

EASTMONT SCHOOL DISTRICT

Relationships, Relevance, Rigor, Results

509.884.7169 • FAX: 509.884.4210 • WWW.EASTMONT206.ORG
800 EASTMONT AVE. • EAST WENATCHEE, WA 98802

BOARD OF DIRECTORS REGULAR MEETING AGENDA

Monday, March 13, 2023
5:30 p.m. Regular Meeting

Sterling Junior High School

The Eastmont School District is governed by a board of five directors. The Eastmont Board of Directors sets the direction of the District by establishing goals, objectives, and policies to guide the superintendent who supervises all programs and staff. The Board of Directors is responsible for ensuring that the Eastmont School District is adequately financed to meet those goals, objectives, and policies; for monitoring the progress of the District; and for evaluating the performance of the superintendent. Each board member has a fiduciary role to the District and, as such is responsible for using his or her best judgment in conducting the affairs of the District.

The Board generally meets at 5:30 p.m. on the second and fourth Monday of each month at either a school site or the Administration Office Board Room at 800 Eastmont Avenue, East Wenatchee. On holidays, or when a conflict occurs, a meeting may be held at an alternate time and/or date with proper notification given to the media.

The complete 2022-23 Board Meeting Schedule is available at www.eastmont206.org under the About Us/School Board tab.

NOTICE is hereby given that the Eastmont School District No. 206 Board of Directors, Douglas County, Washington will hold a regular meeting on Monday, March 13, 2023 beginning at 5:30 p.m. at Sterling Junior High School at 600 North James, East Wenatchee for the purpose of considering and acting upon the following agenda items:

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE

II. APPROVE AGENDA/MODIFICATIONS

III. PUBLIC COMMENT

Comments critical of personnel, students, or volunteers will not be allowed given privacy concerns. Instead, they will be referred to the Superintendent for further inquiry and possible action. Comments are limited to 3 minutes per person and 10 minutes per topic. The Board asks those offering comment to recognize that as a K-12 public school system, we are modeling civil discourse and the democratic process for the youth in our community.

Written comments may be sent by regular mail to Eastmont School District or emailed to schoolboard@eastmont206.org

IV. STUDENT RECOGNITION

A. Student Recognition — Chris Hall, Principal

V. STAFF RECOGNITION

A. Staff Years of Service Recognition — Meaghan Vibbert, Board Member

- Ian Paus with 20 years in August 2022
- Danell Reiman with 25 years in August 2022
- Gerald Halle with 30 years in August 2022

VI. BUILDING AND PROGRAM REPORT

A. Conversation with Sterling Junior High School Staff

B. Sterling Junior High School Building Report — Chris Hall, Principal

VII. BOARD & SUPERINTENDENT INFORMATION

A. Board News

B. Superintendent News

VIII. CONSENT AGENDA

(All items on the Consent Agenda have been distributed to all board members for study and are considered routine. ALL items appearing in this section are adopted by one single motion, unless a member of the board or the superintendent requests that an item be removed and voted on separately.)

A. Approval of the minutes from the regular meeting held on February 27, 2023.

B. Approval of the payment of the bills and/or payroll dated March 13, 2023.

C. Approval of the Personnel Action Items including Out-of-Endorsement Waiver Requests dated March 13, 2023.

D. Approval of the following field trip request:

1. EHS Skills USA field trip request.

E. Approval of the following requests for surplus:

1. Eastmont student chairs.
2. Eastmont Technology Department items.

F. Approval of the School Improvement Plan for Sterling Junior High School.

G. Approval of the Annual Building Condition Assessment Report for Eastmont Junior High School.

H. Approval of Resolution No. 2023-04 Resolution to Approve Settlement in JUUL Litigation & the Settlement Offer for Government Entity Claims Against JUUL Labs, Inc.

I. Review of the Monthly Student Enrollment Report.

IX. REPORT

A. Special Education Services — Jenn Byrd-Chase, Interim Special Ed Director

X. FUTURE AGENDA ITEMS

XI. ADJOURNMENT

FUTURE TOPICS – Previously identified by the Board for further review.

1) Spanish at elementary schools.

UPCOMING BOARD MEETINGS

March 27	Regular Meeting at Eastmont Administration Office at 5:30 p.m.
April 17	Site Visit to Eastmont High School and Regular Meeting at 5:30 p.m.
May 8	Site Visit to Eastmont Junior High School Regular Meeting at 5:30 p.m.
May 22	Regular Meeting at Eastmont Administration Office at 5:30 p.m.



Sterling Junior High School Report for 2022-23

FTE= Equivalent; **Grad** = 4 yr. Graduation Rate **F & R**=Free & Reduced; **H**=Hispanic; **ELL**=English Language Learners; **M**=Migrant; **Sp Ed**=Special Education; **A**=Students with <2 Absences Per Month; **MB**=Mobility, **HL**=Homeless, **D**=Discipline Rate, **E1**=Exclusion of <=1 day; **E2**=2-3 days; **E4**=4-5 days; **E6**=6-10 days; **E10**=>10 days

Student Demographics and Information (School % / State)																	Staff Information from Prior Years					
Year	FTE	Grad	F & R	H	ELL	M	SpEd	A	MB	HL	D	E1	E2	E4	E6	E10	FTE	Cert	Para	Office	Maint	Adm
2018-19	920	84/81	62/56	46/44	12/17	11/11	11/13	86/86	2/4	3/4	2.2/3.8	19/19	NA	NA	NA	NA	77.5	47	20	4	3.5	3
2019-20	872	92/83	63/58	50/48	12/17	11/10	12/13	93/86	3/3	3/4	<1/3.8	19/19	48/30	19/17	10/16	5/18	73	42	22	3.5	3.5	2
2020-21	953	91/83	52/46	43/25	9/12	8/2	12/15	82/80	6/2	52/3	NA	NA	NA	NA	NA	NA	73.5	41	22	4	3.5	3
2021-22	715	NA	48/46	48/25	9/12	10/2	12/14	NA	3/2	2/3	NA	NA	NA	NA	NA	NA	74.5	41	22	4	4	3.5
2022-23	754	89	61	48	9	10	13	42	3	2	NA	NA	NA	NA	NA	NA	59.7	32.4	16	4	4	3.25

Budget using prior year numbers: \$172,895 – expenditures of \$110,538 = year-end balance of \$59,570.

Sterling Testing Information:

I-Ready Results Math SJHS							I-Ready Results Reading SJHS						
Grade 7	Fall	3	8	34	19	36	Grade 7	Fall	13	13	26	11	38
	WTR	5	14	40	11	29		WTR	19	12	22	13	34
Change of Placement		2	6	6	-8	-7	Change of Placement		6	-1	-4	2	-4
	Spring							Spring					
Grade 8	Fall	3	14	32	14	37	Grade 8	Fall	21	16	21	7	35
	WTR	12	17	29	11	30		WTR	25	17	20	9	30
Change of Placement		9	3	-3	-3	-7	Change of Placement		4	1	-1	2	-5
	Spring							Spring					
Grade 9	Fall	6	30	15	14	35	Grade 9	Fall	23	12	22	6	37
	WTR	10	31	10	10	38		WTR	22	14	25	7	33
Change of Placement		4	1	-5	-4	3	Change of Placement		-1	2	3	1	-4
	Spring							Spring					
		Mid or Above Grade Level	Early On Grade Level	One Grade Level Below	Two Grade Levels Below	Three or More Grade Levels Below			Mid or Above Grade Level	Early On Grade Level	One Grade Level Below	Two Grade Levels Below	Three or More Grade Levels Below
% of students assessed for overall placement							% of students assessed for overall placement						

BOARD OF DIRECTORS
REGULAR MEETING MINUTES
February 27, 2023

CALL TO ORDER & PLEDGE OF ALLEGIANCE

On Monday, February 27, 2023, the regular meeting of the Eastmont School District Board of Directors was called to order by Board President Cindy Wright at 5:30 p.m. in the Rock Island Elementary School Cafeteria at 5645 Rock Island Road, Rock Island.

ATTENDANCE

Present:

Cindy Wright, Board President
Meaghan Vibbert, Board Vice President
Jason Heinz, Board Director
Steve Piccirillo, Board Director
Becky Berg, Board Secretary/Superintendent
Brandy Fields, Superintendent's Secretary

Excused:

Whitney Smith, Board Director

Also Participating In-person:

District staff

APPROVE AGENDA/MODIFICATIONS

Superintendent Becky Berg reported there no changes to the Agenda.

MOVED by Director Piccirillo and SECONDED by Director Heinz to approve the Agenda for February 27, 2023 as presented. The motion CARRIED unanimously.

PUBLIC COMMENT

Instructions for public comment were provided on the Agenda. Public Comments could be made to the Board in three ways: 1) In-person by signing up; 2) By writing and sending regular mail to the Administration Office; and 3) By email: schoolboard@eastmont206.org. There was no public comment.

STUDENT RECOGNITION

A. Student Recognition.

Rock Island students recognized for 3rd Grade Recycled Vehicles STEM Competition winners Cahlynn Townsend and Emma Torres. The students shared with the Board their experience and introduced their family in the audience.

STAFF RECOGNITION

A. Staff Years of Service Recognition.

The Board recognized the following staff with a Certificate of Appreciation:

- Harriet Fox with 25 years in August 2022
- Gail Komm with 25 years in August 2022 (unable to make it)

BUILDING AND PROGRAM REPORT

A. Conversation with Rock Island Elementary School Staff.

Rock Island Elementary School staff shared information with the Board on their recent challenges and accomplishments. They also answered questions from the Board.

B. Rock Island Elementary School Building Report.

Principal John Reichmann spoke about the staff and shared his experience as a first year principal at Rock Island Elementary.

BOARD & SUPERINTENDENT INFORMATION

A. Board News.

Director Piccirillo shared he recently heard a presentation by our EHS M.E.Ch.A. Club and was complimentary and proud of our upcoming next generation of youth. Director Vibbert and Director Heinz shared they had purchased tickets for the upcoming Footloose production.

President Wright mentioned the opportunity to speak with Senator Brad Hawkins that Director Smith helped arranged for this coming Saturday, March 4, 2023. With three members expressing interest in attending, a Notice of Possible Quorum will be advertised this week.

B. Superintendent News.

Superintendent Berg shared that she too had purchased tickets to Footloose and will attend Saturday’s meeting with Senator Hawkins. She also reported to the Board that the Board Meeting on March 27 Board Meeting is reserved for the Budget Workshop with Executive Director Caryn Metsker, the Senior Leadership Team completed staff meetings at all schools, and the ThoughtExchange regarding input on our construction projects was launched.

CONSENT AGENDA

A. Approval of minutes. The Board of Directors approved the minutes from the regular meeting held on February 13, 2023.

B. Payment of bills and/or payroll. The Board of Directors approved the following checks, direct deposits, or wire transfers listed on check summaries dated February 27, 2023:

Warrant Numbers	Total Dollar Amount
7130681-7130681	\$35.61
7130682-7130683	\$170.64
7130684-7130692	\$8,612.31
7130693-7130830	\$769,728.32

TO: Board of Directors
 FROM: Kayla Brown, Executive Director of Human Resources
 SUBJECT: Personnel Action Items
 DATE: March 13, 2023

CATEGORY

Informational Discussion Only Discussion & Action Action

BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

Resignations/Separation

The following people have notified us of their plans to resign for the 22-23 school year:

Last Name	First Name	School	Position
Barrey	Cheri	Cascade	Paraeducator/6 months
Johnson	Nicole	Clovis	Teacher/7 months
Manzo-Ochoa	Gabriela	EJHS	Paraed/Secretary/2 months
Stone-Miller	Sheena	Cascade	Teacher/8 years
York	Ranzy	Lee	Paraeducator/7 months

New Hires

The following people have been offered tentative employment for the 22-23 school year:

Last Name	First Name	School	Position
Brown	Christopher	Cascade	Custodian
DiMare	Rhonda	EHS	Coach
Fleisher	Corinne	Grant	Paraeducator
Gonzalez	Gabrielle	Clovis	Paraeducator
Olsen	William	Technology	System/Network Admin.
Ontiveros	Selena	EJHS	Paraeducator
Rolon	Gabriela	EHS	Paraeducator

ATTACHMENTS

None

FISCAL IMPACT

Personnel Expenditure

RECOMMENDATION

The administration recommends approval of the Personnel Action Items listed above.

TO: Board of Directors

FROM: Kayla Brown, Executive Director of Human Resources

SUBJECT: Out-of-Endorsement Waiver Requests

DATE: March 13, 2023

As teachers are moved at trimester throughout the year to meet the needs of our students, we submit this updated out of endorsement waiver request for your approval.

Teacher	Erica Alexander
Location	Sterling
Certificate #	494655D
Years in District	10
Current Endorsement	Elementary Ed, Mid level Mathematics, Special Education
Out of Endorsement Subject	Algebra II Grade 9, Geometry Grade 9
Grade Level	9
Rationale for Waiver	Erica has 10 years teaching experience, most recently as a Secondary Teacher at Eastmont Junior High.
Plan of Assistance	The district will support Erica with training, networking opportunities with her peers and tuition reimbursement funds to promote professional development activities. For 3rd trimester, Erica was placed at 7th grade Math.

Teacher	Ashley Allen
Location	Grant
Certificate #	511514B
Years in District	7
Current Endorsement	Elementary Education
Out of Endorsement Subject	LA/ Pre-K, Math Pre-K, Science Pre-K, Social Studies Pre-K, Pre K General Ed Program
Grade Level	T-K
Rationale for Waiver	Ashley has 7 years teaching experience, most recently as an Elementary Teacher at Grant Elementary.
Plan of Assistance	The district will support Ashley with training, networking opportunities with her peers and tuition reimbursement funds to promote professional development activities.

Teacher	Kaycie Anderson
Location	Jr. High
Certificate #	447345J
Years in District	15
Current Endorsement	ESL, Bilingual Education, Elementary Education, Spanish
Out of Endorsement Subject	Spanish for Native Speakers (prior-to-secondary)General Ed Program -Spanish I
Grade Level	9
Rationale for Waiver	Kaycie has 15 years teaching experience, most recently as a Secondary Teacher at Eastmont Junior High.
Plan of Assistance	Kaycie earned a Spanish endorsement to her teaching certificate but it was not added to her certificate until after the school year started. She will not show up on the out-of-endorsement report next school year.

Teacher	Shaine Brookover
Location	EHS
Certificate #	339571B
Years in District	27
Current Endorsement	Biology, Chemistry
Out of Endorsement Subject	Algebra I General Ed Program Classroom
Grade Level	10-12
Rationale for Waiver	Shaine has been teaching in our district for 27 years.
Plan of Assistance	The district will support Shaine with training, networking opportunities with his peers and tuition reimbursement to help with the expenses.

Teacher	Erin Brown
Location	Sterling
Certificate #	593597H
Years in District	4
Current Endorsement	Emergency Cert Substitute
Out of Endorsement Subject	English Language and Literature, Math SPED, Misc Aide, Misc Other SPED, Misc Other SPED
Grade Level	6-9
Rationale for Waiver	Erin has been a Paraeducator in our district for 4 years.
Plan of Assistance	Erin is pursuing her teaching degree in Special Education and the district will support Erin with training, networking opportunities with her peers and tuition reimbursement to help with the expenses. Megan Gering is the Teacher of Record who supports and mentors Erin.

Teacher	Rebecca Bush
Location	Cascade
Certificate #	535149R
Years in District	5
Current Endorsement	Mid-Level Humanities, English Language Arts
Out of Endorsement Subject	Bilingual/ESL Program - General Ed Program
Grade Level	5
Rationale for Waiver	Rebecca has been teaching in our district for 5 years.
Plan of Assistance	The district will support Rebecca with training, networking opportunities with her peers and tuition reimbursement to help with the expenses.

Teacher	Don Carroll
Location	Sterling
Certificate #	323134G
Years in District	29
Current Endorsement	Science, Biology
Out of Endorsement Subject	Mathematics, Algebra I
Grade Level	7
Rationale for Waiver	Don has been teaching in our district for 29 years.
Plan of Assistance	The district will support Don with training, networking opportunities with his peers and tuition reimbursement to help with the expenses.

Teacher	David Dewitt
Location	Sterling
Certificate #	376960A
Years in District	22
Current Endorsement	Elementary Education, ESL Supporting, Mid-Level Math
Out of Endorsement Subject	Geometry
Grade Level	8
Rationale for Waiver	Dave has taught in our district for 22 years.
Plan of Assistance	Dave has taught in our District for many years and the district will support Dave with training, networking opportunities with his peers and tuition reimbursement to help with the expenses.

Teacher	Jason Erdmann
Location	EHS
Certificate #	366630B
Years in District	7
Current Endorsement	Special Education, Elementary Education
Out of Endorsement Subject	Algebra I
Grade Level	10-11
Rationale for Waiver	Jason has taught in our district for 7 years.
Plan of Assistance	The district will support Jason with training, networking opportunities with his peers and tuition reimbursement to help with the expenses.

