
6288 Childcare	0	0	0
6289 Other Community Services	0	0	0
6298 School Food Services	0	0	0
6299 Transportation--Operations	0	0	0
6300 Federal Grants Through Other Agencies, Unassigned	0	0	0
6310 Medicaid Administrative Match	124,318	60,000	154,500
6318 Federal Stimulus--Competitive Grants	0	0	0
6321 Special Education--Medicaid Reimbursement	108,339	100,000	100,000
6322 Special Ed-Infants and Toddlers-Medicaid Reimbursements	0	0	0
6324 Special Education--Supplemental	0	0	0
6325 Special Education-Infants and Toddlers-Federal	0	0	0
6338 Secondary Vocational Education	0	0	0
6346 Skill Center	0	0	0
6351 Disadvantaged ESEA Disadvantaged, Fed	0	0	0
6352 School Improve, Fed Other Title Grants under ESEA, Fed	0	0	0
6353 Migrant ESEA Migrant, Federal	0	0	0
6354 Reading First, Federal	0	0	0
6357 Institutions, Neglected and Delinquent	0	0	0
6361 Head Start	0	0	0
6362 Math & Science--Professional Development	0	0	0
6364 Limited English Proficiency (formerly Bilingual)	0	0	0

Wenatchee School District No.246

GENERAL FUND BUDGET--REVENUES AND OTHER FINANCING SOURCES

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
6367 Indian Education JOM	0	0	0
6368 Indian Education, ED	0	0	0
6376 Targeted Assistance	0	0	0
6378 Youth Training Programs	0	0	0
6388 Childcare	0	0	0
6389 Other Community Services	0	0	0
6398 School Food Services	0	0	0
6399 Transportation--Operations	0	0	0
6998 USDA Commodities	202,865	250,000	250,000
6000 TOTAL FEDERAL, SPECIAL PURPOSE	8,310,615	8,545,882	8,830,265
REVENUES FROM OTHER SCHOOL DISTRICTS			
7100 Program Participation, Unassigned	0	0	0
7121 Special Education	0	2,000	7,000
7122 Special Education-Infants and Toddlers	0	0	0
7131 Vocational Education	0	0	0
7145 Skill Center	0	0	0
7189 Other Community Services	0	0	0
7197 Support Services	0	0	0
7198 School Food Services	0	0	0
7199 Transportation	33,219	25,000	30,000
7301 Nonhigh Participation	0	0	0
7000 TOTAL REVENUES FROM OTHER SCHOOL DISTRICTS	33,219	27,000	37,000
REVENUES FROM OTHER ENTITIES			
8100 Governmental Entities	10,000	0	0
8188 Childcare	45,000	45,000	45,000
8189 Community Services	0	0	0
8198 School Food Services	0	0	0
8199 Transportation	24,864	15,000	15,000
8200 Private Foundations	17,075	15,000	0
8500 Nonfederal, ESD	20,000	15,000	6,500
8521 Educational Service Districts-Special Education	0	0	0
8522 Ed Service Districts-Special Ed-Infants and Toddlers	0	0	0
8000 TOTAL REVENUES FROM OTHER ENTITIES	116,938	90,000	66,500
OTHER FINANCING SOURCES			

Wenatchee School District No.246

GENERAL FUND BUDGET--REVENUES AND OTHER FINANCING SOURCES

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
9100 Sale of Bonds	0	0	0
9300 Sale of Equipment	0	0	0
9400 Compensated Loss of Fixed Assets	0	0	0
9500 Long-Term Financing	0	0	0
9900 Transfers	0	0	0
9000 TOTAL OTHER FINANCING SOURCES	0	0	0
TOTAL REVENUES AND OTHER FINANCING SOURCES	90,813,294	95,189,406	99,875,361

Wenatchee School District No.246

EXPENDITURE BY PROGRAM

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
REGULAR INSTRUCTION			
01 Basic Education	46,322,310	50,626,057	54,606,720
02 Alternative Learning Experience	1,153,495	1,313,397	1,276,354
03 Basic Education - Dropout Reengagement	591,586	902,112	591,340
00 TOTAL REGULAR INSTRUCTION	48,067,391	52,841,566	56,474,414
FEDERAL STIMULUS			
18 Federal Stimulus - Competitive Grants	0	0	0
10 TOTAL FEDERAL STIMULUS	0	0	0
SPECIAL EDUCATION INSTRUCTION			
21 Special Education, Supplemental, State	7,493,923	7,699,060	8,436,662
22 Special Education, Infants and Toddlers, State	335,070	343,180	298,608
24 Special Education, Supplemental, Federal	1,414,734	1,466,831	1,453,067
25 Special Education, Infants and Toddlers, Federal	0	0	0
26 Special Education, Institutions, State	0	0	0
29 Special Education, Other, Federal	0	0	0
20 TOTAL SPECIAL EDUCATION INSTRUCTION	9,243,727	9,509,071	10,188,337
VOCATIONAL EDUCATION INSTRUCTION			
31 Vocational, Basic, State	2,604,107	2,742,521	3,248,290
34 Middle School Career and Technical Education, State	215,746	213,964	260,553
38 Vocational, Federal	67,152	37,826	37,707
39 Vocational, Other Categorical	0	0	0
30 TOTAL VOCATIONAL EDUCATION INSTRUCTION	2,887,005	2,994,311	3,546,550
SKILL CENTER INSTRUCTION			
45 Skill Center, Basic, State	1,546,759	1,522,116	1,701,724
46 Skill Center, Federal	20,516	20,030	16,573
40 TOTAL SKILL CENTER INSTRUCTION	1,567,275	1,542,146	1,718,297
COMPENSATORY EDUCATION INSTUCTION			
51 Disadvantaged (formerly Remediation) ESEA Disadvantaged, Federal	1,694,372	1,572,402	1,648,442
52 Other Title Grants Under ESEA - Federal	988,090	XXXXX	XXXXX
52 School Improvement, Federal Other Title Grants under ESEA, Federal	XXXXX	1,091,414	1,134,383
53 Migrant ESEA Migrant, Federal	863,661	945,749	916,663
54 Reading First, Federal	0	0	0
55 Learning Assistance Program (LAP), State	2,326,969	2,296,994	2,899,848
56 State Institutions, Centers and Homes, Delinquent	110,728	108,791	122,538