Teacher	Dane Gillin
Location	EHS
Certificate #	565842B
Years in District	2
Current Endorsement	Mid-Level Humanities and Social Studies
Out of Endorsement Subject	Weight Training - Health ED, Team Sports, French II, World Language
Grade Level	10-12
Rationale for Waiver	Dane has been with the district for 2 years.
Plan of Assistance	The district will continue to support Dane with training, networking opportunities with his peers and tuition reimbursement.

Teacher	Deborah Goins
Location	Eastmont High School
Certificate #	456095R
Years in District	12
Current Endorsement	Special Education, Elementary Education
Out of Endorsement Subject	English/Language Arts II - General Ed Program
Grade Level	10-11
Rationale for Waiver	Deborah has worked for the district for 12 years.
Plan of Assistance	The district will continue to support Deborah with training, networking opportunities with her peers and tuition reimbursement.

Teacher	Sarah Grim
Location	Eastmont High School
Certificate #	426617G
Years in District	17
Current Endorsement	Designated Science: Biology, Mid Level Humanities, Mid Level Math/Science
Out of Endorsement Subject	Transition Algebra
Grade Level	10-12
Rationale for Waiver	Sarah has been with the district for 17 years.
Plan of Assistance	The district will continue to support Susan with training, networking opportunities with her peers and tuition reimbursement.

Teacher	Kessley Grode
Location	Sterling
Certificate #	514045D
Years in District	6
Current Endorsement	Elementary Education
Out of Endorsement Subject	Biology
Grade Level	9
Rationale for Waiver	Kessley has been with the District for 6 years.
Plan of Assistance	The district will continue to support Kessley with training, networking opportunities with her peers and tuition reimbursement.

Teacher	Jeannette James
Location	EHS
Certificate #	344456R
Years in District	24
Current Endorsement	German, English
Out of Endorsement Subject	Modern World History, Modern US History, Phys. ED, Social Studies General, Algebra I, Geometry.
Grade Level	11-12
Rationale for Waiver	Jeannette has worked for the district for 24 years.
Plan of Assistance	Jeannette teaches credit retrieval courses through the APEX program. The district will continue to support Jeannette with training, networking opportunities with her peers and tuition reimbursement.

Teacher	Joanne Johanson
Location	EHS
Certificate #	483957G
Years in District	10
Current Endorsement	Elementary Ed, ELA and ELL
Out of Endorsement Subject	Geography, Modern US History, Phys Ed, Algebra I
Grade Level	10-12
Rationale for Waiver	Joanne has worked for the district for 10 years.
Plan of Assistance	Joanne supports the credit retrieval courses through the APEX program. The district will continue to support Joanne with training, networking opportunities with her peers and tuition reimbursement.

Teacher	Carmen Johnson
Location	EJHS
Certificate #	370998G
Years in District	23
Current Endorsement	K-8 Elementary Ed, K-12 Reading and K-12 Spanish
Out of Endorsement Subject	English/Language Arts I - General Ed Program
Grade Level	9
Rationale for Waiver	Carmen has worked for the district for 23 years.
Plan of Assistance	The district will continue to support Carmen with training, networking opportunities with her peers and tuition reimbursement.

Teacher	Teresa Ladd
Location	EHS-ALE
Certificate #	417694G
Years in District	8
Current Endorsement	Elementary Education
Out of Endorsement Subject	Variety of Content
Grade Level	9-12
Rationale for Waiver	Teresa has worked for the district for 8 years.
Plan of Assistance	Teresa teaches multiple subjects in the Districts APEX program which works with our ALE students. The district will continue to support Teresa with training, networking opportunities with her peers and tuition reimbursement.

Teacher	Robert Martinez
Location	EJHS
Certificate #	417694G
Years in District	12
Current Endorsement	Elementary Ed and ELL
Out of Endorsement Subject	Algebra I
Grade Level	8-9
Rationale for Waiver	Robert has worked for the district for 12 years.
Plan of Assistance	The district will continue to support Robert with training, networking opportunities with his peers and tuition reimbursement.

Teacher	Elizabeth Neff
Location	Sterling
Certificate #	415830R
Years in District	18
Current Endorsement	Elementary Ed Primary and ESL Supporting
Out of Endorsement Subject	Algebra II, Geometry
Grade Level	9
Rationale for Waiver	Beth has worked for the district for 18 years.
Plan of Assistance	The district will continue to support Beth with training, networking opportunities with her peers and tuition reimbursement.

Teacher	Rebecca Parsons
Location	EHS
Certificate #	407357C
Years in District	19
Current Endorsement	Health/Fitness-Primary
Out of Endorsement Subject	English/LA I Bilingual/ESL Program, English/LA I, English/LA II, English/LA III, Modern US History, Earth Science, Social Studies, Algebra I, Geometry Bilingual/ESL, Geometry ,
Grade Level	9-12
Rationale for Waiver	Rebecca has worked for the district for 19 years.
Plan of Assistance	The district will continue to support Rebecca with training, networking opportunities with her peers and tuition reimbursement.

Teacher	Anna Petty
Location	Sterling
Certificate #	461664E
Years in District	13
Current Endorsement	SPED - Elementary Ed
Out of Endorsement Subject	Social Studies Bilingual/ESL Program, Social Studies General Ed
Grade Level	7-8
Rationale for Waiver	Anna has been with the district for 13 years.
Plan of Assistance	The district will continue to support Anna with training, networking opportunities with her peers and tuition reimbursement

Teacher	Ryan Tullar
Location	ALE
Certificate #	537532D
Years in District	4
Current Endorsement	Social Studies
Out of Endorsement Subject	Variety of content
Grade Level	10-12
Rationale for Waiver	Ryan has taught in our district for 4 years as an ALE teacher helping students get the credits they need to graduate.
Plan of Assistance	The district will support Ryan with training, networking opportunities with his peers and tuition reimbursement. The district will also look into options for getting Ryan a substitute certification for teaching out of endorsed areas.



EASTMONT SCHOOL DISTRICT

Relationships, Relevance, Rigor, Results

509.884.7169 • FAX: 509.884.4210 • WWW.EASTMONT206.ORG

800 EASTMONT AVE. • EAST WENATCHEE, WA 98802

TO: Board of Directors

FROM: Becky Berg, Superintendent

SUBJECT: Field Trip Request – EHS Skills USA to State Competition

DATE: March 13, 2023

CATEGORY

Informational Discussion Only Discussion & Action Action

BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

Student field trips, which take students overnight and/or out-of-state, must have Board approval.

Eastmont High School Skills USA Advisors David Branham and Dave Howard are seeking the Board's permission to take 4 students overnight to compete at the Skills USA State Competition in Tacoma, WA. The competition will take place April 13-15, 2023. In addition to the students, there will be one staff chaperone and one parent in attendance. There are no costs to the students to attend. The costs will be paid from the EHS ASB and CTE program budgets. A copy of the request is enclosed.

ATTACHMENTS

Field Trip Request

FISCAL IMPACT

ASB and CTE Funds

RECOMMENDATION

The administration recommends approval of this overnight field trip request for Eastmont Skills USA to State Competition.

REQUEST FOR SCHOOL BOARD APPROVAL FOR OUT-OF-STATE AND/OR OVERNIGHT FIELD TRIP

Please complete this form at least four weeks in advance of trip and no less than three weeks prior to School Board meeting. All necessary arrangements must be approved by principal or designee.

Person in Charge of Trip: David Branham / Dave Howard Today's Date: 2/14/23

School EHS Group/Class: High School Skills USA Grade(s): 10-12

Number of Students: 24 No. of Chaperones: Staff 2 Parents 1 Volunteers 0
(All volunteers must have a WA State Patrol check and completed Criminal History Disclosure form on file prior to any unsupervised contact with students.)

Purpose of Trip: Skills USA State Conference and competition

Destination: Murano Hotel Tacoma Wa

Address: 1320 Broadway, Tacoma, WA, 98402

Date of Trip: Departure 4/13/23 Return 4/15/23

Time of Trip: Departure 7:00AM Return 6:00PM

Will any staff member:

Yes No Receive any form of pay or remuneration for any trip-related expenses? If "Yes" please describe in detail who will receive pay or remuneration and its source.

Yes No Miss days of work? If "Yes" provide information about the number of days and the plan for accounting for them.

Estimated Cost Breakdown:

Registration/Fee	\$ 375
Substitutes	\$ 420
Transportation	\$ 424
Lodging	\$ 1600
Meals	384 3566.72
Miscellaneous	\$
Total Trip Cost	3108 3108 3,203

Funding Source/Budget Code:

1 Advisor 125	2 Students 250 CTE
CTE	
CTE	
400 Advisor - CTE	(1200 Student ASB
174 CTE / 192 ASB	

CTE covers registration

HS pays for 2 INVOICE ESTS FOR 1 ROOM

Total Cost to District: \$ 3203.00

Signature of Accountable Administrator [Signature] Date 2/16/23

ASB Funded: Yes No ASB Signature/Approval (if applicable) [Signature] Date 3/6/23

Total Cost Student Pays to Attend: \$ 0 Describe monetary assistance in place for students and families in need: (specific description of how this assistance is communicated, accessed and funded)

Please attach to this form:

- 1) Itinerary, 2) Event Information, 3) Completed Checklist from Page 1.
- (Itinerary should include: departure time and place, major events and/or planned stops; mode of transportation; accommodations; return time and place).

Signature/Approval Building Administrator: [Signature] Date: 3/6/23

Eastmont School District No. 206
FIELD TRIP/BUS REQUEST FORM

CONTACT NAME: David Branham

CONTACT PHONE: 

This request for a district bus or a district vehicle must be turned in to Activities/ASB (Mrs. Waters- Mrs. Wirth) office at least 2 weeks prior to departure.

- * Field trips that take students overnight and/or out-of-state must have Board approval.
- * Parent permission forms are required prior to the field trip.
- * Any special request for buses, please fill out an itinerary and attach to request.

****ROUTE TO THE ACTIVITIES/ASB OFFICE FIRST!****

<input type="checkbox"/> District Bus Qty	<input type="checkbox"/> Chair Lift Bus Qty	<input checked="" type="checkbox"/> District Van Qty	CTE
--	--	---	---

TRIP NAME: Skills USA State Convention

GROUP/CLASS: Skills USA

TRIP DATE: 4/13/23- 4/15/23

REASON FOR TRIP: Skills USA State Convention

ORIGIN: EHS
4/13/23 7:00 AM
(Departure Date/Time)

4/15/23 6:00 PM
(Return Date/Time)

DESTINATION: Hotel Murano
4/13/23 10AM
(Arrival Date/Time)

4/15/23 3PM
(Departure Date/Time)

Destination city: Tacoma WA
School/Location: NA
Address: 1320 Broadway
Tacoma, WA 98402

Note: These are going to be CTE vehicles

TEACHER(S) & CHAPERONE(S): David Branham

Number of Adults: 2

Number of Students: 4

MR. BARTERMAN Special Accommodations: _____

Supervisor: _____

Submitted by: _____

Estimated cost of trip: \$424

Account Name: CTE

Account coding: _____

Principal approval: 
Revised 2/3/17

STATE LEADERSHIP & SKILLS CONFERENCE



SkillsUSA
WASHINGTON

The SkillsUSA Washington Championships program assesses and recognizes exemplary career and technical education students. These career competitions engage members by testing their skills against standards for entry-level workers in the skilled trades through authentic skill demonstrations. The SkillsUSA Technical Standards are considered the "rule book" of the competitions and outline the competencies assessed. The competitions simulate the skills needed to be a professional in the field of their given training program.

The SkillsUSA Championships program connects the work done by students at the local level to the national level. Members must have proven competency at the local and then regional level to advance to the State Championships. At the state competition, student members' career readiness is evaluated by expert representatives of business, industry and organized labor. The gold medalist of each competition advances on to represent Washington at the National Leadership & Skills Conference held each June in Atlanta, GA.

Through competitions, industry connects with the next generation of their workforce.

SLSC Details

Conference Date:

April 13 – 15, 2023

Conference Location:

Opening Ceremonies: Hotel Murano, Tacoma, WA Closing Ceremonies: Hotel Murano, Tacoma, WA

Championships: Clover Park Technical College, Bates Technical College, Carpenters Union Training Facility

Conference Registration Cost:

- \$160 for HS members/instructors
 - \$140 for MS members/instructors
- *\$75/person late fee or invoice fee change after March 20

Hotel Information:

- \$170 single rate, \$180 triple, and \$190 quad
- Booking link found at skillsusawashington.org

- The hotel requires each guest to provide a form of credit of \$75 per room per night for incidentals or the room will be set at No Post status.
- Rooms may be paid by cash, credit card or purchase order. Purchase orders MUST be received in advance of arrival to set up direct billing to the P.O. A credit card may be provided at check in or in advance. If it is preferred to provide the card in advance the point of contact is Marilyn Meyer; Marilyn.meyer@pyramidglobal.com.

NEW Food options!

- Food Truck will be on-site throughout conference. Reference agenda and mobile app for details

SkillsUSA Framework

The SkillsUSA Framework empowers every student to achieve career success. In SkillsUSA and through the SkillsUSA Framework, student members learn and practice skills that are highly sought after by business

Delegates

SkillsUSA is a student run organization, whereby student members are charged with the responsibility of governing the affairs associated with the student constitutions. Participating in the state voting delegate process gives students the opportunity to elect next year's State Officer Team and impact the direction of the state organization. Ensure you have selected your schools Delegates before registering!

Contact Information

Should have invoicing questions please contact Courtney Hutchin at coordinator@skillsusawashington.org

SkillsUSA State Director

Karmen Warner

Email: director@skillsusawashington.org



Websites

skillsusawashington.org

skillsusa.org

2023 Skills USA State Itinerary

4/13/23

7:00-leave EHS to drive to Tacoma

breakfast -On you own

11:00-2:00 Check/registration in at Murono Hotel

12:00-1:00 Lunch-On you own

1:00-5:00 Shop Tour

5:00-6:00 Dinner-On you own

6:00-8:00 Skills USA planned activity

8:00 Bed Check

4/14/23

7:00-8:00 breakfast-On you own

8:00-12:00- Contests

12:00-1:00- lunch-On you own

1:00-3:00 Complete contest

3:00-5:00 Comp wind down/cleanup

5:00-6:00 Dinner-On you own

6:00-8:00 Skills USA Planned activity

8:00 Bed Check

4/14

7:00-8:00 breakfast-On you own

8:00-12:00 Skills USA Planned activity

12:00-1:00- lunch-On you own

1:00- 3:00 Closing Ceremony

3:00-6:00 Drive Back to EHS

Student Participant List



#5

+ Dave
Howard's
2 students
1)
2)

EHS
List to follow
from JH Advisors
(4 students)

OUR COLLECTION



hotel murano



HOTEL MAX



HOTEL PRESTON



HOTEL LUCIA

HOTEL THEODORE

Dossier

2021 © Copyright Provenance Hotel Group , All rights reserved.
You are receiving this email because you opted in on our website.

[808 SW Alder Street, Portland, OR 97205, United States](#)

[View our Privacy Policy](#)

info@hotelmuranotacoma.com <info@hotelmuranotacoma.com>
To: whitneyk@eastmont206.org

Mon, Feb 13, 2023 at 2:16 PM

Artful and vibrant Tacoma awaits.

hotel murano

PROVENANCE



Dear David,

We're thrilled to welcome you to Tacoma from Thursday, April 13, 2023-Saturday, April 15, 2023.

Inspiring adventures are ready for you. Until you can experience them in person, we're here to help. Just shout.

See you soon,

Hotel Murano

Manage Your Stay

Hotel Murano

[1320 Broadway](#)
[Tacoma, WA 98402](#)

P: (253) 238-8000

E: info@hotelmuranotacoma.com

Confirmation:

76784SE146902

Arrival: Thursday, April 13, 2023

Departure: Saturday, April 15, 2023

Adults: 2

Children: 0

Room Type: Deluxe Two Double

Room Charge: USD 170.00

Taxes: Tourism/Lodging Tax: USD 17.00
 City Tax: USD 7.14
 TPA Lodging Fee: USD 3.00
 State Tax: USD 22.10

Total: USD 389.24

Cancel By: Cancel by 11:59 pm local hotel time 2 days prior to arrival date to avoid a cancellation fee of 1 night room and tax.

Check-In: 15:00 (3:00 PM)

Check-Out: 11:00 (11:00 AM)

Eat With Us

Book a table at BITE for flavorful, seasonal cuisine in a stylish, art-filled setting.

[Reserve Now](#)



Tacoma City Guide

Explore everything the city by the Sound has to offer with our curated city guide.