Wenatchee School District No.246

EXPENDITURE BY PROGRAM

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
57 State Institutions, Neglected and Delinquent, Federal	0	0	0
58 Special and Pilot Programs, State	1,184,310	1,934,208	1,938,392
59 Institutions - Juveniles in Adult Jails	0	0	0
61 Head Start, Federal	0	0	0
62 Math and Science, Professional Development, Federal	0	0	0
64 Limited English Proficiency, Federal	259,822	290,052	247,905
65 Transitional Bilingual, State	1,658,281	1,697,246	1,994,167
67 Indian Education, Federal, JOM	0	0	0
68 Indian Education, Federal, ED	0	0	0
69 Compensatory, Other	3,663	105,000	0
50 and 60 TOTAL COMPENSATORY EDUCATION INSTRUCTION	9,089,897	10,041,856	10,902,338
OTHER INSTRUCTIONAL PROGRAMS			
71 Traffic Safety	0	0	0
73 Summer School	0	0	0
74 Highly Capable	459,443	491,973	422,574
75 Professional Development, State	0	0	0
76 Targeted Assistance, Federal	0	0	0
78 Youth Training Programs, Federal	0	0	0
79 Instructional Programs, Other	723,342	739,016	896,303
70 TOTAL OTHER INSTRUCTIONAL PROGRAMS	1,182,785	1,230,989	1,318,877
COMMUNITY SERVICES			
81 Public Radio/Television	0	0	0
86 Community Schools	0	0	0
88 Child Care	447,418	XXXXX	XXXXX
88 Childcare	XXXXX	424,501	434,499
89 Other Community Services	261,271	304,711	308,691
80 TOTAL COMMUNITY SERVICES	708,688	729,212	743,190
SUPPORT SERVICES			
97 District-wide Support	11,333,703	12,285,241	12,636,578
98 School Food Services	2,982,101	3,207,264	3,272,881
99 Pupil Transportation	1,814,165	1,923,676	2,300,021
90 TOTAL SUPPORT SERVICES	16,129,970	17,416,181	18,209,480
TOTAL PROGRAM EXPENDITURES	88,876,738	96,305,332	103,101,483

Wenatchee School District No.246

PROGRAM SUMMARY BY OBJECT OF EXPENDITURE

Program	Total Object	(0) Debit Transfer	(1) Credit Transfer	(2) Cert. Salaries	(3) Class. Salaries	(4) Employee Benefits	(5) Supplies / Materials	(7) Purchased Services	(8) Travel	(9) Capital Outlay
01 Basic Education	54,606,720	100,534		31,122,129	4,710,358	13,749,233	2,454,554	2,235,484	233,076	1,352
02 ALE	1,276,354	0		657,618	180,778	325,966	64,387	29,576	501	17,528
03 Basic Education - Dropout Reengagement	591,340	0		0	21,905	14,157	0	555,278	0	0
TOTAL REGULAR INSTRUCTION	56,474,414	100,534		31,779,747	4,913,041	14,089,356	2,518,941	2,820,338	233,577	18,880
18 Federal Stimulus - Competitive Grants	0	0	0	0	0	0	0	0	0	0
TOTAL FEDERAL STIMULUS	0	0	0	0	0	0	0	0	0	0
21 Sp Ed, Sup, St	8,436,662	2,200		4,046,528	1,659,102	2,499,346	74,300	147,525	7,661	0
22 Sp Ed, I&T, St	298,608	0		44,443	6,806	19,985	374	227,000	0	0
24 Sp Ed, Sup, Fed	1,453,067	954		451,447	515,134	481,463	0	4,069	0	0
25 Sp Ed, I&T, Fed	0	0		0	0	0	0	0	0	0
26 Sp Ed, Inst, St	0	0		0	0	0	0	0	0	0
29 Sp Ed, Oth, Fed	0	0		0	0	0	0	0	0	0
TOTAL SPECIAL EDUCATION INSTRUCTION	10,188,337	3,154		4,542,418	2,181,042	3,000,794	74,674	378,594	7,661	0
31 Voc, Basic, St	3,248,290	13,540		1,590,895	93,930	641,099	623,444	251,482	33,900	0
34 MidSchCar/Tec	260,553	0		150,149	0	56,126	53,225	753	300	0
38 Voc, Fed	37,707	0		3,425	9,209	8,184	16,889	0	0	0
39 Voc, Other	0	0		0	0	0	0	0	0	0

Wenatchee School District No.246

PROGRAM SUMMARY BY OBJECT OF EXPENDITURE

Program	Total Object	(0) Debit Transfer	(1) Credit Transfer	(2) Cert. Salaries	(3) Class. Salaries	(4) Employee Benefits	(5) Supplies / Materials	(7) Purchased Services	(8) Travel	(9) Capital Outlay
TOTAL VOCATIONAL EDUCATION INSTRUCTION	3,546,550	13,540		1,744,469	103,139	705,409	693,558	252,235	34,200	0
45 Skil Cnt, Bas, St	1,701,724	5,251	0	787,870	132,044	373,345	197,877	164,816	20,521	20,000
46 Skill Cntr, Fed	16,573	0	0	0	0	0	13,481	3,092	0	0
TOTAL SKILL CENTER INSTRUCTION	1,718,297	5,251	0	787,870	132,044	373,345	211,358	167,908	20,521	20,000
51 ESEA Disadvantaged, Federal	1,648,442	2,500		826,385	143,301	384,153	139,313	121,403	31,387	0
52 Other Title Grants under ESEA, Federal	1,134,383	52,000	0	152,872	406,939	224,895	132,178	159,996	5,503	0
53 ESEA Migrant, Federal	916,663	22,200		284,753	259,949	253,317	51,944	24,100	20,400	0
54 Read First, Fed	0	0		0	0	0	0	0	0	0
55 LAP	2,899,848	1,300		1,251,138	297,818	657,927	272,065	369,100	50,500	0
56 St In, Ctr/Hm, D	122,538	0		51,996	29,074	39,087	331	1,800	250	0
57 St In, N/D, Fed	0	0		0	0	0	0	0	0	0
58 Sp/Plt Pgm, St	1,938,392	500		939,644	57,677	235,155	45,065	635,364	24,987	0
59 I-JAJ	0	0		0	0	0	0	0	0	0
61 Head Start, Fed	0	0		0	0	0	0	0	0	0
62 MS, Pro Dv, Fed	0	0		0	0	0	0	0	0	0
64 LEP, Fed	247,905	0		166,743	1,000	59,608	4,501	9,500	6,553	0
65 Tran Biling, St	1,994,167	8,000		843,909	286,342	484,292	262,074	80,250	29,300	0
67 Ind Ed, Fd, JOM	0	0		0	0	0	0	0	0	0
68 Ind Ed, Fd,	0	0		0	0	0	0	0	0	0

Wenatchee School District No.246

PROGRAM SUMMARY BY OBJECT OF EXPENDITURE

Program	Total Object	(0) Debit Transfer	(1) Credit Transfer	(2) Cert. Salaries	(3) Class. Salaries	(4) Employee Benefits	(5) Supplies / Materials	(7) Purchased Services	(8) Travel	(9) Capital Outlay
69 Comp, Othr	0	0		0	0	0	0	0	0	0
TOTAL COMPENSATORY EDUCATION INSTRUCTION	10,902,338	86,500	0	4,517,440	1,482,100	2,338,434	907,471	1,401,513	168,880	0
71 Traffic Safety	0	0		0	0	0	0	0	0	0
73 Summer School	0	0		0	0	0	0	0	0	0
74 Highly Capable	422,574	500		278,930	3,000	96,293	34,000	6,851	3,000	0
75 Prof Dev, State	0	0		0	0	0	0	0	0	0
76 Target Asst, Fed	0	0		0	0	0	0	0	0	0
78 Yth Trg Pm, Fed	0	0		0	0	0	0	0	0	0
79 Inst Pgm, Othr	896,303	6,600		264,886	38,500	102,408	164,715	293,784	25,410	0
TOTAL OTHER INSTRUCTIONAL PROGRAMS	1,318,877	7,100		543,816	41,500	198,701	198,715	300,635	28,410	0
81 Public Radio/TV	0	0		0	0	0	0	0	0	0
86 Comm Schools	0	0		0	0	0	0	0	0	0
88 Childcare	434,499	111,600		0	189,270	127,048	4,205	2,376	0	0
89 Othr Comm Srv	308,691	43,540	0	2,000	118,096	54,410	10,547	72,598	7,500	0
TOTAL COMMUNITY SERVICES	743,190	155,140	0	2,000	307,366	181,458	14,752	74,974	7,500	0
97 Distwide Suppt	12,636,578	72,000	-100,189	535,714	5,323,749	2,531,734	890,557	3,261,013	42,000	80,000
98 Schl Food Serv	3,272,881	7,100	-191,689	0	1,085,134	680,211	1,502,600	187,725	1,800	0
99 Pupil Transp	2,300,021	900	-159,341	0	1,353,608	705,904	307,800	90,350	800	0
TOTAL SUPPORT SERVICES	18,209,480	80,000	-451,219	535,714	7,762,491	3,917,849	2,700,957	3,539,088	44,600	80,000

Wenatchee School District No.246

PROGRAM SUMMARY BY OBJECT OF EXPENDITURE

Program	Total Object	(0) Debit Transfer	(1) Credit Transfer	(2) Cert. Salaries	(3) Class. Salaries	(4) Employee Benefits	(5) Supplies / Materials	(7) Purchased Services	(8) Travel	(9) Capital Outlay
OBJECT TOTALS	103,101,483	451,219	-451,219	44,453,474	16,922,723	24,805,346	7,320,426	8,935,285	545,349	118,880

Wenatchee School District No.246

SUMMARY OF GENERAL FUND EXPENDITURES BY OBJECT OF EXPENDITURE

Object of Expenditure	(1) Actual 2015-2016	(2) % of Total	(3) Budget 2016-2017	(4) % of Total	(5) Budget 2017-2018	(6) % of Total
(0) Debit Transfers	460,624	XXXXX	468,559	XXXXX	451,219	XXXXX
(1) Credit Transfers	-460,624	XXXXX	-468,559	XXXXX	-451,219	XXXXX
(2) Certificated Salaries	38,559,123	43.38	41,516,594	43.11	44,453,474	43.12
(3) Classified Salaries	14,866,588	16.73	16,306,925	16.93	16,922,723	16.41
(4) Employee Benefits and Payroll Taxes	20,481,993	23.05	21,596,603	22.43	24,805,346	24.06
(5) Supplies and Materials	6,329,564	7.12	6,923,338	7.19	7,320,426	7.10
(7) Purchased Services	7,869,762	8.85	9,339,993	9.70	8,935,285	8.67
(8) Travel	461,972	0.52	489,445	0.51	545,349	0.53
(9) Capital Outlay	307,737	0.35	132,434	0.14	118,880	0.12
TOTAL EXPENDITURES	88,876,738	100.00	96,305,332	100.00	103,101,483	100.00

Wenatchee School District No.246

SUMMARY OF GENERAL FUND EXPENDITURES BY ACTIVITY

	(1) Actual 2015-2016	(2) % of Total	(3) Budget 2016-2017	(4) % of Total	(5) Budget 2017-2018	(6) % of Total
TEACHING ACTIVITIES						
27 Teaching	50,088,818	56.36	54,608,833	56.70	59,618,030	57.82
28 Extracur	1,957,226	2.20	2,271,905	2.36	2,361,022	2.29
29 Pmt to SD	0	0.00	0	0.00	0	0.00
TOTAL TEACHING ACTIVITIES	52,046,045	58.56	56,880,738	59.06	61,979,052	60.11
TEACHING SUPPORT						
22 Lrn Resrc	1,160,911	1.31	1,226,329	1.27	1,391,022	1.35
24 Guid/Coun	3,067,063	3.45	3,701,653	3.84	3,483,754	3.38
25 Pupil M/S	335,692	0.38	336,224	0.35	464,000	0.45
26 Health	2,406,229	2.71	2,529,552	2.63	2,970,597	2.88
31 InstProDev	2,217,915	2.50	2,356,060	2.45	2,664,142	2.58
32 Inst Tech	1,214,646	1.37	1,289,103	1.34	1,275,794	1.24
33 Curriculum	335,070	0.38	1,650,733	1.71	1,457,548	1.41
TOTAL TEACHING SUPPORT	12,031,198	13.54	13,089,654	13.59	13,706,857	13.29
OTHER SUPPORT ACTIVITIES						
42 Food	1,412,031	1.59	1,591,000	1.65	1,562,000	1.52
44 Operation	1,554,482	1.75	1,576,542	1.64	1,669,212	1.62
49 Transfers	-205,124	-0.23	-191,841	-0.20	-191,689	-0.19
52 Operation	1,096,575	1.23	1,333,335	1.38	1,535,563	1.49
53 Maintnce	393,920	0.44	351,611	0.37	360,321	0.35
56 Insurance	45,502	0.05	50,000	0.05	50,000	0.05
59 Transfers	-145,410	-0.16	-177,487	-0.18	-159,341	-0.15
62 Grnd Mnt	536,149	0.60	600,436	0.62	657,102	0.64
63 Oper Bldg	2,498,045	2.81	2,742,509	2.85	3,000,264	2.91
64 Maintnce	1,653,896	1.86	1,771,983	1.84	1,478,861	1.43
65 Utilities	1,294,081	1.46	1,412,450	1.47	1,537,450	1.49
67 Bldg Secu	394,590	0.44	311,144	0.32	324,491	0.31
68 Insurance	511,153	0.58	521,642	0.54	549,642	0.53
72 Info Sys	1,142,112	1.29	1,244,993	1.29	1,209,894	1.17
73 Printing	0	0.00	0	0.00	0	0.00
74 Warehouse	108,326	0.12	164,600	0.17	178,741	0.17
75 Mtr Pool	88,849	0.10	83,265	0.09	83,069	0.08
83 Interest	0	0.00	0	0.00	0	0.00
84 Principal	0	0.00	0	0.00	0	0.00

Wenatchee School District No.246

SUMMARY OF GENERAL FUND EXPENDITURES BY ACTIVITY

	(1) Actual 2015-2016	(2) % of Total	(3) Budget 2016-2017	(4) % of Total	(5) Budget 2017-2018	(6) % of Total
85 Debt Expn	0	0.00	0	0.00	0	0.00
91 Publ Actv	693,801	0.78	713,640	0.74	728,002	0.71
TOTAL OTHER SUPPORT ACTIVITIES	13,072,977	14.71	14,099,822	14.64	14,573,582	14.14
UNIT ADMINISTRATION						
23 Princ Off	5,622,897	6.33	5,866,050	6.09	6,022,583	5.84
TOTAL UNIT ADMINISTRATION	5,622,897	6.33	5,866,050	6.09	6,022,583	5.84
CENTRAL ADMINISTRATION						
11 Bd of Dir	322,086	0.36	378,681	0.39	392,679	0.38
12 Supt Off	801,088	0.90	873,754	0.91	880,569	0.85
13 Busns Off	977,316	1.10	1,011,353	1.05	1,063,481	1.03
14 HR	701,192	0.79	706,540	0.73	791,932	0.77
15 Pblc Rltn	151,917	0.17	142,711	0.15	165,763	0.16
21 Supv Inst	2,313,318	2.60	2,309,303	2.40	2,490,978	2.42
41 Supervisn	220,712	0.25	231,563	0.24	233,358	0.23
51 Supervisn	313,999	0.35	259,017	0.27	298,863	0.29
61 Supv Bldg	301,994	0.34	456,146	0.47	501,786	0.49
TOTAL CENTRAL ADMINISTRATION	6,103,621	6.87	6,369,068	6.61	6,819,409	6.61
TOTAL EXPENDITURES	88,876,738	100.00	96,305,332	100.00	103,101,483	100.00

Wenatchee School District No.246

REVENUE WORK SHEET--GENERAL FUND--LOCAL EXCESS LEVIES AND TIMBER EXCISE TAX

Local property tax collections (Account 1100) should include revenue anticipated to be received in cash during the fiscal year. Estimation for the Timber Excise Tax collection (Revenue Account 1500) is necessary to estimate the Net Excess Levy Collection. The Net Excess Levy equals the Excess Levy Amount minus the sum of the Timber Levy.