[Plan Your Trip](#)

FIELD TRIP – STUDENT PERMISSION TO PARTICIPATE/ASSUMPTION OF RISK FORM

Informed Consent Form – District Curricular/Co-curricular/Interscholastic Activities

Please return this form to school before March 15 2023 and keep any attachments for your information.
Date

The EHS Skills USA Club is going on a field trip to Tacoma
School/Grade Level/Club/Sport Name/Location/City

The purpose of this trip: Skills USA State Convention and Competition Staff in charge: Mr. Branham

We will leave from the school on Date: April 13th Time: 7:00AM ()AM ()PM

We will return to the school on Date: April 15th Time: 6:00 PM ()AM ()PM
[]Itinerary attached []List of items needed attached

Type of Transportation: District Vehicle [] District Bus [] Parent Transportation

Being fully aware of the risks, I hereby give my consent for _____
to attend this field trip and participate in this activity. Student Name

As a parent/guardian of a student requesting to voluntarily participate in this field trip, I hereby acknowledge that I have read, understood, and agreed to the following:

- I acknowledge that this activity entails known and unanticipated risks which could result in physical or emotional injury, paralysis or death, as well as damage to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
- I certify that my child has no medical or physical conditions which could interfere with his/her safety in this activity.
- I authorize qualified emergency medical professionals to examine and in the event of injury or serious illness, administer emergency care to the above named student. I understand every effort will be made to contact me to explain the nature of the problem prior to any involved treatment.
- In the event it becomes necessary for the school district staff-in-charge to obtain emergency care for my student, neither they nor the district assumes financial liability for expenses incurred because of any accident, injury, illness, and/or unforeseen circumstances.

Student's Medical Conditions, Medication Information, or Allergies that District staff should be made aware of:

Name of Preferred Doctor: _____ Doctor Phone: _____

Student's Home Address: _____ Student's Birthdate: _____

In an emergency, Best Phone Number to reach parent/guardian during field trip: _____

In case parent cannot be reached, Contact Name/Relationship: _____ Phone: _____

I give permission for my student to attend field trip. I do not want my student to attend this field trip.

PRINTED NAME of Parent/Guardian SIGNATURE of Parent/Guardian DATE



EASTMONT SCHOOL DISTRICT

Relationships, Relevance, Rigor, Results

509.884.7169 • FAX: 509.884.4210 • WWW.EASTMONT206.ORG
800 EASTMONT AVE. • EAST WENATCHEE, WA 98802

TO: Board of Directors
FROM: Becky Berg, Superintendent
SUBJECT: Requests for Surplus
DATE: March 13, 2023

CATEGORY

Informational Discussion Only Discussion & Action Action

BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

Eastmont Custodial/Events Supervisor Jason White requests to have 520 student chairs that were repurposed for 5th & 6th grades and are now breaking and no longer safe to use be declared as surplus:

Eastmont Technology Department these items listed as being end of life/no longer able to use be declared as surplus:

No asset tags
<ul style="list-style-type: none">• 22 Anthro Model NCCDxx Charging Cart• 13 Aver Model A1B2• 2 Datamation Model DS-MMPC2-NV• 1 Anthro Model YES Cart for Mini-Laptops, 20 Unit
Palletized with tags not accessible without restacking
<ul style="list-style-type: none">• 111 Cisco WS-C2960XL-48 FPD-L VOL3• 25 Cisco WS-2960X-48TD-L VOL3

ATTACHMENTS

None

FISCAL IMPACT

Revenue, if sold

RECOMMENDATION

The administration recommends the Board authorize said property as surplus.



EASTMONT SCHOOL DISTRICT

Relationships, Relevance, Rigor, Results

509.884.7169 • FAX: 509.884.4210 • WWW.EASTMONT206.ORG

800 EASTMONT AVE. • EAST WENATCHEE, WA 98802

TO: Board of Directors

FROM: Becky Berg, Superintendent

SUBJECT: School Improvement Plan for Sterling Junior High School

DATE: March 13, 2023

CATEGORY

Informational Discussion Only Discussion & Action Action

BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

Attached is the School Improvement Plan for Sterling Junior High School for your review.

ATTACHMENT

School Improvement Plan

FISCAL IMPACT

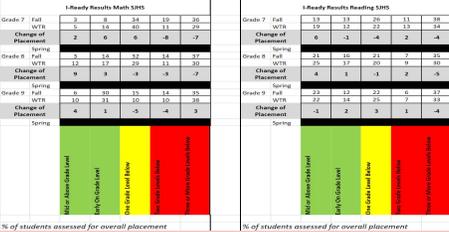
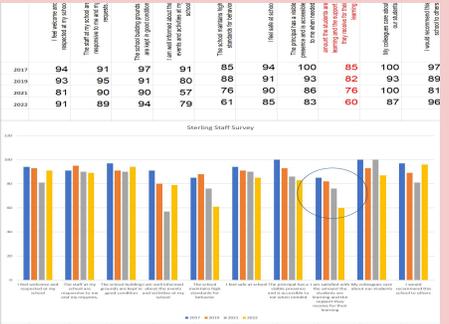
None

RECOMMENDATION

The administration recommends approval of the School Improvement Plan for Sterling Junior High School.

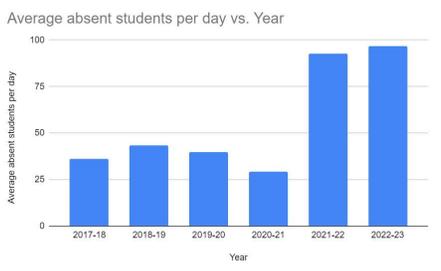
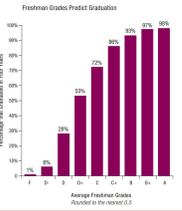


STERLING JR HIGH SCHOOL IMPROVEMENT PLAN 2022-2023

NEEDS ASSESSMENT	GOALS	ACTION STEPS	OUTCOMES
<p>STUDENT LEARNING</p>  <p>iReady Assessment Link Noticed an achievement gap in 9th grade math. Students scoring on iReady Math from Fall to Winter actually <u>increased</u> in the percent of students 3 or more grade levels below.</p>	<p><i>All students improve (growth mindset) in Reading and Math on the iReady assessment.</i></p>	<ul style="list-style-type: none"> Math department focuses on needs assessment. Evaluate what works at the 7th and 8th grade level. Math department focuses on power standards...what students need to know. Math department evaluates the team teaching model with the bridge classes. Math department met with EJHS and EHS to develop an alternative math class to Algebra in 9th grade. 	<p><u>MATH ACHIEVEMENT GAP</u></p> <p>Math pathway 9-12 (Integrated Math) for students well below grade level for the 2023-24 school year.</p> <p>Team-teach Math with certificated LAP Math teachers in the Bridge and Integrated Math classes for the 2023-24 school year.</p>
<p>STAFF CULTURE</p>  <p>Staff Survey Data Noticed a decrease in the percent of staff satisfied with the amount the students are learning and the support they receive for their learning as measured by the staff survey.</p>	<p><i>Maintain academic standards and hold students accountable to achieve those standards.</i></p>	<ul style="list-style-type: none"> Bi-weekly meetings with departments and dept. Heads. <ul style="list-style-type: none"> Agree on Grading Allow Zeros Incomplete vs F Focus and Finish (Tier I) CAT time Tutoring Extended day Paper.com Tutoring Structured Lunch (Tier II) Credit retrieval Classes Study Hall Edgenuity Classes (Tier III) Para one on one support 	<p><u>THE 4 ESSENTIAL ELEMENTS</u></p> <ul style="list-style-type: none"> Common Academic Standards. <ul style="list-style-type: none"> Consistent Grading Explicit grade and course goals Assessments <ul style="list-style-type: none"> Progress monitoring Explicit rewards for achievement <ul style="list-style-type: none"> Challenging courses Student opportunity <ul style="list-style-type: none"> Early, effective assistance



STERLING JR HIGH SCHOOL IMPROVEMENT PLAN 2022-2023

NEEDS ASSESSMENT	GOALS	ACTION STEPS	OUTCOMES
<p>AVERAGE DAILY ATTENDANCE</p>  <p>Student Absent Chart Our Average Daily Attendance rates have hit an all-time low as we come out of the pandemic.</p>	<p><i>Reverse downward trend in average daily attendance rates.</i></p>	<ul style="list-style-type: none"> • Full Focus February • Home visits by the Counselors/Administration • Daily personal callers on any unexcused absences. This is above and beyond the auto dialer and ParentSquare. • Increase communication to parents regarding the link between attendance and success in school. • Encourage students to attend school through developing positive relationships, rewards, etc. 	<p>ATTENDANCE STRATEGIES</p> <ul style="list-style-type: none"> • Develop relationships with students • Create Mentor program • Monitor attendance • Minimize obstacles to attendance • Create opportunities for involvement • Treat students with respect • Consider alternatives to suspension • Model good attendance • Tap community resources • Use the juvenile justice system
<p>HIGH SCHOOL GRADUATION</p> <p>GRADES</p> <ul style="list-style-type: none"> • More than 95 percent of students with a B average or better in their freshman year graduate. • Freshmen who earn a B average or better have an 80-percent chance of finishing high school with at least a 3.0 GPA. • Freshmen with less than a C average are more likely to drop out than graduate. • Course grades also are the best predictors of test score gains and college graduation. • People think that grades are subjective, but there is little evidence of grade inflation in Chicago high schools.  <p>Freshman Grades Predict Graduation Ninth graders who end the year on track are <u>four times</u> more likely to graduate.</p>	<p><i>Ninth Grade Success team creates awareness of why ninth grade is such an important year.</i></p>	<p>FRESHMAN SUCCESS MATRIX</p> <ul style="list-style-type: none"> • 9th Grade Success Team Model <ul style="list-style-type: none"> ○ Improve on-track rates ○ Improve GPA performance ○ Increase college readiness • Beliefs for student success <ul style="list-style-type: none"> ○ Students can learn and achieve ○ Relationships are essential ○ High expectations ○ Transition plans ○ Opportunities for success 	<p>RESULTING SCHOOL CULTURE</p> <ul style="list-style-type: none"> • Data-informed decision making • Goals and solution-based orientation • Capacity development at all levels • Shared Leadership • Accountability for results • Positive working relationships • Increased responsible behavior.



Memorandum

To: Board of Directors; Dr. Becky Berg, Superintendent
From: Laine Heikel, Director of Operations
Date: March 8, 2023
Re: Annual Building Condition Assessment

Washington State's Office of Superintendent of Public Instruction and District Policy 6800 requires that the Superintendent report to the Board on the condition of facilities constructed new or new in lieu after 1994. This is referred to as an Asset Preservation Program (APP). This process is outlined and guided by OSPI with the intent to ensure performance accountability; promote student health and safety by maintaining and operating building systems to their design capacity; maintain an encouraging learning environment; and extend building life, thus minimizing future capital needs. Compliance with the APP is required for eligibility in future State Capital Facility Assistance Programs. This report is prepared for Eastmont Junior High School, constructed in 2003-2004 and approved by the Board of Directors in June of 2004. This is the only building in the district that requires an APP.

The attached report has been prepared with the intent of being as accurate as possible to the current conditions under each building component. NAC Architects completed a full Study & Survey for the District in November of 2022. In this report, Eastmont Junior High School was evaluated by a licensed Architect and Certified Building Condition Assessment Consultant. I have also completed an assessment of the building in March 2023. Between NAC Architects' review and my own, two significant projects were completed that adjusted the score. The roof received a complete overlay in the summer and fall of 2022, so the rating was adjusted from 'fair' to 'good'. Removing the amphitheater on the west side of the building improved supervision visibility as well as student safety.

The overall score of the building increased slightly from 81% to 83% due to these improvements.

I hope this report meets your expectations. Please feel free to contact me if you have any questions or concerns about this or other facilities within the district. Thank you.



School Facilities and Organization
 INFORMATION AND CONDITION OF SCHOOLS
Asset Preservation Program (APP) Report by Building

EASTMONT
 Board Report Present Date: Not Presente

-----2022-2023-----

SITE	BUILDING	BUILDING BOARD ACCEPTANCE DATE	APP YEAR	BUILDING CONDITION ASSESSMENT %	ANNUAL REVIEW COMPLETED BY	NEXT CERTIFIED BCA DUE
Eastmont Junior High School	Eastmont Junior High	6/14/2004	18	83.34	District	2028



Eastmont Junior High School - Eastmont Junior High

Building Details

PROFILE TYPE	Junior/Senior High School - Multi-Story
NUMBER OF FLOORS	2
BOARD ACCEPTANCE DATE	6/14/2004
CHARACTERISTICS	Occupied
ANNUAL REVIEW COMPLETED BY	District

This building is required to comply with the Asset Preservation Program

REPORTING YEAR	APP YEAR	BUILDING CONDITION ASSESSMENT	ANNUAL REVIEW COMPLETED BY	BOARD REPORT PRESENT DATE
2022-2023	18	83.34	District	Not Reported
2021-2022	17	81.86	Consultant	3/28/2022
2020-2021	16	82.94	Consultant	3/22/2021
2019-2020	15	88.76	District	3/23/2020
2018-2019	14	95.28	District	3/25/2019
2017-2018	13	95.30	District	3/26/2018

The next certified BCA is due: 2028

Building Inventory

AREA YEAR BUILT	DISTRICT ASSIGNED AREA	GROSS BUILDING SQ FT	GROSS INSTRUCTIONAL SQ FT	SCAP RECOGNIZED SQ FT	ORIGINAL OCCUPANCY DATE	ORIGINAL BOARD ACCEPTANCE DATE
2003	main	149,457	149,457	149,457	8/11/2003	5/24/2004
Building Totals		149,457	149,457	149,457		

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Foundations	Standard Foundation	A1010		90.00% Good
Slabs on Grade	Standard Slabs on Grade	A4010		90.00% Good
	Pits and Bases	A4040		90.00% Good
Water and Gas Mitigation	Building Subdrainage	A6010		62.00% Fair
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Other		

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Water and Gas Mitigation	<i>Comments:</i>	Water intrusion at gym retaining walls has caused gym floor to buckle.		
Superstructure	Floor Construction	B1010		90.00% Good
	Roof Construction	B1020		90.00% Good
	<i>Comments:</i>	Roof complete overlay summer of 2022 by Tremco.- LH		
	Stairs	B1080		90.00% Good
Exterior Vertical Enclosures	Exterior Walls	B2010		90.00% Good
	Exterior Windows	B2020		90.00% Good
	Exterior Doors and Grilles	B2050		62.00% Fair
	<i>Deficiencies:</i>	Deficient Hardware/Operating Parts		
	<i>Causes:</i>	Other		
	<i>Comments:</i>	Knuckle hinges at aluminum storefront doors are insufficient for student abuse and weight of doors and has led to substantial ongoing door maintenance. Piano hinges are needed. Deterioration due to age and abuse.		
	Exterior Louvers and Vents	B2070		90.00% Good
Exterior Horizontal Enclosures	Roofing	B3010	Low	100.00% Excellent
	<i>Comments:</i>	Replaced roof summer of 2022 by Trimco.		
	Roof Appurtenances	B3020		90.00% Good
	Horizontal Openings	B3060		90.00% Good
	Overhead Exterior Enclosures	B3080		90.00% Good
Interior Construction	Interior Partitions	C1010	Low	90.00% Good
	<i>Deficiencies:</i>	Damaged or Missing Materials		
	<i>Causes:</i>	Moisture Intrusion		
	<i>Comments:</i>	Substantial wear and tear and moisture damage from leaky roof.		
	Interior Windows	C1020		90.00% Good
	Interior Doors	C1030		90.00% Good
	Interior Grilles and Gates	C1040		90.00% Good
	<i>Deficiencies:</i>	Faulty Material		
	<i>Causes:</i>	Material Condition		

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Interior Construction	<i>Comments:</i>	Won-doors wearing out with excessive maintenance required.		
	Suspended Ceiling Construction	C1070		90.00% Good
Interior Finishes	Wall Finishes	C2010	Low	62.00% Fair
	<i>Deficiencies:</i>	Surface Appearance, Warped/Delaminating Finishes		
	<i>Causes:</i>	Moisture, Surface Damage		
	<i>Comments:</i>	Normal student abuse is causing wall finishes to show their age. Roof leak related water damage as well.		
	Interior Fabrications	C2020	Low	90.00% Good
	<i>Deficiencies:</i>	Surface Appearance		
	<i>Causes:</i>	Moisture, Other		
	<i>Comments:</i>	Normal student abuse is causing specialty finishes to show their age.		
	Flooring	C2030	Low	62.00% Fair
	<i>Deficiencies:</i>	Holes, Tears, Other, Stains, Discoloration		
	<i>Causes:</i>	Deterioration, Excessive Water, Other		
	<i>Comments:</i>	Normal student abuse is causing floor finishes to show their age.		
Stair Finishes	C2040	Low	62.00% Fair	
<i>Deficiencies:</i>	Other, Stains, Discoloration			
<i>Causes:</i>	Deterioration, Other			
<i>Comments:</i>	Normal student abuse is vinyl nosings and landing finishes to show their age.			
Ceiling Finishes	C2050		90.00% Good	
<i>Deficiencies:</i>	Other			
<i>Causes:</i>	Moisture			
<i>Comments:</i>	Widespread water staining from roof leaks.			
Conveying	Vertical Conveying Systems	D1010		90.00% Good
Plumbing	Domestic Water Distribution	D2010	Low	90.00% Good
	Sanitary Drainage	D2020		90.00% Good
	Building Support Plumbing Systems	D2030		90.00% Good
	General Service Compressed-Air	D2050		90.00% Good