PART I: LOCAL PROPERTY TAX COLLECTIONS

	(1) Excess Levy Amount	(2) Est. Timber Levy	(3) Net Levy Amount (Col.1 - Col.2)	(4) Collection % 1/	(5) Amount Budgeted (Col.3 x Col.4)
Fall 2017	12,163,000	4,170	12,158,830	48.00	5,836,238
Spring 2018	12,527,890	4,170	12,523,720	52.00	6,512,334
1100 TOTAL LOCAL TAXES:					12,348,572

PART II: TIMBER EXCISE TAX

	(1) Timber Assessed Valuation /3	(2) \$ Per Thousand /2	(3) Est Timber Levy (Col.1 x Col.2)	(4) Collection %	(5) Amount Budgeted (Col.3 x Col.4)
Fall 2017	1,419,394	2.938	4,170	0.00	XXXXX
Spring 2018	1,419,394	2.938	4,170	100.00	4,170
1500 TIMBER EXCISE TAXES:					4,170

- 1/ The fall and spring collection percentages should be based on the most recent three-year history of tax collection percentages.
- 2/ Dollars per thousand is same as dollars per thousand used for excess levy (use a three-decimal rate).
- 3/ Use 50% timber assessed valuation or 80% Assessed Valuation of Timber Roll.

Wenatchee School District No.246

GENERAL FUND - LONG-TERM FINANCING - CONDITIONAL SALES CONTRACTS AND NOTES 1/

A.	(1) Assets Purchased by CONDITIONAL SALES CONTRACTS (RCW 28A.335.170) in prior years	(2) Length of Contract (months)	(3) Outstanding Balance at Sept 1,2017	(4) Principal Payments in FY 2017-2018	(5) Interest Payments in FY 2017-2018	(6) Outstanding Balance at Aug 31, 2018 (Col.3-Col.4)
			0	0	0	0
A.	TOTAL			0	0	0
B.	Assets to be purchased by CONDITIONAL SALES CONTRACTS AND NOTES in new FY	Length of Contract (months)	Amount of Contract Purchase less Down Pmts 2/	Prin. Pmts. in FY 2017-2018	Interest Payments in FY 2017-2018	Long-Term Financing Rev. Acct 9500 (Col.3)
			0	0	0	0
B.	TOTAL			0	0	0 4/
C.	TOTAL for Both Sections (A+B)			0	3/	0 3/ 0

1/ Please refer to the Accounting Manual for School Districts, Chapter 3, page 24 for further information.

2/ Budget expenditure(s) in appropriate program matrix pages.

3/ Budget as part of Program 97, Districtwide Support, Activity 83, Other Interest, or Activity 84, Debt Principal, as appropriate.

4/ Budget as Other Financing Source in Revenue Account 9500 on page GF4.

Wenatchee School District No. 246

SUMMARY OF FTE CERTIFICATED AND CLASSIFIED STAFF COUNTS BY ACTIVITY

ACTIVITY	(1) No. of FTE Certificated Staff	(2) % to Total	(3) No. of FTE Classified Staff	(4) % to Total
TEACHING ACTIVITIES				
27 Teaching	460.805	80.84	111.449	31.84
28 Extracurricular	1.550	0.27	3.107	0.89
TOTAL TEACHING ACTIVITIES	462.355	81.11	114.556	32.73
TEACHING SUPPORT				
22 Learning Resources	10.500	1.84	3.462	0.99
24 Guidance and Counseling	20.100	3.53	16.399	4.69
25 Pupil Management and Safety	0.000	0.00	6.059	1.73
26 Health/Related Services	29.400	5.16	0.918	0.26
31 InstProDev	9.750	1.71	0.032	0.01
32 Inst Tech	XXXXX	XXXXX	10.462	2.99
33 Curriculum	1.000	0.18	0.415	0.12
TOTAL TEACHING SUPPORT	70.750	12.41	37.747	10.78
OTHER SUPPORT ACTIVITIES				
44 Food Services Operations	XXXXX	XXXXX	26.593	7.60
52 Operations	XXXXX	XXXXX	17.392	4.97
53 Maintenance	XXXXX	XXXXX	2.000	0.57
62 Grounds--Maintenance	XXXXX	XXXXX	6.496	1.86
63 Operation of Buildings	XXXXX	XXXXX	43.189	12.34
64 Maintenance	XXXXX	XXXXX	10.500	3.00
67 Building Security	XXXXX	XXXXX	1.831	0.52
72 Information Systems	0.000	0.00	8.670	2.48
74 Warehousing and Distribution	0.000	0.00	2.580	0.74
75 Motor Pool	0.000	0.00	0.500	0.14
91 Public Activities	XXXXX	XXXXX	7.142	2.04
TOTAL OTHER SUPPORT ACTIVITIES	0.000	0.00	126.893	36.25
UNIT ADMINISTRATION				
23 Principal's Office	25.000	4.39	28.501	8.14
TOTAL UNIT ADMINISTRATION	25.000	4.39	28.501	8.14
CENTRAL ADMINISTRATION				
12 Superintendent's Office	2.000	0.35	2.500	0.71
13 Business Office	0.000	0.00	9.000	2.57

Wenatchee School District No. 246

SUMMARY OF FTE CERTIFICATED AND CLASSIFIED STAFF COUNTS BY ACTIVITY

ACTIVITY	(1) No. of FTE Certificated Staff	(2) % to Total	(3) No. of FTE Classified Staff	(4) % to Total
14 Human Resources	0.000	0.00	6.000	1.71
15 Public Relations	1.000	0.18	0.000	0.00
21 Supervision - Instruction	8.951	1.57	13.148	3.76
41 Supervision - Nutrition Services	0.000	0.00	2.461	0.70
51 Supervision - Transportation	0.000	0.00	3.662	1.05
61 Supervision - Building	0.000	0.00	5.551	1.59
TOTAL CENTRAL ADMINISTRATION	11.951	2.10	42.322	12.09
TOTAL FTE STAFF	570.056	100.00	350.019	100.00

NOTE: Activities 29, 42, 43, 49, 56, 59, 68, 83, 84, and 85 are not included because there should not be personnel charged to these activities.