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
HVAC	Heating Systems	D3020	Low	62.00% Fair
	<i>Deficiencies:</i>	Uneven Zone Coverage		
	<i>Causes:</i>	Misadjusted Air Balancing, Other		
	<i>Comments:</i>	Equipment is beginning to show wear and tear simply due to age. Rebalancing may be needed for some areas reporting inconsistent heating/cooling.		
	Cooling Systems	D3030	Low	62.00% Fair
	<i>Deficiencies:</i>	Uneven Zone Coverage		
	<i>Causes:</i>	Misadjusted Air Balancing, Other		
	<i>Comments:</i>	Equipment is beginning to show wear and tear simply due to age. Rebalancing may be needed for some areas reporting inconsistent heating/cooling. AHU compressors are at end of life, require replacement.		
	Facility HVAC Distribution Systems	D3050	Low	90.00% Good
	<i>Deficiencies:</i>	Inoperable Devices, Insufficient Air Flow		
<i>Causes:</i>	Equipment Obsolescence, Misadjusted Controls			
<i>Comments:</i>	New (2015) controls functioning well. Obsolete or worn-out equipment being repaired/replaced.			
Fire Protection	Ventilation	D3060		90.00% Good
	Fire Suppression	D4010		90.00% Good
	Fire Protection Specialties	D4030		90.00% Good
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Vandalism		
<i>Comments:</i>	Students damaged cabinets.			
Electrical	Facility Power Generation	D5010		90.00% Good
	Electrical Services and Distribution	D5020		90.00% Good
	General Purpose Electrical Power	D5030		90.00% Good
	Lighting	D5040	Low	90.00% Good
	<i>Deficiencies:</i>	Other		
<i>Causes:</i>	Other			

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Electrical	<i>Comments:</i>	System is in good shape, except lighting controls were obsolete on installation, have not performed well and have been difficult to service.		
Communications	Data Communications	D6010		90.00% Good
	Voice Communications	D6020	Low	62.00% Fair
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Other		
	<i>Comments:</i>	No intercom in kitchen. Intercom/clock system was obsolete on installation, has performed poorly and has been difficult to service. There is no exterior intercom.		
	Audio-Video Communications	D6030		90.00% Good
Electronic Safety and Security	<i>Comments:</i>			
	Distributed Communications and Monitoring	D6060	Low	90.00% Good
	Access Control and Intrusion Detection	D7010		62.00% Fair
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Other		
	<i>Comments:</i>	Numerous exterior doors do not have access control devices or security contacts.		
Integrated Automation	Electronic Surveillance	D7030		90.00% Good
	Detection and Alarm	D7050	High	90.00% Good
	Integrated Automation Facility Controls	D8010	Low	90.00% Good
	<i>Comments:</i>	Location: Throughout entire facility. Deficiency: Original controls system has completely failed. System obsolete and no longer supported. Corrective Actions: Replaced entire control system Additional: None.		
Equipment	Commercial Equipment	E1030	Medium	62.00% Fair
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Age Deterioration, Use Deterioration		

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Equipment	<i>Comments:</i>	Location: Kitchen Deficiency: Continued aging of food service equipment; replacements are occurring as needed. Corrective Actions: Frequent maintenance attention required. Building laundry facility similarly aging.		
	Institutional Equipment	E1040		90.00% Good
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Other		
	<i>Comments:</i>	Gym speakers are failing and require replacement. Exterior reader board not working and requires control board replacement.		
	Entertainment and Recreational Equipment	E1070	Low	62.00% Fair
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Equipment Deterioration, Physical Damage		
	<i>Comments:</i>	Student wear and tear on all athletic equipment and lockers. Commons and gym bleachers are requiring excessive maintenance and motor replacements due to age as well as damage caused by travel over buckled gym floor.		
	Furnishings	Fixed Furnishings	E2010	Low
Movable Furnishings		E2050	Low	90.00% Good
<i>Deficiencies:</i>		Surface Deterioration		
<i>Causes:</i>		Deterioration		
<i>Comments:</i>		Furnishings are showing surface wear in some classrooms. -LH		



EASTMONT SCHOOL DISTRICT

Relationships, Relevance, Rigor, Results

509.884.7169 • FAX: 509.884.4210 • WWW.EASTMONT206.ORG
800 EASTMONT AVE. • EAST WENATCHEE, WA 98802

TO: Board of Directors

FROM: Becky Berg, Superintendent

SUBJECT: Resolution No. 2023-04 Resolution to Approve Settlement in JUUL Litigation and the Settlement Offer for Government Entity Claims Against JUUL Labs, Inc.

DATE: March 13, 2023

CATEGORY

Informational Discussion Only Discussion & Action Action

BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

Enclosed is draft Resolution No. 2023-04 Resolution to Approve Settlement in JUUL Litigation and the Settlement Offer for Government Entity Claims Against JUUL Labs, Inc. Both of these documents need Board approval before proceeding.

ATTACHMENTS

Draft Resolution

FISCAL IMPACT

Funds to be used for vaping awareness

RECOMMENDATION

The administration recommends that the Board approve Resolution No. 2023-04 Resolution to Approve Settlement in JUUL Litigation and the Settlement Offer for Government Entity Claims Against JUUL Labs, Inc.

RESOLUTION NO. 2023-04

RESOLUTION TO APPROVE SETTLEMENT IN JUUL LITIGATION

WHEREAS, the School District is currently engaged in multi-district litigation against JUUL Labs, Inc. F/K/A PAX Labs, Inc.; James Monsees; Adam Bowen; Nicholas Pritzker; Hoyoung Huh; Riaz Valani; Altria Group, Inc.; Altria Client Services LLC; Altria Group Distribution Company; and Philip Morris USA, Inc., (the "Litigation"); and

WHEREAS, the Juul Defendants (as defined below) have reached a tentative agreement to settle the matters in dispute ("Settlement Agreement") while the Altria Defendants (as defined below) have not; and

WHEREAS, the Juul Defendants include JUUL Labs, Inc. F/K/A PAX Labs, Inc.; James Monsees; Adam Bowen; Nicholas Pritzker; Hoyoung Huh; and Riaz Valani; while the Altria Defendants include Altria Group, Inc.; Altria Client Services LLC; Altria Group Distribution Company; and Philip Morris USA, Inc.; and

WHEREAS, the Settlement Agreement with the Juul Defendants has been presented to the Board for final approval and the Board understands the Litigation with the Altria Defendants is ongoing; and

WHEREAS, the Board, after consideration of all factors, has determined that it is in the best interest of the School District to approve the Settlement Agreement with the Juul Defendants.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the Settlement Agreement and will take all necessary steps to effectuate the Settlement Agreement.

BE IT FURTHER RESOLVED, THAT the Board directs the Superintendent to execute the necessary documents to effectuate the Settlement Agreement.

ADOPTED by the Board of Directors of Eastmont School District No. 206, Douglas County, Washington, at a regular open public meeting thereof, held this 13th day of March 2023, the following Directors being present and voting in favor of the resolution.

EASTMONT SCHOOL DISTRICT NO. 206
DOUGLAS COUNTY, WASHINGTON

ATTEST:

BOARD OF DIRECTORS

Dr. Becky Berg, Superintendent/Secretary
p

Cindy Wright, Board President

Date

Meaghan Vibbert, Board Vice President

Jason Heinz, Board Member

Steve Piccirillo, Board Member

Whitney Smith, Board Member



Frantz Law Group
A Professional Law Corporation

Confidential Attorney-Client Communication

March 2, 2023

Eastmont School District
Dr. Becky Berg
bergb@eastmont206.org

Re: Settlement Offer for Government Entity Claims Against JUUL Labs, Inc. (“JLI”)

Dear Eastmont School District:

We are pleased to inform you that pursuant to the confidential, global “Government Entity Settlement Agreement” with JUUL Labs, Inc. (“JLI”), Eastmont School District is eligible to receive a gross offer of **\$102,654.15** to resolve its Government Entity claims against JLI. From that amount, attorneys’ fees, case costs, and the court-ordered Common Benefit Expense assessment will be deducted. In addition, any liens that may exist on the Settlement Funds must be satisfied and discharged before any Settlement Funds are released to Eastmont School District.

This gross settlement offer amount was determined by an allocation method and group of objective factors approved by the court appointed Mediator. The accompanying “JUUL School District Allocation Approach” document describes in detail those factors and the allocation methodology. The accompanying “Final Allocation: School Districts and Regional Education Agencies” document provides further information regarding the objective factors used in the allocation.

Please note, as explained further in the enclosed, “Description of Confidential Settlement Agreement” document, the gross settlement offer amount set forth above does not include any portion of the Bonus Payment funds to which DISTRICT will ultimately be entitled. The Bonus Payment funds to which DISTRICT will ultimate be entitled. The Bonus Payment funds could result in additional total payment of as much as 8.1% of the gross settlement offer stated above.

You are free to accept or reject this settlement offer, but we strongly recommend that you accept it. We believe that this is a fair and reasonable settlement offer for your Government Entity claims against JLI given (a) significant uncertainties regarding JLI’s solvency; (b) the JLI-related harm the Entity has suffered; and (c) the burdens, risks, uncertainties, time, and expense of continue litigation (expense that the entity would ultimately bear). In our opinion, this Settlement is the best opportunity to receive fair and reasonable compensation for your Government Entity claims in the foreseeable future. Based upon the knowledge and experience we have gained through our years of involvement in litigation against HJLI, we believe that settling now and received payment for your Government Entity claims is clearly in your best interest.

If you reject this settlement offer, your Government Entity claims against JLY will continue in the court system. This will involve substantial additional delay and expense to you, and you also run the risk of ultimately receiving nothing for your claims against this defendant.

If you choose to follow our recommendation and accept your Government Entity settlement offer, please carefully review all of the accompanying documents, and then do ALL of the following:

1. An individual authorized by law to enter into settlement agreements on behalf of the Government Entity should sign the accompanying “Government Entity Release of All Claims” (“Release”)
2. That same authorized individual should sign this letter where indicated below

Please return BOTH signed documents as soon as possible. You must return ALL PAGES of BOTH documents so that the processing of your claim will not be delayed.

A. Effect of Signing the Release

Please keep in mind that by its authorized representative signing the Release, the Government Entity is agreeing to accept the settlement money offered by JLI through the Settlement Program and, in exchange, is giving up its right to a trial against JLI and the other Released Parties⁵⁸. Of course, trial is risky because the Government Entity could win or lose its case. If the Entity goes to trial, the jury could award it more, less, or no money against JLI. In addition, even if the Entity is successful at trial, JLI always has the right to appeal any jury award. The appeal process may take anywhere from two to three years to complete and would result in additional costs and expenses in the Entity’s case. Any money awarded by the jury would not be paid to the Entity until the appeal process is complete and only if a finding has been made in the Entity’s favor. Further, an appeal could also result in a judgment in the Entity’s favor being set aside entirely, or a new trial could be ordered, meaning that the entire time-consuming, risky, and expensive litigation process would start over again.

Please note that the Release is a full and final release of ALL claims the Government Entity currently has, or may have in the future, against JLI and the other Released Parties” “concerning and/or connected with JUUL Products and/or with any injury with JUUL Products.” Please also note that, pursuant to the terms of the Release and the Settlement Agreement, the executed Release becomes effective concurrent with JLI’s payment of the Initial Government Entity Settlement Amount described in the accompanying “Description of Confidential Settlement Agreement.”

B. The Government Entity’s Net Settlement Offer Amount

As indicated at the outset of this letter, the *net* settlement amount the Government Entity will receive will be the gross settlement amount after deductions for attorneys’ fees, case costs, and the court-ordered Common Benefit Expense assessment. In addition, any liens

⁵⁸ Paragraph 10 of the enclosed Release sets out all of the Release Parties.

that may exist on the Government Entity's Settlement Funds must be satisfied and discharged by the Government Entity before any Settlement Funds can be released to the Entity.

The Government Entity's gross settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying "JUUL School District Allocation Approach" document and the "Final Allocation: Scholl Districts and Regional Education Agencies" document describe in detail those factors and the allocation methodology. Please feel free to contact us if you have any questions about how the settlement offer value of you Government Entity was determined.

C. When the Government Entity Should Expect to Receive Its Initial Settlement Payment

As explained in the accompanying "Description of Confidential Settlement Agreement," JLI's Initial Settlement Payment into the Government Entity Settlement Trust Account will be paid within 45 days of the federal MDL Court's Final Approval of the proposed class action settlement against JLI involving economics loss claims by consumers who said they overpaid for JUUL's vaping products. In an Order issued on January 30, 2023, Judge Orrick scheduled for August 9, 2023, the Final Approval of the class action settlement, JLI's Initial Settlement Payment into the Government Entity Settlement Trust Account would be made sometime after September 25, 2023.

The best way to ensure that your Government Entity receives its initial settlement payment as quickly as possible is to promptly review, sign, and review the Release and this letter, after you carefully review all of the accompanying documents. We will keep you apprised of any developments that may affect the timing of Judge Orrick's grant of final approval of the class action settlement and, thus, the anticipated date of JLI's Initial Settlement Payment to Government Entities.

Again, if you choose to follow our strong recommendation and accept your Government Entity settlement offer, please have an authorized official sign BOTH the Release and this letter where indicated and return all pages to BOTH executed documents to us as soon as possible.

If you have questions about any aspects of this agreement Government Entity Settlement, this letter, the Release, or any of the accompanying documents, feel free to contact me at (855)-735-5945.

Sincerely,

Frantz Law Group

READ AND AGREED:

I am an official of the Government Entity on whose behalf I am acting and affirm that I am authorized by law to enter into settlement agreements on behalf of the Government Entity. I affirm that any and all processes required by law for me to enter into a settlement agreement on behalf of the Government Entity have been followed. I affirm that I have read and understand this letter, this Release, and the accompanying disclosure documents, and I am consenting on behalf of the Government Entity to the terms of the aggregate settlement and the settlement offer described in this letter, the Release, and the accompanying documents.

Dr. Becky Berg

Printed Name

_____ Date

Eastmont School District Representative

Title within Government Entity

Signature

GOVERNMENT ENTITY RELEASE OF ALL CLAIMS

Eastmont School District, the undersigned Releasor (the “Releasor”), is a plaintiff in the Juul Labs Inc. (“JLI”), Marketing, Sales Practices, and Products Liability Litigation. Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Payments including its own expected settlement offer amount and has chosen to participate in the Government Entity Settlement Program⁵⁸ set forth in the Government Entity Settlement Agreement dated as of December 6, 2022. Releasor understands that the terms of the Government Entity Settlement Agreement and this Release govern the resolution of Releasor’s claim. Releasor understands and agrees that this Release shall become effective concurrent with JLI’s payment of the Initial Government Entity Settlement Amount described in the Settlement Agreement. Once effective, this Release shall release any and all Claims Releasor and the other Releasing Parties have, or may have in the future, against the Released Parties concerning and/or connected with JUUL Products and/or with any injury Releasor has ever claimed, or may at any time in the future claim, the Released Parties caused in whole or in part concerning and/or connected with Juul Products.

Accordingly, in consideration for the Released Parties’ agreement to establish the Government Entity Settlement Program, the significant expenses being incurred by JLI in connection with the Government Entity Settlement Program, and the compensatory restitution or remediation amounts to be received for the Releasor’s claim in connection with the Government Entity Settlement, Releasor hereby gives and makes the following Release. By signing this Release, Releasor understands and acknowledges that although Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Amount, including its own expected settlement amount, there is no assurance as to the precise amount of the payment to be made to any claimant under the Government Entity Settlement, and this fact shall in no way affect the validity or effect of this Release.

Definitions: As used in this Release, and in addition to the definitions set forth in the Preamble above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Release. Terms used in the singular shall be deemed to include the plural and vice versa.

1. “**Claim-Over**” occurs when (a) a settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party (a “Non-Released Party”) and obtains a resulting judgment (a “Non-Released Party Judgment”); and (b) such Non-Released Party in turn obtains a judgment against a Released Party on a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party’s joint liability with such Released Party.

⁵⁸ Capitalized terms are either (i) defined below, or (ii) in the Settlement Agreement. Capitalized terms that are used but not otherwise defined herein shall have the meanings given such terms in the Settlement Agreement.