Wenatchee School District No.246

SUMMARY OF ASSOCIATED STUDENT BODY FUND BUDGET

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
REVENUES			
100 General Student Body	141,038	164,089	174,170
200 Athletics	281,712	228,850	289,857
300 Classes	31,219	27,500	12,000
400 Clubs	507,786	582,493	515,861
600 Private Moneys	53,878	47,600	53,100
A. TOTAL REVENUES	1,015,632	1,050,532	1,044,988
EXPENDITURES			
100 General Student Body	70,958	144,525	149,989
200 Athletics	256,924	279,722	278,831
300 Classes	35,552	20,100	7,500
400 Clubs	547,648	659,119	638,367
600 Private Moneys	34,972	58,100	51,050
B. TOTAL EXPENDITURES	946,053	1,161,566	1,125,737
C. EXCESS OF REVENUES OVER (UNDER) EXPENDITURES (A-B)	69,579	-111,034	-80,749
BEGINNING FUND BALANCE			
G.L.810 Restricted for Other Items	0	0	0
G.L.819 Restricted for Fund Purposes	451,130	550,000	600,000
G.L.840 Nonspendable Fund Balance-Inventory & Prepaid Items	0	0	0
G.L.850 Restricted for Uninsured Risks	0	0	0
G.L.870 Committed to Other Purposes	0	0	0
G.L.889 Assigned to Fund Purposes	XXXXX	0	0
G.L.890 Unassigned Fund Balance	0	0	0
D. TOTAL BEGINNING FUND BALANCE	451,130	550,000	600,000
E. G.L. 898 PRIOR YEAR CORRECTIONS OR RESTATEMENTS (+or-)		XXXXX	XXXXX
ENDING FUND BALANCE			
G.L.810 Restricted for Other Items	0	0	0
G.L.819 Restricted for Fund Purposes	520,709	438,966	519,251
G.L.840 Nonspendable Fund Balance-Inventory & Prepaid Items	0	0	0
G.L.850 Restricted for Uninsured Risks	0	0	0
G.L.870 Committed to Other Purposes	0	0	0
G.L.889 Assigned to Fund Purposes	XXXXX	0	0
G.L.890 Unassigned Fund Balance	0	0	0
F. TOTAL ENDING FUND BALANCE (C+D) 1/	520,709	438,966	519,251

Wenatchee School District No.246

SUMMARY OF ASSOCIATED STUDENT BODY FUND BUDGET

1/ Amount on Line F should be equal to or greater than all restricted fund balances.

Wenatchee School District No.246
SUMMARY OF DEBT SERVICE FUND BUDGET

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
REVENUES AND OTHER FINANCING SOURCES			
1000 Local Taxes	5,385,527	5,402,000	5,402,000
2000 Local Nontax Support	6,704	5,000	10,000
3000 State, General Purpose	0	0	0
5000 Federal, General Purpose	0	0	0
9000 Other Financing Sources	0	0	0
A. TOTAL REVENUES AND OTHER FINANCING SOURCES	5,392,231	5,407,000	5,412,000
EXPENDITURES			
Matured Bond Expenditures	1,880,000	2,000,000	2,135,000
Interest on Bonds	3,490,888	3,415,713	3,334,563
Interfund Loan Interest	0	0	0
Bond Transfer Fees	600	50,000	50,000
Arbitrage Rebate	0	0	0
UnderWriter's Fees	0	0	0
B. TOTAL EXPENDITURES	5,371,488	5,465,713	5,519,563
C. OTHER FINANCING USES--TRANSFERS OUT (G.L.536)	0	0	0
D. OTHER FINANCING USES (G.L.535)	0	0	0
E. EXCESS OF REVENUES/OTHER FINANCING SOURCES OVER / (UNDER)	20,744	-58,713	-107,563
EXPENDITURES AND OTHER FINANCING USES (A-B-C-D)			
BEGINNING FUND BALANCE			
G.L.810 Restricted for Other Items	0	0	0
G.L.830 Restricted for Debt Service	2,467,101	2,400,000	2,450,000
G.L.835 Restricted for Arbitrage Rebate	0	0	0
G.L.870 Committed to Other Purposes	0	0	0
G.L.889 Assigned to Fund Purposes	0	0	0
G.L.890 Unassigned Fund Balance	XXXXX	0	0
F. TOTAL BEGINNING FUND BALANCE	2,467,101	2,400,000	2,450,000
G. G.L.898 PRIOR YEAR CORRECTIONS OR RESTATEMENTS(+OR-)	XXXXX	XXXXX	XXXXX
ENDING FUND BALANCE			
G.L.810 Restricted for Other Items	0	0	0
G.L.830 Restricted for Debt Service	2,487,845	2,341,287	2,342,437
G.L.835 Restricted for Arbitrage Rebate	0	0	0
G.L.870 Committed to Other Purposes	0	0	0
G.L.889 Assigned to Fund Purposes	0	0	0

Menatchee School District No. 246

SUMMARY OF DEBT SERVICE FUND BUDGET

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
G.L.890 Unassigned Fund Balance	XXXXX	0	0
H. TOTAL ENDING FUND BALANCE (B+P, +OR-G)	2,487,845	2,341,287	2,342,437

Wenatchee School District No.246

DEBT SERVICE FUND BUDGET--REVENUES AND OTHER FINANCING SOURCES

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
LOCAL TAXES			
1100 Local Property Taxes	5,379,824	5,396,320	5,396,298
1300 Sale of Tax Title Property	0	0	0
1400 Local in lieu of Taxes	1,806	2,000	2,000
1500 Timber Excise Tax	3,897	3,680	3,702
1600 County-Administered Forests	0	0	0
1900 Other Local Taxes	0	0	0
1000 TOTAL LOCAL TAXES	5,385,527	5,402,000	5,402,000
LOCAL SUPPORT NONTAX			
2300 Investment Earnings	6,704	5,000	10,000
2700 Rentals and Leases	0	0	0
2900 Local Support Nontax, Unassigned	0	0	0
2000 TOTAL LOCAL NONTAX SUPPORT	6,704	5,000	10,000
STATE, GENERAL PURPOSE			
3600 State Forests	0	0	0
3900 Other State General Purpose, Unassigned	0	0	0
3000 TOTAL STATE, GENERAL PURPOSE	0	0	0
FEDERAL, GENERAL PURPOSE			
5200 General Purpose Direct Federal Grants, Unassigned	0	0	0
5300 Impact Aid, Maintenance and Operation	0	0	0
5400 Federal in lieu of Taxes	0	0	0
5500 Federal Forests	0	0	0
5600 Qualified Bond Interest Credit - Federal	0	0	0
5000 TOTAL FEDERAL, GENERAL PURPOSE	0	0	0
OTHER FINANCING SOURCES			
9100 Sale of Bonds	0	0	0
9200 Sale of Real Property	0	0	0
9600 Sale of Refunding Bonds	0	0	0
9900 Transfers	0	0	0
9000 TOTAL OTHER FINANCING SOURCES	0	0	0
TOTAL REVENUES AND OTHER FINANCING SOURCES	5,392,231	5,407,000	5,412,000

Wenatchee School District No.246

REVENUE WORK SHEET--DEBT SERVICE FUND--LOCAL EXCESS LEVIES AND TIMBER EXCISE TAX

Local property tax collections (Account 1100) should include revenue anticipated to be received in cash during the fiscal year. Estimation for the Timber Excise Tax collection (Revenue Account 1500) is necessary to estimate the Net Excess Levy Collection. The Net Excess Levy equals the Excess Levy Amount minus the sum of the Timber Levy.