2. “**Claims**” means any and all rights, remedies, actions, proceedings under any Law, claims, demands, causes of action, suits at law or in equity, verdicts, enforcement actions, suits of judgments and/or Liens, past, present, and future, and any fraudulent transfer, conveyance, and related types of claims, of any kind whatsoever.
3. “**Individual Government Entity Settlement Payment**” means any payment made to a Releasing Party.
4. “**Law**” means a law, statute, ordinance, rule, regulation, case, or other legal provision or authority.
5. “**Liabilities**” means any and all damages, civil fines, penalties, monetary impositions of any nature, expenses, injunctive relief, debts, liabilities, obligations, covenants, promises, contracts, agreements and/or obligations, of any kind whatsoever, past, present, and future.
6. “**Lien**” means any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest, or other adverse claim of any nature whatsoever against Releasor’s Individual Government Entity Settlement Payment.
7. “**Non-Released Party**” or “**Non-Released Parties**” means Altria-related entities, including but not limited to Altria Group, Inc., Altria Client Services LLC, Altria Enterprises, LLC, Altria Group Distribution Company, Philip Morris USA, Inc., and any past, present, and future parents, subsidiaries, and affiliates of such Altria related entities and any Person who is not JLI or a Released Party, including but not limited to other e-cigarette manufacturers, including but not limited to R.J. Reynolds, NJOY, VUSE, or any other vaping or e-cigarette company, or any of their respective past, present or future parents, subsidiaries, and affiliates. Nothing in the Settlement Agreement or in Release Document is intended to, or does, constitute a release of a Non-Released Party. For the avoidance of doubt, and by way of illustration only, if a Non-Released Party acquires a Released Party, then the Non-Released Party shall acquire the rights and obligations of that Released Party under this Release with respect to Released Conduct without enhancement or limitation.
8. “**Release**” means releases, waivers, acknowledgements, and agreements for the benefit of the Released Parties.
9. “**Released Claims and Liabilities**” means, collectively, (i) Claims that any Releasing Party may have ever had, may now have, or at any time hereafter may have against any Released Party and (ii) Liabilities that any Released Party may have ever had, may now have, or at any time hereafter may have to any Releasing Party, in the case of clause (i) and clause (ii), to any extent, or in any way, arising out of, relating to, resulting from and/or connected with any conduct a Released Party engaged in on or before the

Execution Date. For the Avoidance of doubt, Released Claims and Liabilities does not include claims against Non-Released Parties.

10. **“Released Parties”** includes: (i) JLI and its past, present, and/or future affiliates, assigns, predecessors, successors, related companies, subsidiary companies, directors, officers, employees, shareholders, advisors, advertisers, attorneys, insurers, and agents; (ii) past, present, and/or future manufacturers, suppliers of materials, suppliers of components, and all other persons involved in the development, design, manufacture, formulation, testing, distribution, marketing, labeling, regulatory submissions, advertising and/or sale of any JUUL Product or component thereof; (iii) past, present, and/or future distributors, licensees, retailers, sellers, and resellers of JUUL products; (iv) all past, present and/or future persons and entities that are indemnified by JLI in connection with JUUL Products by contract or common law rights of indemnification or contribution, including those listed on Exhibit 2; and (v) the respective past, present, and/or future parents, subsidiaries, divisions, affiliates, joint venturers, predecessors, successors, assigns, transferees, insurers, shareholders (or the equivalent thereto), directors (or the equivalent thereto), officers (or the equivalent thereto), managers, principals, employees, consultants, advisors, attorneys, agents, servants, representatives, heirs, trustees, executors, estate administrators, and personal representatives (or the equivalent thereto) of the parties referred to in this paragraph.
11. **“Releasing Parties”** means (i) Releasor and (ii) any and all Persons and/or entities within the Releasor’s authority to release Claims and/or Liabilities, whether their right to sue is independent, derivative, or otherwise.
12. **“Settlement Agreement”** means the Government Entity Settlement Agreement dated as of December 6, 2022.
13. **“Settlement Program”** means the Government Entity Settlement Program set forth in the Government Entity Settlement Agreement.

Releases: Except as set forth in this section “Pursuit of Certain Claims” below, on its own behalf and on the behalf of each other Releasing Party, Releasor hereby knowingly and voluntarily releases, relinquishes, and forever discharges the Released Parties from the Released Claims and Liabilities. Further, on its own behalf and on behalf of each other Releasing Party, Releasor hereby releases Released Parties from responsibility or liability for any individual settlement amount allocation, or division, or payment of any individual settlement amount in the Government Entity Settlement Agreement or Government Entity Settlement Program. Provided that nothing in this release eliminates or impairs the obligations of the Released Parties to fund the Government Entity Settlement Program under the Government Entity Settlement Agreement.

Releasor acknowledges that it may in the future learn of additional and/or different facts as they related to JUUL Products, the Released Parties’ activities as they relate to JUUL Products, and/or any injury Releasor has ever claimed, or may at any time in the future claim, JUUL Products

caused in whole or in part. Releasor understands and acknowledges the significance and consequences of releasing all of the Released Claims and Liabilities and hereby assumes full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that Releasor may hereinafter incur or discover. To the extent that any Law may at any time purport to preserve releasor's and/or any other Releasing Party's right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, Releasor hereby specifically and expressly waives (to the fullest extent permitted by applicable Law) each Releasing Party's rights under such Law. Releasor further acknowledges having had an opportunity to obtain advice of counsel of its choosing regarding this waiver, and having discussed it with such counsel to its satisfaction.

On its own behalf and on behalf of each other Releasing Party, Releasor acknowledges and agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created.

WITHOUT LIMITATION OF THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, MALICE, AND/OR CONDUCT OF ANY TYPE BY JLI, ANY OF THE OTHER RELEASED PARTIES, ANY RELEASING PARTY AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, ANY LATENT, FUTURE, OR WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.

Waiver of Civil Code Section 1542: Releasor, along with each of its personal representatives, officers, employees, attorneys, administrators and assigns, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code Section 1542, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasor acknowledges that it may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to claims in the future. Nevertheless, Releasor acknowledges that

this Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses, and it acknowledges and waives such claims.

In the event of a Recovery Claim in a bankruptcy of JLI or any of its affiliates that concludes by voiding or reversing the prior payment of the Initial Government Entity Settlement Amount by JLI or any of its affiliates, then the Releasor's Release shall become ineffective until such time as the Recovery Claim has been resolved to provide Releasor the benefit of its Individual Government Entity Settlement Payment. In the event of a Recovery Claim in a bankruptcy of one or more of the Backstop Parties that concludes by voiding or reversing the prior payment of the Initial Personal Injury Settlement Amount, then Releasor's Release shall become ineffective until such time as the Recovery Claim has been resolved to provide Releasor the benefit of its Individual Plaintiff Settlement Payment. For avoidance of doubt, however, Releasor must challenge the preference by every available means in bankruptcy and on appeal before attempting to re-open its litigation against the Released Parties.

Characterization of Settlement Payments: Releasor sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C § 162(f)(2)(A)) as set forth in its complaint, Plaintiff Fact Sheet, and any subsequent pleadings, as alleged damages for past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the "**Alleged Harms**"), and the amounts to be paid to Releasor under the Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Releasor. The amounts paid to Releasor are being paid as compensatory restitution to restore, in whole or in part, Releasor to the same condition or position it would have been in had it not suffered such Alleged Harms. No amount paid to Releasor represents reimbursement to Releasor for the costs of any investigation or litigation (except for the amounts paid for Attorney's Fees and Expenses pursuant to Section 16 of the Settlement Agreement) and no portion of any amount paid to Releasor under this Settlement Agreement is in lieu of any fine or penalty, and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

Attorneys' Fees; Division of Any Individual Government Entity Settlement Payment: Releasor understands that the Released Parties are not responsible for any attorneys' fees or costs Releasor has incurred or may at any time incur, including, but not limited to, entering into this Release and any other documents. Releasor understands that, with respect to Individual Government Entity Settlement Payment, any dispute regarding the division of such gross Individual Government Entity Settlement Payment between it and its counsel (if any) shall in no way affect the validity of this Release.

Pursuit of Certain Claims: Releasor agrees that it will never (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities of or against any Released Party; (ii) institute or participate in any new legal action (excluding criminal prosecutions) against any Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected with any

conduct a Released Party engaged in or on before the Execution Date , but specifically not including any legal action relating to or involving an e-cigarette or other vaping product by a Non-Released Party, provided such legal action against the Non-Released Party is not also brought against a Released Party; (iii) attempt to execute or collect on, or otherwise enforce, any judgment that may be entered against any Released Party in any legal action described in clause (ii) or its pending legal action against JLI; or (iv) take any legal or other action against any Released Party concerning the administration, settlement allocation, individual settlement amount, or any other aspect of the Government Entity Settlement Program.

Liens and Other Third-Party Payor Claims: Releasor agrees that prior to the first time, if any, that a Settlement Payment is made to it, Releasor shall identify the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment (and/or the right to receive such Settlement Payment) payable to it, through procedures and protocols to be established by the Government Entity Settlement Administrator for the Government Entity Settlement.

Releasor understands and acknowledges that satisfaction and discharge of any and all Liens with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) is its sole responsibility, to be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment (if any) can be disbursed to Releasor.

Prior to the first time, if any, that an Individual Government Entity Settlement Payment is made to it, Releasor shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged. Furthermore, upon request to the Government Entity Settlement Administrator, JLI shall be entitled to proof of satisfaction and discharge of any or all such Liens. Documentation of a holdback amount determined by the Government Entity Settlement Administrator shall count as sufficient proof for the release of funds to the Government Entity.

Claim-Over: Releasor agrees if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party (a “**Non-Released Party**”) and obtains a resulting judgment (a “**Non-Released Party Judgment**”); and (b) if such Non-Released Party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party’s joint liability with such Released Party (a “**Claim-Over**”), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

- (1) Releasor shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith settlement and that relevant state laws governing such settlements should be enforced;
- (2) Releasor, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by JLI or any of the other Released Parties against any Non-Released Party to dismiss any Claim-Over on the grounds that this Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over.

(3) Releasor, jointly with JLI, shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.

(4) In the event that the Non-Released Party obtains a judgment against the Releasing Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

Non-Party Settlement: To the extent that on or after the date of this Settlement Agreement Releasor settles any claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), Releasor shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which JLI or any other Released Party may be able to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released party with respect thereto, and/or (ii) a provision substantively identical to Section 16.4 of the Government Entity Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party’s joint liability with such Released Party.

No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.

Releasor, by accepting the settlement set forth in the Settlement Agreement, accepts that it is responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

Confidentiality: Releasor agrees to maintain confidence, and shall not disclose to any person, the amount of any Settlement Payment, except as may be required by applicable Law (including open records and open meeting laws) or to effectuate the settlement; provided, that Releasor understands that it may disclose such information to counsel, accountants and/or financial advisors, if any (each of whom Releasor shall, upon such disclosure, instruct to maintain and honor the confidentiality of such information). This provision shall not be construed to prevent Releasor from revealing that a settlement has been reached. Releasor agrees that if it breaches this confidentiality provision, money damages would not be a sufficient remedy and, accordingly, without limitation of any other remedies that may be available at law or in equity, JLI shall be entitled to specific performance and injunctive or other equitable relief as remedies for such breach.

ACKNOWLEDGEMENT OF COMPREHENSION: RELEASOR IS ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, JLI OR ANY OTHER PERSON. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THE SECOND PARAGRAPH IN THIS RELEASE. RELEASOR ACKNOWLEDGES THAT IT HAS READ THIS RELEASE AND THE GOVERNMENT ENTITY SETTLEMENT AGREEMENT, AND RELEASOR HAS HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF ITS CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THESE DOCUMENTS AND ITS DECISION TO PARTICIPATE IN THE GOVERNMENT ENTITY SETTLEMENT PROGRAM. RELEASOR FURTHER ACKNOWLEDGES THAT IT HAS DISCUSSED ALL THESE MATTERS WITH THE COUNSEL TO IT EXECUTING A “CERTIFICATION OF COUNSEL” ATTACHED TO THIS RELEASE, AND SUCH COUNSEL HAS ANSWERED ALL ITS QUESTIONS TO ITS SATISFACTION. RELEASOR FURTHER ACKNOWLEDGES THAT IT UNDERSTANDS THIS RELEASE AND AGREEMENT AND THAT ALTHOUGH IT HAS RECEIVED DISCLOSURE DOCUMENTS REGARDING THE ALLOCATION OF THE GOVERNMENT ENTITY FUND AND ITS EXPECTED SETTLEMENT AMOUNT THERE IS NO GUARANTEE OF THE PRECISE AMOUNT OF THE SETTLEMENT PAYMENT THAT IT WILL RECEIVE THROUGH THE SETTLEMENT PROGRAM.

Waiver of Certain Provisions Regarding Timing of Any Payments. If Releasor has any civil action pending in any jurisdiction that has enacted, promulgated, or otherwise adopted any Law containing provisions that establish specific time periods within which settlement funds, if any, must be paid to it in connection with the settlement of such civil action and/or impose sanctions, penalties or other similar obligations against the paying party if the settlement funds are not paid within such time periods and/or invalidate or otherwise affect the terms of the settlement of such civil action, Releasor hereby (i) specifically and expressly waives (to the fullest extent permitted by applicable Law) its rights under any such provisions and (ii) agrees that payment of any Settlement Payment shall be made solely in accordance with the terms and conditions of the Government Entity Settlement Program.

No Admission of Fault: Releasor understands and agrees that JLI has entered into this Release and the Government Entity Settlement Agreement solely by way of compromise and settlement. These documents are not and shall not be construed at any time to be, an admission or concession by JLI or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs’ allegations.

Representations and Warranties: Releasor hereby represents and warrants that Releasor has full power, authority and capacity to enter into this Release, which is enforceable in accordance with its terms. Except as set forth in the section “Attorneys’ Fees; Division of Any Individual Government Entity Settlement Payment” above, Releasor affirms that it has the sole right to

receive any and all Individual Government Entity Plaintiff Settlement Payments with respect to Releasor's claim under the Settlement Program. Neither Releasor nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

GOVERNING LAW: THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA, WITHOUT REGARD TO ANY CHOICE-OF-LAW RULES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

Severability: Releasor agrees that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be deemed amended to delete herefrom the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, Releasor hereby (on its own behalf and on behalf of each other Releasing Party) specifically and expressly waives any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

Electronic Signatures: This Release, and any exhibits thereto, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person.

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

Releasor has executed this Release on the date below, to be effective as of the date set forth in the first paragraph of this Release above:

Instructions: A person with authority to bind the Releasor to this Government Entity Release of All Claims must: (1) ensure that you entered the complete name of the Government Entity on page one of the Release; (2) type your electronic signature in the field labeled “By:”; (3) type in the title of the person signing the Release on behalf of the Government Entity; and (4) indicate the date of signature in the last line. Return the signed Release to your lawyer who will review it and provide it to the JUUL Government Entity Settlement Administrator

RELEASOR:

By: _____

Title: Eastmont School District Representative

Name: Dr. Becky Berg

Dated: _____

DESCRIPTION OF CONFIDENTIAL SETTLEMENT AGREEMENT
BETWEEN JUUL LABS, INC.
AND SETTLING GOVERNMENT ENTITY PLAINTIFFS

Juul Labs, Inc., and its successors and assigns (collectively “JLI”) has entered into a Settlement Agreement with court-appointed Plaintiffs’ Leadership in MDL No. 2913 and JCCP No. 5052 (together “Plaintiffs’ Leadership”¹) on behalf of all Settling Government Entity Plaintiffs and the JLI National Settlement Trust. The Settlement Agreement establishes a program to resolve, only as against JLI and the other Released Parties², the actions and claims that the Settling Government Entity Plaintiffs had, now have, or will have in the future against JLI in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products.

Total Value of Settlement and Payment Schedule

Plaintiffs’ Leadership negotiated a total gross Government Entity settlement fund with JLI of \$555,000,000 in Settlement Payments plus a maximum of \$45,000,000 in Government Entity Bonus Payments.

The **Settlement Payment** funds will be paid by JLI into the Government Entity Settlement Trust Account pursuant to the following schedule:³

- Initial Payment – a maximum of \$300,000,000 – to be paid within 45 days of Final Approval of the Class Action against JLI
- December 15, 2023 (Second) Payment – a maximum of \$60,562,500
- December 15, 2024 (Third) Payment – a maximum of \$60,562,500
- December 15, 2025 (Fourth) Payment – a maximum of \$66,937,500
- December 15, 2026 (Fifth) Payment – a maximum of \$66,937,500

Each Settlement Payment above will be divided such that the Municipality Portion is 21.5% and the School District Portion is 78.5%, *if all* Eligible Government Entity Plaintiffs agree to participate in this Settlement Program. Thus, the total *maximum* Settlement Payment funds to be received by the Settling Municipalities is \$119,000,000 and by the Settling School Districts is \$436,000,000. Pursuant to the Settlement Agreement, this allocation of the total Government Entity settlement fund was recommended and ultimately approved by the Mediator, Thomas J. Perrelli, who was appointed by the MDL Court.

¹ “Plaintiffs’ Leadership” means the court-appointed Plaintiffs’ Co-Lead Counsel in MDL No. 2913 (Sarah London, Dena Sharp, Ellen Relkin, and Dean Kawamoto), MDL Government Entity Liaison Counsel Tom Cartmell, and the court-appointed Public Entity Plaintiffs Co-Lead Counsel in JCCP No. 5052 (John Fiske and Rahul Ravipudi).

² The “Released Parties” are set out in the “Government Entity Release of All Claims” in Definition 10 (pages 2-3).

³ Under the terms of the Settlement Agreement, JLI has “the option to prepay the net present value of the remaining Annual Payments, at its election at an annualized discount rate of 12.5% of the nominal value of that portion of the remaining Annual Payments to which such prepayment is applied (which application shall be made in chronological order of the due date for such Annual Payments).”

Because the above payments by JLI are to be made over time, each Settling Government Entity Plaintiff will also receive its total allocated share of the Settlement Payment funds over time. That is, the Settling Government Entity will receive an Initial Payment of 54.05% of its total allocation, followed by: 10.91% of its total allocation on December 15, 2023; 10.91% on December 15, 2024; 12.06% on December 15, 2025; and 12.06% on December 15, 2026.

If an Eligible Government Entity Plaintiff declines to participate in this Settlement Program, an amount equal to that Government Entity's allocated share of the Initial Payment amount shall be deducted from the Initial Payment amount. And all subsequent payments to be made by JLI pursuant to the schedule above shall be similarly reduced to account for that non-settling Government Entity's allocated share.

The **Bonus Payment** funds will be paid by JLI into the Government Entity Settlement Trust Account pursuant to the following schedule:

- December 15, 2023 (along with Second Payment above) – a maximum of \$10,687,500
- December 15, 2024 (with Third Payment) – a maximum of \$10,687,500
- December 15, 2025 (with Fourth Payment) – a maximum of \$11,812,500
- December 15, 2026 (with Fifth Payment) – a maximum of \$11,812,500

Each Bonus Payment above will be divided such that the Municipality Portion is 21.5% and the School District Portion is 78.5%, *if all* Eligible Government Entity Plaintiffs agree to participate in this Settlement Program. Each Settling Government Entity will receive the same percentage of each Bonus Payment above as its percentage of the Total Allocation (as specified on the "Final Allocation: Counties and Cities" document).

As with the Settlement Payments above, if an Eligible Government Entity Plaintiff declines to participate in this Settlement Program, an amount equal to that Government Entity's allocated percentage share of the Initial Payment amount shall be deducted from each of the Bonus Payment amounts above.

In addition, the maximum Bonus Payment amounts above will be reduced under the terms of the Settlement Agreement if any New Government Entity Suit is filed during the time period of this Settlement Program. Any such lawsuit, filed by a Government Entity that is not an Eligible Government Entity Plaintiff under the Settlement Agreement, will result in a total deduction from the Bonus Payments of no less than \$50,000 and no greater than the estimated allocation that such New Government Entity would have received had its lawsuit been filed prior to October 3, 2022 (but after September 1, 2022).

Settlement Offer Values and the Claim Valuation Process

In order to be an Eligible Government Entity Plaintiff and participate in the Settlement Program, the Government Entity must have (1) filed a claim or cause of action against JLI or any Released Party as of December 6, 2022, or (2) retained, by no later than December 6, 2022, counsel who represent a different Eligible Government Entity Plaintiff that filed prior to December 6, 2022. A Government Entity under the Settlement Agreement is any U.S. domestic government entity, including but not limited to school districts, counties, cities, and municipalities (but not including Native American Tribes, U.S. States, or U.S. territories).

A total of approximately 1,547 Eligible Government Entity Plaintiffs are covered by the Settlement Agreement. The School District Portion of the Settlement Funds will be allocated to approximately 1,489 of these Entities (1461 School Districts and 25 Regional Education Agencies), and the Municipality Portion of the Settlement Funds will be allocated to 58 of these Entities (46 Counties, 11 Cities, and 1 County Health Agency). As noted above, each total Settlement Payment (and total Bonus Payment) will be divided such that the Municipality Portion is 21.5% and the School District Portion is 78.5%, assuming that *all* Eligible Government Entity Plaintiffs agree to participate in this Settlement Program. Thus, the total maximum Settlement Payment funds to be received by the Settling Municipalities is \$119,000,000 (plus a maximum of \$9,675,000 in Bonus Payments) and by the Settling School Districts is \$436,000,000 (plus a maximum of \$35,325,000 in Bonus Payments).

The accompanying "JUUL School District Allocation Approach" document sets out in detail the method and factors approved by the court-appointed Mediator for allocating the School District Portion of the Settlement Funds among the 1,489 Eligible School Districts. (A similar method is used to determine the allocation for the Municipality Portion of the Settlement Funds.) The accompanying "Final Allocation: School Districts and Regional Education Agencies" document sets out each of the 1,489 Eligible School District Entities' allocated percentage and dollar amount share of the \$555,000,000 total Settlement Payment along with each Entity's relevant allocation factors.

We believe that each Eligible Government Entity's settlement offer value under this Settlement Agreement fairly reflects the circumstances of each Government Entity's case against JLI. If you have any questions regarding the court-appointed Mediator's allocation factors and method, the amount of your allocated share of the Settlement Funds, or any aspect of the information provided in this "Description of Confidential Settlement Agreement" document, please contact us and we will be happy to answer your questions.

Use of Settlement Proceeds

The settlement proceeds are intended to be used for "compensatory restitution or remediation," and no amount to be distributed under the Settlement Agreement "represents reimbursement to any Settling Government Entity Plaintiff for the costs of any investigation or litigation (except for the amounts paid for Attorney's fees and Expenses pursuant to Section 19 of this Settlement Agreement)." Compensatory restitution or remediation are broad terms that are not specifically enumerated or defined in the Settlement and thus provide flexibility to Settling Government Entity Plaintiffs to use the settlement proceeds to address the problem of youth vaping and nicotine addiction. Each Settling Government Entity is required to designate a single appropriate official to file a return on IRS Form 1098-F reporting the amount distributable to the Settling Government Entity Plaintiff as restitution/remediation and a copy of such 1098-F form shall be provided to JLI.

Attorneys' Fees, Litigation Costs, and Common Benefit Assessment

Each Eligible Government Entity's Settlement Allocation -- detailed for School Districts in the accompanying court-appointed Mediator's "Final Allocation: School Districts and Regional Education Agencies" document -- is the Entity's gross settlement amount before the reduction for attorney's fees, case expenses, the court-ordered Common Benefit assessment, and any applicable liens.

The attorneys' fees to be paid by each settling Government Entity are those set forth in the Entity's attorney-client contract. Expenses to be reimbursed by a settling Entity will be reflected on the final "Disbursement Statement" (to be provided in the future) and will include case-specific and general expenses. Case-specific expenses are those that benefit a specific Entity (e.g., the costs of filing the Entity's lawsuit). General expenses are those that benefit a larger group of Entities represented by the same law firm. General expenses are allocated across the group of benefited Entities in accordance with the Entity's attorney-client contract. In addition, each settling Entity's net settlement amount will reflect a court-ordered assessment for the Common Benefit Fee and Expense fund of between 7% and 10% of the Claimant's total gross settlement amount.⁴ The common benefit Fee and Expense Fund assessment is used by the Court to reimburse the attorneys who spent time and outlaid expenses in connection with Common Benefit Work in the coordinated Federal and California litigation.

Liens

The "Government Entity Release of All Claims" ("Release") to be signed by each Settling Government Entity Plaintiff provides that the Entity "shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment." The Release further provides that the settling Government Entity is solely responsible for the "satisfaction and discharge of any and all Liens with respect to any Settlement Payment," and that prior to the first time that an Individual Government Entity Settlement Payment is made to it, the Entity "shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged."

Right of Termination

Under the terms of the Settlement Agreement, JLI retains the right to terminate this Settlement Agreement if more than a certain number of Eligible Government Entity Plaintiffs do not timely accept their settlement offers through the Settlement Program and submit a properly executed "Government Entity Release of All Claims." JLI also retains the right to terminate this Settlement Agreement if the MDL Court does not grant Final Approval to the Class Settlement Agreement for which the Court did grant Preliminary Approval on January 20, 2023. If this Settlement Agreement is terminated for any reason, the JUUL-related claims of each Eligible Government Entity against JLI shall revert to the same position they were in immediately prior to the execution of this Settlement Agreement, and those claims against JLI will continue to be prosecuted in the court system.

⁴ This assessment is required by parallel federal and state court orders: Case Management Order 5(A) "Establishing a Common Benefit Fee and Expense Fund," entered on May 27, 2020, by Judge William H. Orrick, U.S. District Court Northern District of California in *In re: JUUL Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation* (MDL No. 2913); and Case Management Order 10 -- "Public Entity Plaintiffs' Supplemental Common Benefit Order," entered on July 28, 2020, by Judge Ann I. Jones, Superior Court of the State of California, County of Los Angeles-Spring Street in *JUUL Labs Product Cases* (JCCP No. 5052). Both orders provide for a Costs Assessment of 2% and a Fee Assessment of 5% (or, in one instance, 8%) of the gross settlement amount. "Late Participating Counsel" under Judge Orrick's CMO 5(A) are the lone exception and are subject to an 8% Fee Assessment.

Confidentiality and Non-Disparagement

Under the terms of the Settlement Agreement and the Release, the terms of the Settlement Agreement are confidential and are intended to remain confidential to the extent permitted by law. No Government Entity or its counsel may disclose any terms of the Settlement Agreement, including the amount of any Settlement Payment to any Person except as may be required by applicable Law (including open records and open meeting laws) or to effectuate the settlement. A Settling Government Entity may disclose such information to its counsel, accountants and/or financial advisors, each of whom the Entity shall, upon such disclosure, instruct to maintain and honor the confidentiality of such information. This confidentiality provision is not to be construed to prevent the settling Entity from revealing that a settlement has been reached.

Please read the “Confidentiality” provision of the Release carefully. The Defendant may take legal action against a Government Entity including seeking injunctive or other equitable relief or an order requiring the breaching Government Entity to forfeit some or all of its settlement proceeds if it is determined to have violated the confidentiality provision of the Release.

In addition, the Settlement Agreement provides that neither JLI nor any Settling Eligible Government Entity Plaintiff nor “its counsel, or anyone else acting on behalf of any of them, shall make any premeditated public statement disparaging any Party [to the Settlement Agreement] or its counsel in connection with the Government Entity Plaintiffs’ cases, this Settlement Agreement or JUUL Products.”

JUUL School District Allocation Approach

This document describes the allocation method used to determine how a global settlement amount will be distributed among the group of litigating educational entities. A similar method is applied to the allocation for counties and cities. As of February 14, 2023, the total number of litigating educational entities was 1,489,¹ comprised of 1,464 school districts and 25 regional education agencies.² **Table 1** provides a distributional summary of litigating entities by type and size.

TABLE 1. SUMMARY OF LITIGATING EDUCATIONAL ENTITIES, BY ENTITY TYPE³

STUDENT POPULATION	SCHOOL DISTRICTS	REGIONAL EDUCATION AGENCIES	TOTAL
- 250	61	-	61
251 - 1,000	317	1	318
1,001 - 2,500	405	-	405
2,501 - 10,000	415	5	420
10,001 - 25,000	172	9	181
25,001 - 100,000	77	7	84
100,001 - 200,000	10	1	11
>= 200,000	7	2	9
Total	1,464	25	1,489
Percent of Total	98%	2%	100%
Median Size	2,157	16,934	

The allocation method relies on student population as the primary allocation factor, with the number of physical schools serving as a secondary factor for school districts. Given the heterogeneity of the group of litigating educational entities, the allocation method also incorporates additional weighting factors and rules establishing a minimum and maximum allocation per entity. The allocation method is described in greater detail below.

¹ Per the terms of the Master Settlement Agreement, the allocation excludes entities that did not retain counsel by 12/6/2022 or did not submit a Plaintiff Fact Sheet by 1/13/2023.

² Regional education agencies are agencies which provide specialized education services and support for more than one school district. These include County Offices of Education (CA), Educational Service Centers (OH), Boards of Cooperative Educational Services (NY), and Intermediate School Districts (MI).

³ As discussed further in Section A, regional education agencies may also directly administer a group of schools within its jurisdiction. In such instances, a regional education agency is counted twice – once as a school district and once as a regional education agency.

A. ALLOCATION FACTORS

Student population is the primary factor used to determine the share of a global settlement that each entity will receive, where each entity is provided a fixed dollar amount per student. Student population is drawn from the National Center of Education Statistics (NCES) Elementary/Secondary Information System (ELSI) for the school year 2020-21.^{4,5}

The allocation model includes a second factor: **number of schools**. The same NCES data set is used to determine the number of schools operated by each school district. This second factor is intended to recognize that a portion of abatement costs is driven by the number of schools that a school district operates.

For both student population and the number of schools, the allocation model weights elementary and middle school-aged students to high school-aged students at a ratio of one-third, and two-thirds, respectively. **Table 2** below shows how the model defines elementary, middle, and high school-aged students. Schools are defined based on the highest grade level served. For example, a school that serves kindergarten through fifth grade is defined as an elementary school where a school that serves kindergarten through eighth grade is defined as a middle school. These weightings recognize that the potential for JUUL use generally increases with age.

TABLE 2. GRADE-LEVEL WEIGHTING FACTORS

	WEIGHTING FACTOR	SCHOOL DISTRICTS
Elementary School (ES)	1/3	Grades PK-5
Middle School (MS)	2/3	Grades 6-8
High School (HS)	1	Grades 9-12

In addition to grade-level weighting, the allocation model incorporates the following additional factors:

- **Special Consideration for Bellwethers.** In recognition of the additional level of effort and associated litigation costs, all litigating entities that are serving as bellwether cases will receive a baseline allocation of 0.720 percent (or \$4.00 million under the current \$555 million settlement) and a weighting factor of 4.5.

In recognition of its role as both a municipality and an administrator of the local school district, the City of Rochester will receive a baseline allocation of 0.720 percent as a school district (or \$4.00 million under the current \$555 million settlement) and a separate baseline allocation of 0.0720 percent as a city (or \$400,000 under the current \$555 million settlement). In addition, the allocation method applies a 5.0 weight to the City of Rochester.

- **Regional Education Agencies.** The allocation method applies a 0.05 weighting to regional education agencies. This weighting is intended to recognize the more minimal level of engagement and interaction that occurs between these entities and students relative to school districts. Regional education agencies may also directly administer a group of schools

⁴ U.S. Department of Education. Institute of Education Sciences, National Center for Education Statistics. See Elementary/Secondary Information System. Available online at: <https://nces.ed.gov/ccd/elsi/>

⁵ For Regional Education Agencies, we calculate the population as the total population of all districts served by that agency.

within its jurisdiction; the method separately treats these schools and the associated student population as a school district for purposes of allocation.⁶

- **Litigation Risk Weighting.** The allocation method incorporates three factors to reflect litigation risk: (a) entity size as measured by student population, (b) filing status, and (c) state jurisdiction. Note, these weighting factors do not apply to bellwethers.

Entity Size. As previously discussed, the group of litigating entities is highly heterogenous with respect to the number of students that each entity serves. In general, there is an inverse relationship between entity size (based on the number of students served) and litigation risk. Accordingly, the allocation method incorporates the following weights based on student population (**Table 3**). These weights apply to both the per student and per school portions of the allocation method.

TABLE 3. LITIGATION RISK WEIGHTING BY SIZE CLASS: SCHOOL DISTRICTS

STUDENT POPULATION	WEIGHTING FACTOR
< 10,001	0.50
10,001 to 25,000	0.75
25,001 to 100,000	1.00
100,001 to 200,000	1.25
>200,000	1.50

Filing Status. In addition to size, the allocation method also considers filing status as a secondary risk factor. Specifically, we define three filing groups:

- Filing Group 1 includes entities filed before 9/1/2022.
- Filing Group 2 includes entities filed after 9/1/2022 or filed after 10/3/2022 but appearing on either of two MDL census lists.⁷
- Filing Group 3 includes entities filed after 10/3/2022 but retained prior to 12/6/2022. Any entity retained after 12/6/2022 is excluded from the allocation.

No adjustments are applied to entities in Filing Group 1. **Table 4** show the percentage discounts applied to Filing Groups 2 and 3. Note, the discount for Filing Group 3 is applied on top of the Filing Group 2 discount.

⁶ For example, San Diego County Office of Education supports all the districts in SD County (which include almost 500,000 students) and directly runs 7 schools with over 1,000 students.

⁷ The allocation method considers presence on either the MDL census dated 12/2019 and 10/4/2022.