PART I: LOCAL PROPERTY TAX COLLECTIONS

	(1) Excess Levy Amount	(2) Est. Timber Levy	(3) Net Levy Amount (Col.1 - Col.2)	(4) Collection % 1/	(5) Amount Budgeted (Col.3 x Col.4)
Fall 2017	5,400,000	3,702	5,396,298	48.00	2,590,223
Spring 2018	5,400,000	3,702	5,396,298	52.00	2,806,075
1100 TOTAL LOCAL TAXES:					5,396,298

PART II: TIMBER EXCISE TAX

	(1) Timber Assessed Valuation	(2) \$ Per Thousand /2	(3) Est Timber Levy (Col.1 x Col.2)	(4) Collection %	(5) Amount Budgeted (Col.3 x Col.4)
Fall 2017	2,838,788	1.304	3,702	0.00	XXXXX
Spring 2018	2,838,788	1.304	3,702	100.00	3,702
1500 TIMBER EXCISE TAXES:					3,702

1/ The fall and spring collection percentages should be based on the most recent three-year history of tax collection percentages.

2/ Dollars per thousand is same as dollars per thousand used for excess levy (use a three-decimal rate).

Wenatchee School District No.246

DEBT SERVICE FUND BUDGET DETAIL OF OUTSTANDING BONDS

A. VOTED BONDS

Date of Issue 1/	Amount of Original Issue	Estimated Amount Outstanding September 1,2017
02-16-2010	26,700,000	12,185,000
05-20-2014	66,500,000	66,500,000
TOTAL VOTED BONDS	93,200,000	78,685,000

B. NONVOTED BONDS

Date of Issue 1/	Amount of Original Issue	Estimated Amount Outstanding September 1,2017
TOTAL ALL BONDS	93,200,000	78,685,000 2/

1/ Include only bond issues for which debt service costs are included on page DS1. Please list in Sections A and B above the outstanding bond issues in date order, beginning with the earliest issue.

2/ Total estimated bonds outstanding as of September 1 should agree with County Treasurer's amount outstanding as of June 30, plus estimated July and August issues, less estimated July and August redemption.

Wenatchee School District No.246

SUMMARY OF CAPITAL PROJECTS FUND BUDGET

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
REVENUES AND OTHER FINANCING SOURCES			
1000 Local Taxes	0	0	0
2000 Local Nontax Support	168,244	247,501	387,501
3000 State, General Purpose	0	0	0
4000 State, Special Purpose	1,966,903	16,366,474	5,228,147
5000 Federal, General Purpose	0	0	0
6000 Federal, Special Purpose	0	0	0
7000 Revenues from Other School Districts	0	0	0
8000 Revenues from Other Entities	0	59,411	45,000
9000 Other Financing Sources	1,039,458	150,000	0
A. TOTAL REVENUES AND OTHER FINANCING SOURCES	3,174,605	16,823,386	5,660,648
EXPENDITURES			
10 Sites	1,582,304	1,287,073	875,000
20 Buildings	45,234,797	30,983,971	3,440,000
30 Equipment	680,333	4,045,430	3,213,147
40 Energy	40,230	75,000	75,000
50 Sales and Lease Expenditures	0	0	0
60 Bond Issuance Expenditures	5,791	0	0
90 Debt Expenditures	XXXXX	0	0
B. TOTAL EXPENDITURES	47,875,342	36,391,474	7,603,147
C. OTHER FINANCING USES--TRANSFERS OUT (G.L.536) 1/	0	0	0
D. OTHER FINANCING USES (G.L.535) 2/	0	0	0
E. EXCESS OF REVENUES/OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES (A-B-C-D)	-44,700,737	-19,568,088	-1,942,499
BEGINNING FUND BALANCE			
G.L.810 Restricted for Other Items	0	0	0
G.L.825 Restricted for Skill Center	0	0	0
G.L.830 Restricted for Debt Service	0	0	0
G.L.835 Restricted for Arbitrage Rebate	0	0	0
G.L.840 Nonspendable Fund Balance-Inventory & Prepaid Items		0	0
G.L.850 Restricted for Uninsured Risks	0	0	0
G.L.861 Restricted from Bond Proceeds	44,840,342	20,252,501	0
G.L.862 Committed from Levy Proceeds	0	0	0
G.L.863 Restricted from State Proceeds	833,127	0	3,110,000

Wenatchee School District No.246

SUMMARY OF CAPITAL PROJECTS FUND BUDGET

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
G.L.864 Restricted from Federal Proceeds	0	0	0
G.L.865 Restricted from Other Proceeds	592,045	500,000	300,000
G.L.866 Restricted from Impact Fee Proceeds	0	0	0
G.L.867 Restricted from Mitigation Fee Proceeds	0	0	0
G.L.869 Restricted from Undistributed Proceeds	0	0	0
G.L.870 Committed to Other Purposes	0	0	0
G.L.889 Assigned to Fund Purposes	204,197	247,499	590,000
G.L.890 Unassigned Fund Balance	XXXXX	0	0
F. TOTAL BEGINNING FUND BALANCE	46,469,711	21,000,000	4,000,000
G. G.L.898 PRIOR YEAR CORRECTIONS OR RESTATEMENTS(+ OR -)	XXXXX	XXXXX	XXXXX
ENDING FUND BALANCE			
G.L.810 Restricted for Other Items	0	0	0
G.L.825 Restricted for Skill Center	0	0	0
G.L.830 Restricted for Debt Service	0	0	0
G.L.840 Nonspendable Fund Balance-Inventory & Prepaid Items	0	0	0
G.L.835 Restricted for Arbitrage Rebate	0	0	0
G.L.850 Restricted for Uninsured Risks	0	0	0
G.L.861 Restricted from Bond Proceeds	0	1,332,501	0
G.L.862 Committed from Levy Proceeds	0	0	0
G.L.863 Restricted from State Proceeds	0	99,411	1,680,000
G.L.864 Restricted from Federal Proceeds	0	0	0
G.L.865 Restricted from Other Proceeds	584,545	0	250,000
G.L.866 Restricted from Impact Fee Proceeds	0	0	0
G.L.867 Restricted from Mitigation Fee Proceeds	0	0	0
G.L.869 Restricted from Undistributed Proceeds	0	0	0
G.L.870 Committed to Other Purposes	0	0	0
G.L.889 Assigned to Fund Purposes	1,184,429	0	127,501
G.L.890 Unassigned Fund Balance	XXXXX	0	0
H. TOTAL ENDING FUND BALANCE (E+F, +OR-G) 3/	1,768,974	1,431,912	2,057,501

1/ G.L. 536 is an account that is used to summarize actions for other financing uses--transfers out.

2/ G.L.535 is an account that is used to summarize actions for other financing uses such as long-term financing and debt extinguishments. Nonvoted debts may be serviced in the Debt Service Fund (DSF) rather than in the fund that received the debt proceeds. In order to provide the resources to retire the debt, a transfer is used by the General Fund, Capital Projects Fund, or Transportation Vehicle Fund to transfer resources to the DSF.

3/ Line H must be equal to or greater than all restricted fund balances.