TABLE 4. LITIGATION RISK WEIGHTING: SCHOOL DISTRICTS

STUDENT POPULATION	FILING GROUP 1	FILING GROUP 2		FILING GROUP 3	
		PERCENTAGE DISCOUNT	ADJUSTED-WEIGHT	PERCENTAGE DISCOUNT	ADJUSTED-WEIGHT
< 10,001	0.50	10%	0.45	65%	0.16
10,001 to 25,000	0.75		0.68		0.24
25,001 to 100,000	1.00	25%	0.75		0.26
100,001 to 200,000	1.25	40%	0.75		0.26
>200,000	1.50		0.90		0.32

State Jurisdiction. Finally, the method applies a 0.50 weighting for litigating entities located in the State of Oklahoma. This factor reflects information provided by the legal team regarding rulings issued by the Oklahoma Supreme Court that would have a likely negative effect on cases brought in that state.

B. MINIMUM AND MAXIMUM ALLOCATION PER ENTITY

Given the heterogeneity of the educational entities, the allocation method applies the following minimum and maximum allocation rules:

- **Minimum Allocation.** The minimum allocation for any entity is 0.0015 percent of the total settlement amount, or \$8,300 based on the current settlement amount of \$555 million. Funding for minimums is taken from all entities above the minimum in proportion to their original allocation excluding baseline allocation amounts to the bellwether entities.
- **Maximum Allocation.** The maximum allocation for any entity is 4.286 percent of the total settlement amount, or \$23.79 million based on the current settlement amount of \$555 million. Any funding in excess of the maximum allocation is redistributed to the remaining litigating entities in proportion to their original allocation excluding baseline allocation amounts to the bellwether entities. Entities that received the minimum allocation do not receive any of the redistributed 'excess' funding.

To execute the minimum and maximum allocation rules, we first find all entities below the minimum allocation and bring them up to the minimum allocation by redistributing funds from all entities which receive more than the minimum allocation. If this redistribution results in any entities falling below the minimum, the process is repeated. After ensuring that all entities receive the minimum allocation, we then find all entities above the maximum allocation. We redistribute all funding in excess of the maximum to the subset of entities below the maximum, excluding the subset of entities that received the minimum allocation. This process is repeated until no entities receive more than the maximum allocation.⁸

C. ALLOCATION PER STUDENT AND PER SCHOOL

The allocation is distributed using a defined dollar amount per student and, for school districts, an additional amount based on a defined dollar amount per school. To calculate the amount per student (or per school), the total amount allocated to students is divided by the total student (or school) population, adjusted for the weighting factors described above. The steps for calculating the

⁸ For the minimum and maximum allocation rule the process is repeated once under the current allocation.

per student allocation for school districts is described in greater detail below. The steps are the same for calculating the per school allocation for school districts.

To calculate the per student allocation for school districts:

1. Calculate the share of the global settlement allocated to students for school districts.

Under the current allocation method, 78.5 percent of the global settlement is allocated to school districts and 21.5 percent to municipalities (i.e., cities and counties). After taking into the baseline allocation for school districts (e.g., \$4 million for bellwethers), the remaining amount is allocated: 80 percent in proportion to the weighted number of students and 20 percent in proportion to the weighted number of schools. **Appendix A** provides an illustration of these allocations between school districts and municipalities, and within school districts, between students and schools.

2. Calculate the sum of the *weighted* student population for all school districts.

In the below formula, the *Entity Weight* refers to the product of all weighting factors applicable to a specific entity. For example, a regional education agency that serves 25,000 students has a weight of 0.0375 (i.e., 0.05 multiplied by 0.75).

$$\text{Total Weighted Student Population} = \sum_{\text{Entities}} \text{Weighted Student Population}_{\text{Entity}}$$

Where:

Weighted Student Population_{Entity}

$$= \left(\text{ES Students}_{\text{Entity}} \times \frac{1}{3} + \text{MS Students}_{\text{Entity}} \times \frac{2}{3} + \text{HS Students}_{\text{Entity}} \right) \times \text{Entity Weight}_{\text{Entity}}$$

Some examples:

The weighted population for a bellwether school district is the sum of the following three figures multiplied by an Entity Weight of 4.5:

- Elementary school students subtotal multiplied by 1/3
- Middle school students subtotal multiplied by 2/3
- High school students subtotal

The weighted population for a school district with less than 10,000 students is the sum of the following three figures multiplied by an Entity Weight of 0.50:

- Elementary school students subtotal multiplied by 1/3
- Middle school students subtotal multiplied by 2/3
- High school students subtotal

3. Calculate the 'dollar per weighted student' by dividing the per student portion of the allocation (Step 1) by the weighted student population (Step 2).

$$\text{\$ per Weighted Student} = \frac{\text{Per Student Portion of School District Allocation}}{\text{Total Weighted Student Population}}$$

Appendix B includes examples of the per capita calculations for students and schools for the global settlement amount.

D. ALLOCATION FORMULA

With the per student and per school allocation amount calculated, the formulas below calculate the allocation amount by entity type. **Appendix B** includes example allocations for representative school districts.

School District Allocation Formula

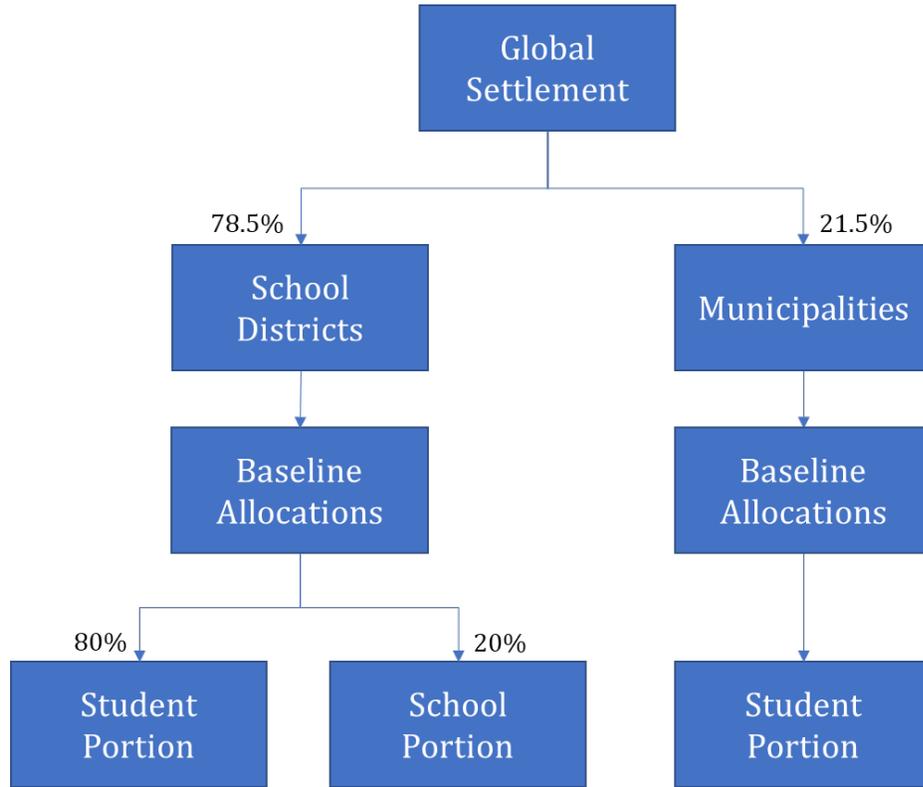
$$\begin{aligned} \text{Allocation}_{Entity} = & \text{Baseline}_{Entity} \\ & + \text{\$ per Weighted Student} \times \text{Weighted Student Population}_{Entity} \\ & + \text{\$ per Weighted School} \times \text{Weighted Number of Schools}_{Entity} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned} \quad \left. \vphantom{\text{Allocation}_{Entity}} \right\} \text{Per capita allocation}$$

Below is the allocation formula broken down separately between students and schools:

$$\begin{aligned} \text{Allocation}_{Entity} = & \text{Baseline}_{Entity} \\ & + \text{\$ per Weighted Student} \\ & \quad \times \left(\text{ES Student}_{Entity} \times \frac{1}{3} + \text{MS Student}_{Entity} \times \frac{2}{3} + \text{HS Student}_{Entity} \right) \\ & \quad \times \text{Entity Weight}_{Entity} \\ & + \text{\$ per Weighted School} \\ & \quad \times \left(\text{ES Campus}_{Entity} \times \frac{1}{3} + \text{MS Campus}_{Entity} \times \frac{2}{3} + \text{HS Campus}_{Entity} \right) \\ & \quad \times \text{Entity Weight}_{Entity} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned} \quad \left. \vphantom{\text{Allocation}_{Entity}} \right\} \begin{array}{l} \text{Weighted} \\ \text{Student} \\ \text{Population} \end{array}$$

$$\left. \vphantom{\text{Allocation}_{Entity}} \right\} \begin{array}{l} \text{Weighted} \\ \text{Number of} \\ \text{Schools} \end{array}$$

APPENDIX A. ALLOCATION FRAMEWORK



APPENDIX B. ALLOCATION FOR A 555 MILLION DOLLAR GLOBAL SETTLEMENT

Table B.1 shows the top-level splits for the current global settlement of \$555 million. Below we show in more detail the calculations for school districts.

TABLE B.1. ALLOCATION DISTRIBUTION FOR A \$555 MILLION GLOBAL SETTLEMENT

	\$ per Entity (Millions)	Total (Millions)	%
Settlement		\$555	
School District Portion		\$436	78.5%
Baseline for bellwethers	\$4.00	\$16	4%
Baseline for non-bellwethers	\$0.00	\$0	0%
Remaining for districts after baselines		\$420	96%
Student Portion		\$336	80%
School Portion		\$84	20%
Municipality Portion		\$119	21.5%

School District Allocation***Allocation per Student***

Table B.2 shows the number of students, unweighted and weighted, by grade level for all currently litigating school districts and regional offices of education. The calculation below shows the dollar per weighted student for a global settlement amount of \$555 million. Note, that the weighted number of students reflects all the allocation factors described in **Section A**.

TABLE B.2. ALLOCATION PER STUDENT: SCHOOL DISTRICT

Grade Level	Unweighted # of Students (Millions)	Weighted # of Students (Millions)
Elementary School (ES)	7.15	1.92
Middle School (MS)	3.66	1.97
High School (HS)	5.26	4.14
Total	16.07	8.03

*Totals may not sum due to rounding.

$$\begin{aligned}
 \text{\$ per Weighted Student} &= \frac{\text{Per Student Portion of School District allocation}}{\text{Total Weighted Student Population}} \\
 &= \frac{\$336 \text{ Million}}{8.03 \text{ Million Weighted Students}} \\
 &= \frac{\$41.8}{\text{Weighted Student}}
 \end{aligned}$$

Allocation per School

Table B.3 shows the number of schools, unweighted and weighted, by grade level for all currently litigating school districts and regional offices of education. The calculation below shows the dollar per weighted school for a global settlement amount of \$555 million. Note, that the weighted number of schools reflects all the allocation factors described in **Section A**.

TABLE B.3. ALLOCATION PER SCHOOL

Grade Level	Unweighted # of Schools	Weighted # of Schools
Elementary School (ES)	10,964	2,864
Middle School (MS)	9,137	4,524
High School (HS)	7,315	5,264
Total	27,416	12,653

*Totals may not sum due to rounding.

$$\begin{aligned}
 \text{\$ per Weighted School} &= \frac{\text{Per School Portion of School District allocation}}{\text{Total Weighted \# of Schools}} \\
 &= \frac{\$84 \text{ Million}}{12,653 \text{ Weighted Schools}} \\
 &= \frac{\$6.6 \text{ k}}{\text{Weighted School}}
 \end{aligned}$$

Distribution of allocation from minimum and maximum allocation rules

As discussed in **Section B**, the allocation method applies an iterative process to raise the allocation amount for all entities below the minimum and redistributing excess funding for entities above the maximum.⁹ **Table B.4** presents the aggregate change in funding from these two rules and then presents the change in allocation as a percentage for the subset of entities above the minimum but below the maximum.

TABLE B.4. REALLOCATION OF MINIMUMS AND MAXIMUMS (IN MILLIONS)

	Funding for minimums <i>A</i>	Excess from maximums <i>B</i>	Total to be redistributed <i>C = A + B</i>	Per capita allocation of entities not receiving min or max <i>D</i>	% change in per capita allocation <i>E = C/D</i>
School districts	-\$0.49	\$9.24	\$8.76	\$365.86	2.39%

*Totals may not sum due to rounding.

Tables B.5 to B.7 summarize allocations for *example* school districts under a global settlement amount of \$555 million.

⁹ For example, to implement the minimum allocation rules, the redistribution process is repeated only once. For the maximum allocation rule, the process is repeated once as well.

TABLE B.5. EXAMPLE ALLOCATION PER STUDENT PORTION

Entity (Filed before 9/1/2022)	Entity Weight <i>A</i>	# ES Students <i>B</i>	# MS Students <i>C</i>	# HS Students <i>D</i>	Total Students (Unweighted) <i>E</i>	Total Student (Weighted) ¹ <i>F</i>	\$ per Weighted Student <i>G</i>	Student Portion of Entity Allocation (\$ Millions) ² <i>H</i>
Bellwether school district	4.50	50,000	30,000	40,000	120,000	345,000	\$42	\$14.43
Midsize school district	0.75	5,000	3,000	4,000	12,000	5,750	\$42	\$0.24
¹ Total # of weighted students = $A \times (B \times \frac{1}{3} + C \times \frac{2}{3} + D)$ ² Student portion of the Allocation = $F \times G$								

*Totals may not sum due to rounding.

TABLE B.6. EXAMPLE ALLOCATION PER SCHOOL PORTION: SCHOOL DISTRICTS ONLY

Entity (Filed before 9/1/2022)	Entity Weight <i>A</i>	# ES School <i>I</i>	# MS Schools <i>J</i>	# HS Schools <i>K</i>	Total Schools (Unweighted) <i>L</i>	Total Schools (Weighted) ¹ <i>M</i>	\$ per Weighted School <i>N</i>	School Portion of Entity Allocation (\$ Millions) ² <i>O</i>
Bellwether school district	4.50	40	30	20	90	240	\$6,634	\$1.59
Midsize school district	0.75	4	3	1	8	3	\$6,634	\$0.02
¹ Total # of weighted schools = $A \times (I \times \frac{1}{3} + J \times \frac{2}{3} + K)$ ² Student portion of the Allocation = $M \times N$								

*Totals may not sum due to rounding.

TABLE B.7. EXAMPLE ALLOCATION TOTAL

Entity (Filed before 9/1/2022)	Entity Baseline (\$ Millions) <i>P</i>	Student Portion of Entity Allocation (\$ Millions) <i>H</i>	School Portion of Entity Allocation (\$ Millions) <i>O</i>	% Change in Per Capita Allocation <i>Q</i>	Redistributed Max and Min (\$ Millions) $R = Q \times (H+O)$	Total Entity Allocation (\$ Millions) $S = P+H+O+R$
Bellwether school district	\$4.00	\$14.43	\$1.59	2.39%	\$0.38	\$20.40
Midsize school district	\$0.00	\$0.24	\$0.02	2.39%	\$0.01	\$0.27

*Totals may not sum due to rounding.