Wenatchee School District No.246

CAPITAL PROJECTS FUND BUDGET--REVENUES AND OTHER FINANCING SOURCES

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
LOCAL TAXES			
1100 Local Property Tax	0	0	0
1300 Sale of Tax Title Property	0	0	0
1400 Local in lieu of Taxes	0	0	0
1500 Timber Excise Tax	0	0	0
1600 County-Administered Forests	0	0	0
1900 Other Local Taxes	0	0	0
1000 TOTAL LOCAL TAXES	0	0	0
LOCAL SUPPORT NONTAX			
2200 Sales of Goods, Supplies, and Services, Unassigned	0	0	0
2300 Investment Earnings	127,959	120,000	10,000
2400 Interfund Loan Interest Earnings	0	0	0
2500 Gifts and Donations	0	0	250,000
2600 Fines and Damages	0	0	0
2700 Rentals and Leases	40,285	127,500	127,500
2800 Insurance Recoveries	0	0	0
2900 Local Support Nontax, Unassigned	0	1	1
2910 E-Rate	0	0	0
2000 TOTAL LOCAL NONTAX SUPPORT	168,244	247,501	387,501
STATE, GENERAL PURPOSE			
3600 State Forests	0	0	0
3900 Other State General Purpose, Unassigned	0	0	0
3000 TOTAL STATE, GENERAL PURPOSE	0	0	0
STATE, SPECIAL PURPOSE			
4100 Special Purpose, Unassigned	0	0	0
4130 State Matching Funding Assistance, Paid Direct to Districts	1,966,903	16,366,474	5,228,147
4230 State Matching Funding Assistance, Paid Direct to Contractors	0	0	0
4300 Other State Agencies, Unassigned	0	0	0
4330 State Matching Funding Assistance - - Other	0	0	0
4000 TOTAL STATE, SPECIAL PURPOSE	1,966,903	16,366,474	5,228,147
FEDERAL, GENERAL PURPOSE			
5200 General Purpose Direct Federal Grants, Unassigned	0	0	0
5300 Impact Aid, Maintenance and Operation	0	0	0

Wenatchee School District No.246

CAPITAL PROJECTS FUND BUDGET--REVENUES AND OTHER FINANCING SOURCES

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
5400 Federal in lieu of Taxes	0	0	0
5500 Federal Forests	0	0	0
5600 Qualified Bond Interest Credit-Federal	0	0	0
5000 TOTAL FEDERAL, GENERAL PURPOSE	0	0	0
FEDERAL, SPECIAL PURPOSE			
6140 Impact Aid-Construction	0	0	0
6200 Direct Special Purpose Grants	0	0	0
6240 Impact Aid-Construction	0	0	0
6300 Federal Grants Through Other Agencies, Unassigned	0	0	0
6340 Impact Aid-Construction	0	0	0
6000 TOTAL FEDERAL, SPECIAL PURPOSE	0	0	0
REVENUES FROM OTHER SCHOOL DISTRICTS			
7100 Program Participation, Unassigned	0	0	0
7000 TOTAL REVENUES FROM OTHER SCHOOL DISTRICTS	0	0	0
REVENUES FROM OTHER ENTITIES			
8100 Governmental Entities	0	59,411	45,000
8500 Nonfederal ESD	0	0	0
8000 TOTAL REVENUES FROM OTHER ENTITIES	0	59,411	45,000
OTHER FINANCING SOURCES			
9100 Sale of Bonds	0	0	0
9200 Sale of Real Property	0	0	0
9300 Sale of Equipment	0	0	0
9400 Compensated Loss of Fixed Assets	0	0	0
9500 Long-Term Financing	0	0	0
9900 Transfers	1,039,458	150,000	0
9000 TOTAL OTHER FINANCING SOURCES	1,039,458	150,000	0
TOTAL REVENUES AND OTHER FINANCING SOURCES	3,174,605	16,823,386	5,660,648

Wenatchee School District No.246

REVENUE WORK SHEET--CAPITAL PROJECTS FUND--LOCAL EXCESS LEVIES AND TIMBER EXCISE TAX

Local property tax collections (Account 1100) should include revenue anticipated to be received in cash during the fiscal year. Estimation for the Timber Excise Tax collection (Revenue Account 1500) is necessary to estimate the Net Excess Levy Collection. The Net Excess Levy equals the Excess Levy Amount minus the sum of the Timber Levy.

PART I: LOCAL PROPERTY TAX COLLECTIONS

	(1) Excess Levy Amount	(2) Est. Timber Levy	(3) Net Levy Amount (Col.1 - Col.2)	(4) Collection % 1/	(5) Amount Budgeted (Col.3 x Col.4)
Fall 2017	0	0	0	0.00	0
Spring 2018	0	0	0	0.00	0
1100 TOTAL LOCAL TAXES:					0

PART II: TIMBER EXCISE TAX

	(1) Timber Assessed Valuation	(2) \$ Per Thousand /2	(3) Est Timber Levy (Col.1 x Col.2)	(4) Collection %	(5) Amount Budgeted (Col.3 x Col.4)
Fall 2017	0	0.000	0	0.00	XXXXX
Spring 2018	0	0.000	0	100.00	0
1500 TIMBER EXCISE TAXES:					0

1/ The fall and spring collection percentages should be based on the most recent three-year history of tax collection percentages.

2/ Dollars per thousand is same as dollars per thousand used for excess levy (use a three-decimal rate).

Wenatchee School District No.246

CAPITAL PROJECTS FUND--PROJECT DESCRIPTION FOR FY 2017-2018

Project Description	TOTAL	(10) Sites	(20) Buildings	(30) Equipment	(35) Instruction Technology	(40) Energy	(50) Sales and Lease Expenditure	(60) Bond Issuance Expenditure	(90) Debt
CASTLEROCK LEARNING CTR	100,000	25,000	50,000	25,000	0	0	0	0	0
CIP MGMT & PHASE2 PREBOND	300,000	0	300,000	0	0	0	0	0	0
HEALTHY SCHOOLS GRANT	78,147	50,000	0	28,147	0	0	0	0	0
LEWIS & CLARK SIDEWALKS	150,000	150,000	0	0	0	0	0	0	0
LINCOLN ELEMENTARY	100,000	25,000	50,000	25,000	0	0	0	0	0
PIONEER MS GYM	400,000	0	300,000	100,000	0	0	0	0	0
PORTABLES	500,000	200,000	250,000	50,000	0	0	0	0	0
PROPERTY & ENERGY PROJ	275,000	200,000	0	0	0	75,000	0	0	0
REC PARK	200,000	200,000	0	0	0	0	0	0	0
STATE MATCH PROJECTS	5,000,000	0	2,100,000	2,900,000	0	0	0	0	0
WASHINGTON ELEMENTARY	100,000	25,000	50,000	25,000	0	0	0	0	0
WESTSIDE REMODEL	250,000	0	240,000	10,000	0	0	0	0	0
WVSTC MAJOR WORKS	150,000	0	100,000	50,000	0	0	0	0	0
TOTAL EXPENDITURES	7,603,147	875,000	3,440,000	3,213,147	0	75,000	0	0	0

Wenatchee School District No.246

SALARY EXHIBIT -- CERTIFICATED EMPLOYEES

PROGRAM CP - Capital Projects

ACTIVITY CODE	TITLE OF POSITION	FTE 1/, 3/	HIGH ANNUAL RATE	LOW ANNUAL RATE	AVERAGE ANNUAL RATE	TOTAL ANNUAL SALARY 2/
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**** NO CERTIFICATED SALARY DATA FOR THIS PROGRAM ****

1/ The number of full-time days per contract year is determined by the district, with a minimum of 180 days. The length of a full work day is determined by the district. To determine partial FTE, divide the part of the day worked by the full day as determined by the district and then multiply the result by the ratio of work days contracted for to 180. No employee can be more than 1.000 FTE. Include state institutions staff.

2/ Except for subtotals and totals, total annual salary must equal FTE times average annual salary rate.

3/ Use three decimal places.

Wenatchee School District No.246

SALARY EXHIBIT -- CLASSIFIED EMPLOYEES

PROGRAM CP - Capital Projects

ACTIVITY CODE	TITLE OF POSITION	FTE 1/, 3/	NUMBER OF HOURS	HIGH HOURLY RATE	LOW HOURLY RATE	AVERAGE HOURLY RATE	TOTAL ANNUAL SALARY 2/
**** NO CLASSIFIED SALARY DATA FOR THIS PROGRAM ****							

1/ A full-time equivalent is considered to be 2080 hours. When less than 2080 hours, divide the amount of hours by 2080 to determine FTE. No employee can be more than 1.000 FTE. Include state institutions and vocationally-technical staff.

2/ Except for subtotals and totals, total annual salary must equal the number of hours times the average hourly rate of pay.

3/ Use three decimal places.

Wenatchee School District No.246

CAPITAL PROJECTS FUND - LONG-TERM FINANCING - CONDITIONAL SALES CONTRACTS AND NOTES 1/

A.	(1) Assets Purchased by CONDITIONAL SALES CONTRACTS (RCW 29A.335.170) in prior years	(2) Length of Contract (months)	(3) Outstanding Balance at Sept 1,2017	(4) Principal Payments in FY 2017-2018	(5) Interest Payments in FY 2017-2018	(6) Outstanding Balance at Aug 31, 2018 (Col.3-Col.4)
			0	0	0	0
A.	TOTAL			0	0	0
B.	Assets to be purchased by CONDITIONAL SALES CONTRACTS AND NOTES in new FY	Length of Contract (months)	Amount of Contract Purchase less Down Pmts 2/	Prin. Pmts. in FY 2017-2018	Interest Payments in FY 2017-2018	Long-Term Financing Rev. Acct 9500 (Col.3)
			0	0	0	0
B.	TOTAL			0	0	0 4/
C.	TOTAL for Both Sections (A+B)			0	3/	0 3/

1/ Please refer to the Accounting Manual for School Districts, Chapter 3, page 24 for further information.

2/ Budget expenditure(s) in appropriate expenditure type on Page CP6.

3/ Budget as part of Expenditure (90) - Debt on Page CP6.

4/ Budget as Other Financing Source in Revenue Account No. 9500 on CP3.

Wenatchee School District No.246
SUMMARY OF TRANSPORTATION VEHICLE FUND BUDGET

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
REVENUES AND OTHER FINANCING SOURCES			
1100 Local Property Tax	0	0	0
1300 Sale of Tax Title Property	0	0	0
1400 Local in lieu of Taxes	0	0	0
1500 Timber Excise Tax	0	0	0
1600 County-Administered Forests	0	0	0
1900 Other Local Taxes	0	0	0
2200 Sales of Goods, Supplies, and Services, Unassigned	0	0	0
2300 Investment Earnings	632	550	1,000
2500 Gifts and Donations	0	0	0
2600 Fines and Damages	0	0	0
2700 Rentals and Leases	0	0	0
2800 Insurance Recoveries	0	0	0
2900 Local Support Nontax, Unassigned	0	0	0
3600 State Forests	0	0	0
4100 Special Purpose-Unassigned	0	0	0
4300 Other State Agencies-Unassigned	0	0	0
4499 Transportation Reimbursement Depreciation	206,564	205,000	166,000
5200 General Purposes Direct Federal Grants-Unassigned	0	0	0
5300 Impact Aid, Maintenance and Operation	0	0	0
5400 Federal in lieu of Taxes	0	0	0
5600 Qualified Bond Interest Credit-Federal	0	0	0
6100 Special Purpose-OSPI Unassigned	0	0	0
6200 Direct Special Purpose Grants	0	0	0
6300 Federal Grants Through Other Entities-Unassigned	0	0	0
8100 Governmental Entities	0	0	0
8500 NonFederal ESD	0	0	0
9100 Sale of Bonds	0	0	0
9300 Sale of Equipment	0	0	0
9400 Compensated Loss of Fixed Assets	0	0	0
9500 Long-Term Financing	0	0	0
A. TOTAL REVENUES, OTHER FINANCING SOURCES (less transfers)	207,196	205,550	167,000
B. 9900 TRANSFERS IN (from the General Fund)	0	0	0
C. TOTAL REVENUES AND OTHER FINANCING SOURCES	207,196	205,550	167,000

Wenatchee School District No.246
SUMMARY OF TRANSPORTATION VEHICLE FUND BUDGET

	(1) Actual 2015-2016	(2) Budget 2016-2017	(3) Budget 2017-2018
EXPENDITURES			
33 Transportation Equipment Purchases - formerly Act 57 Cash Purchases/Rebuilding of Transportation Equipment	146,657	420,550	447,000
34 Transportation Equipment Major Repair - formerly Act 58 Contract Purchases/Rebuilding of Transportation Equipment	0	35,000	0
61 Bond/Levy Issuance and/or Election	0	0	0
91 Principal - formerly Act 84	0	0	0
92 Interest 1/ - formerly Act. 83	0	0	0
93 Arbitrage Rebate	0	0	0
D. TOTAL EXPENDITURES	146,657	455,550	447,000
E. OTHER FINANCING USES--TRANSFERS OUT (G.L.536) 2/	0	0	0
F. OTHER FINANCING USES (G.L.535) 3/	0	0	0
G. EXCESS OF REVENUES/OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES (C-D-E-F)	60,539	-250,000	-280,000
BEGINNING FUND BALANCE			
G.L.810 Restricted for Other Items	0	0	0
G.L.819 Restricted for Fund Purposes	192,180	250,000	280,000
G.L.830 Restricted for Debt Service	0	0	0
G.L.835 Restricted for Arbitrage Rebate	0	0	0
G.L.850 Restricted for Uninsured Risks	0	0	0
G.L.870 Committed to Other Purposes	0	0	0
G.L.889 Assigned to Fund Purposes	0	0	0
G.L.890 Unassigned Fund Balance	XXXXX	0	0
H. TOTAL BEGINNING FUND BALANCE	192,180	250,000	280,000
I. G.L.898 PRIOR YEAR CORRECTIONS OR RESTATEMENTS(+OR-)		XXXXX	XXXXX
ENDING FUND BALANCE			
G.L.810 Restricted for Other Items	0	0	0
G.L.819 Restricted for Fund Purposes	252,719	0	0
G.L.830 Restricted for Debt Service	0	0	0
G.L.835 Restricted for Arbitrage Rebate	0	0	0
G.L.850 Restricted for Uninsured Risks	0	0	0
G.L.870 Committed to Other Purposes	0	0	0
G.L.889 Assigned to Fund Purposes	0	0	0
G.L.890 Unassigned Fund Balance	XXXXX	0	0
J. TOTAL ENDING FUND BALANCE (G+H, +OR-I) 4/	252,719	0	0