Final Allocation: School Districts and Regional Education Agencies

Based on information available as of 2/15/2023

Number of Districts: 1,489 16,068,325 27,408 \$435,675,000 78.5%

State	District	Entity Type	NCES ID	MDL Centrality ID	Filing Category	Filed or Retained on or before 12/6/2022	PFS Submitted	On Exhibit 1	Student Population (PK - 12)	Number Schools (PK - 12)	Allocation	% of Total Allocation
DE	NEW CASTLE COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT	School District	1001280	MDL-5864	Filing Group 1	TRUE	TRUE	TRUE	4,644	4	\$113,048	0.0204%
PA	PENNRIDGE SD	School District	4218750	MDL-3593	Filing Group 1	TRUE	TRUE	TRUE	6,797	11	\$112,786	0.0203%
UT	MURRAY DISTRICT	School District	4900600	MDL-8988	Filing Group 1	TRUE	TRUE	TRUE	6,175	12	\$112,704	0.0203%
IN	PORTAGE TOWNSHIP SCHOOLS	School District	1809150	MDL-9949	Filing Group 1	TRUE	TRUE	TRUE	7,033	11	\$112,475	0.0203%
UT	UINTAH DISTRICT	School District	4901080	MDL-8965	Filing Group 1	TRUE	TRUE	TRUE	6,787	13	\$112,450	0.0203%
CA	GRANADA HILLS CHARTER DISTRICT	School District	0602206	MDL-9809	Filing Group 1	TRUE	TRUE	TRUE	5,462	1	\$112,297	0.0202%
PA	SENECA VALLEY SD	School District	4222440	MDL-4189	Filing Group 1	TRUE	TRUE	TRUE	7,250	8	\$112,274	0.0202%
IN	NORTHWEST ALLEN COUNTY SCHOOLS	School District	1808250	MDL-10495	Filing Group 2	TRUE	TRUE	TRUE	7,870	11	\$111,837	0.0202%
OR	REDMOND SD 2J	School District	4110350	MDL-10577	Filing Group 2	TRUE	TRUE	TRUE	7,070	13	\$111,241	0.0200%
WI	MCFARLAND SCHOOL DISTRICT	School District	5508910	MDL-5505	Filing Group 1	TRUE	TRUE	TRUE	6,091	9	\$109,886	0.0198%
PA	WILKES-BARRE AREA SD	School District	4226300	MDL-10878	Filing Group 2	TRUE	TRUE	TRUE	7,089	10	\$109,248	0.0197%
WA	MOUNT VERNON SCHOOL DISTRICT	School District	5305400	MDL-10450	Filing Group 2	TRUE	TRUE	TRUE	6,595	14	\$108,569	0.0196%
CA	JEFFERSON UNION HIGH	School District	0618930	MDL-3662	Filing Group 1	TRUE	TRUE	TRUE	4,236	5	\$107,706	0.0194%
DE	CAPITAL SCHOOL DISTRICT	School District	1000190	MDL-5976	Filing Group 1	TRUE	TRUE	TRUE	6,332	13	\$106,575	0.0192%
CO	MONTROSE COUNTY SCHOOL DISTRICT RE-1J	School District	0805790	MDL-3624	Filing Group 1	TRUE	TRUE	TRUE	5,836	14	\$106,563	0.0192%
WA	WALLA WALLA PUBLIC SCHOOLS	School District	5309450	MDL-9738	Filing Group 1	TRUE	TRUE	TRUE	5,438	16	\$106,311	0.0192%
TN	WARREN COUNTY	School District	4704350	MDL-6074	Filing Group 1	TRUE	TRUE	TRUE	6,236	11	\$106,082	0.0191%
WI	BELOIT SCHOOL DISTRICT	School District	5501050	MDL-5919	Filing Group 1	TRUE	TRUE	TRUE	5,923	14	\$105,995	0.0191%
PA	BENSALEM TOWNSHIP SD	School District	4203330	MDL-3650	Filing Group 1	TRUE	TRUE	TRUE	6,255	9	\$105,852	0.0191%
MI	GRAND HAVEN AREA PUBLIC SCHOOLS	School District	2616380	MDL-6381	Filing Group 1	TRUE	TRUE	TRUE	5,682	13	\$104,220	0.0188%
ID	JEFFERSON COUNTY JOINT DISTRICT	School District	1601570	MDL-8996	Filing Group 1	TRUE	TRUE	TRUE	6,287	12	\$103,918	0.0187%
WA	WEST VALLEY SCHOOL DISTRICT (YAKIMA)	School District	5309720	MDL-9748	Filing Group 1	TRUE	TRUE	TRUE	5,313	16	\$103,684	0.0187%
WA	EASTMONT SCHOOL DISTRICT	School District	5302310	MDL-9807	Filing Group 1	TRUE	TRUE	TRUE	6,044	11	\$102,654	0.0185%
MS	LAUDERDALE CO SCHOOL DIST	School District	2802430	MDL-4783	Filing Group 1	TRUE	TRUE	TRUE	5,587	11	\$102,378	0.0184%
CA	CENTRAL UNION HIGH	School District	0608010	JCCP-4587	Filing Group 1	TRUE	TRUE	TRUE	4,140	4	\$102,254	0.0184%
IL	COLLINSVILLE CUSD 10	School District	1710650	MDL-6086	Filing Group 1	TRUE	TRUE	TRUE	6,083	12	\$101,850	0.0184%
NJ	TOMS RIVER REGIONAL SCHOOL DISTRICT	School District	3416230	MDL-10674	Filing Group 3	TRUE	TRUE	TRUE	13,408	18	\$101,564	0.0183%
AZ	FLOWING WELLS UNIFIED DISTRICT (4405)	School District	0403010	MDL-9926	Filing Group 1	TRUE	TRUE	TRUE	5,407	11	\$101,504	0.0183%
CA	LAMMERSVILLE JOINT UNIFIED	School District	0601410	JCCP-4639	Filing Group 1	TRUE	TRUE	TRUE	6,397	8	\$100,618	0.0181%



EASTMONT SCHOOL DISTRICT

Relationships, Relevance, Rigor, Results

509.884.7169 • FAX: 509.884.4210 • WWW.EASTMONT206.ORG
800 EASTMONT AVE. • EAST WENATCHEE, WA 98802

TO: Board of Directors
FROM: Caryn Metsker, Executive Director of Financial Services
SUBJECT: Monthly Student Enrollment Report
DATE: March 13, 2023

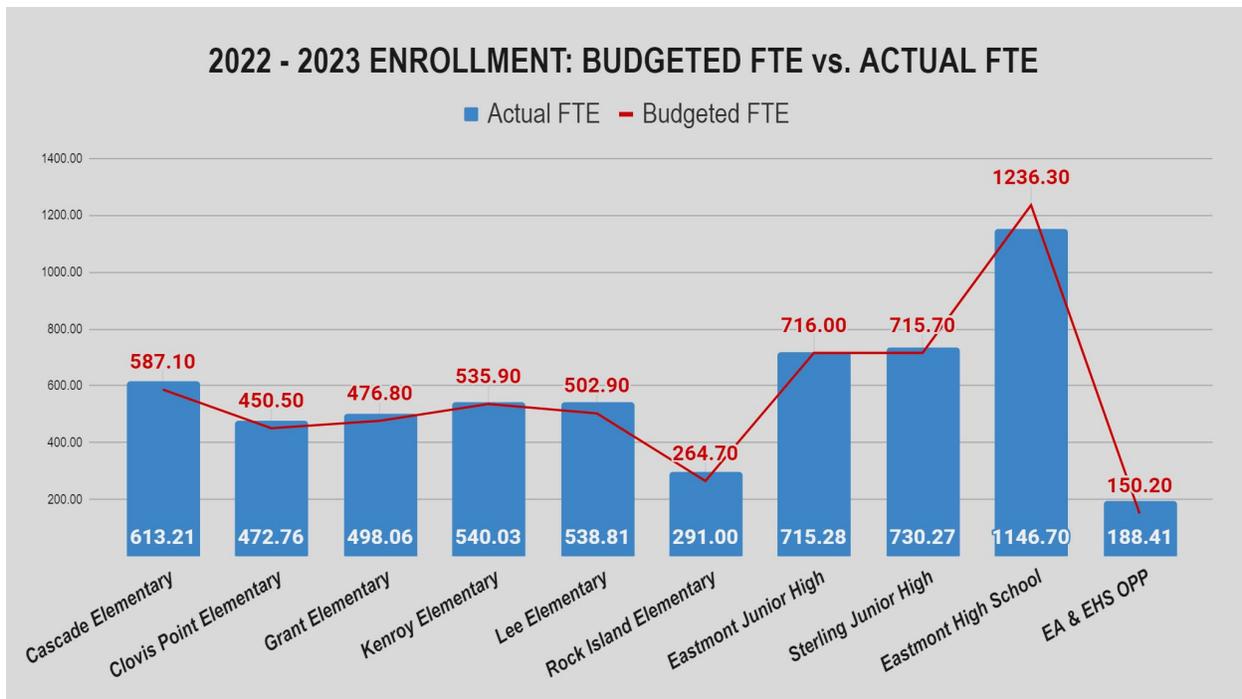
Official Count Day: Wednesday, March 1, 2023.

Total student head count reported, including our Alternative Learning program, is **5,855**. This is an increase of 107 from the headcount in March 2022, which was 5,748.

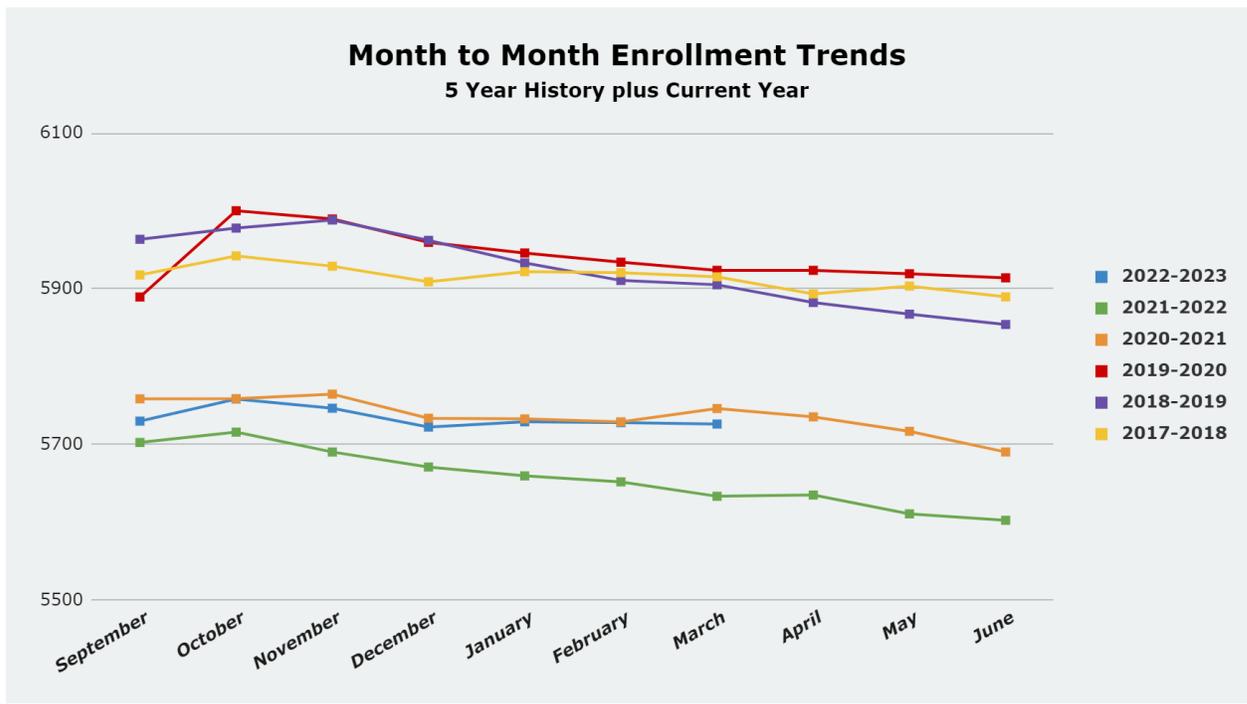
Total student Full Time Enrollment (FTE) reported is **5,735.90**. This is an increase of 99.80 FTE from the overall budgeted FTE of 5,636.10 for the 2022-2023 school year.

- K-12 Student enrollment is **62.42** more than expected
- ALE Program enrollment is **37.38** more than expected

The following chart compares budgeted to actual FTE by building:



The following chart reflects month to month FTE enrollment trends over the past five school years, plus the current 2022-2023 school year:



A comparison of other reported program enrollment as of January 2023 to 2021-2022 is below:

Program Name	Budget	Current Year Average	Prior Year Average
<i>Running Start (Head Count)</i>	132.00	158.00	142.00
<i>Special Education (Age K-21 Head Count)</i>	720.00	744.00	658.00
<i>Transitional Bilingual (Head Count)</i>	1,100.00	1,140.00	1,031.00
<i>Exited Transitional Bilingual (Head Count)</i>	110.00	123.00	257.00
<i>Career/Technical Education-Gr 7-8 (FTE)</i>	126.00	143.70	132.53
<i>Career/Technical Education-Gr 9-12 (FTE)</i>	328.00	358.63	332.41

Eastmont School District
FY 2022 - 2023 Monthly Enrollment FTE by Building

Building/Grade	Budget AAFTE	September	October	November	December	January	February	March	April	May	June	Annual Average	AAFTE Budget to Actual Variance	Prior Year AAFTE	AAFTE Variance from Prior Year
Cascade Elementary															
TK	0.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00				17.00	17.00	0.00	17.00
K	75.00	74.63	75.63	74.63	75.04	75.04	75.04	75.06				75.01	0.01	82.70	(7.69)
1	81.80	80.00	79.00	80.00	81.00	81.00	82.00	83.00				80.86	(0.94)	74.70	6.16
2	74.10	77.00	77.00	76.00	76.00	77.14	77.14	77.14				76.77	2.67	88.20	(11.43)
3	87.80	89.00	89.00	90.00	90.00	90.00	90.00	92.00				90.00	2.20	80.40	9.60
4	78.60	83.00	85.00	84.00	84.00	83.00	83.00	83.00				83.57	4.97	90.40	(6.83)
5	90.30	94.00	94.00	94.00	94.00	93.00	93.00	93.00				93.57	3.27	99.80	(6.23)
6	99.50	97.00	97.00	96.00	96.00	96.00	96.00	97.00				96.43	(3.07)	0.00	96.43
	587.10	611.63	613.63	611.63	613.04	612.18	613.18	617.20	0.00	0.00	0.00	613.21	26.11	516.20	97.01
Clovis Elementary															
TK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00	0.00
K	70.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00				64.00	(6.00)	56.60	7.40
1	56.20	70.00	69.18	69.18	70.18	70.18	70.18	69.18				69.73	13.53	61.90	7.83
2	62.80	70.00	69.00	68.00	67.00	66.00	67.00	68.00				67.86	5.06	59.30	8.56
3	59.10	65.00	65.00	65.00	65.00	64.00	64.00	65.00				64.71	5.61	64.90	(0.19)
4	66.50	65.00	66.00	66.00	65.00	65.00	65.00	66.00				65.43	(1.07)	61.90	3.53
5	61.50	60.00	59.52	59.52	60.00	60.00	60.00	59.00				59.72	(1.78)	75.00	(15.28)
6	74.40	80.00	80.00	83.00	83.00	83.00	80.00	80.18				81.31	6.91	198.40	(117.09)
	450.50	474.00	472.70	474.70	474.18	472.18	470.18	471.36	0.00	0.00	0.00	472.76	22.26	578.00	(105.24)
Grant Elementary															
TK	0.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00				17.00	17.00	0.00	17.00
K	70.00	64.09	64.09	64.09	63.09	63.09	64.00	64.00				63.78	(6.22)	65.60	(1.82)
1	64.70	70.00	71.00	72.00	71.00	71.00	73.00	73.00				71.57	6.87	64.00	7.57
2	65.70	66.00	66.00	66.00	66.00	66.00	66.00	66.00				66.00	0.30	72.90	(6.90)
3	72.80	74.00	74.00	75.00	75.00	75.00	76.00	76.00				75.00	2.20	60.40	14.60
4	60.90	63.00	63.00	65.00	65.00	66.00	67.00	67.00				65.14	4.24	58.80	6.34
5	60.70	55.00	55.00	55.00	56.00	56.00	56.00	57.00				55.71	(4.99)	81.90	(26.19)
6	82.00	83.00	83.00	83.00	84.00	83.00	85.00	86.00				83.86	1.86	0.00	83.86
	476.80	492.09	493.09	497.09	497.09	497.09	504.00	506.00	0.00	0.00	0.00	498.06	21.26	403.60	94.46
Kenroy Elementary															
TK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					0.00	0.00	0.00
K	70.00	64.09	63.09	64.09	64.09	64.09	65.09	65.09				64.23	(5.77)	62.50	1.73
1	62.30	72.00	71.00	69.00	68.00	68.00	70.00	70.00				69.71	7.41	69.60	0.11
2	69.80	78.09	78.09	78.00	78.00	78.00	79.00	80.00				78.45	8.65	87.50	(9.05)
3	86.20	91.00	90.00	90.00	89.00	92.00	92.00	92.00				90.86	4.66	86.80	4.06
4	88.40	77.00	77.00	77.00	77.00	79.00	81.00	81.00				78.43	(9.97)	72.70	5.73
5	73.20	73.09	73.09	73.00	72.00	72.00	74.00	73.00				72.88	(0.32)	86.70	(13.82)
6	86.00	86.61	86.61	84.00	84.00	85.00	86.00	86.00				85.46	(0.54)	0.00	85.46
	535.90	541.88	538.88	535.09	532.09	538.09	547.09	547.09	0.00	0.00	0.00	540.03	4.13	465.80	74.23
Lee Elementary															
TK	0.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00				17.00	17.00	0.00	17.00
K	70.00	78.43	82.43	80.86	80.86	80.86	79.86	80.34				80.52	10.52	70.10	10.42
1	70.00	68.00	69.00	70.18	68.18	68.18	69.18	69.33				68.86	(1.14)	60.80	8.06
2	58.10	67.00	69.00	68.00	67.00	66.00	66.00	67.00				67.14	9.04	77.70	(10.56)
3	77.80	72.00	73.00	76.00	75.00	74.00	76.00	76.00				74.57	(3.23)	73.00	1.57
4	73.00	72.00	74.00	73.00	73.00	73.00	75.00	75.00				73.57	0.57	71.60	1.97
5	71.40	77.00	78.00	79.00	79.00	80.00	79.00	80.00				78.86	7.46	82.40	(3.54)
6	82.60	79.00	80.00	80.00	77.00	77.00	77.00	78.00				78.29	(4.31)	0.00	78.29
	502.90	530.43	542.43	544.04	537.04	536.04	539.04	542.67	0.00	0.00	0.00	538.81	35.91	435.60	103.21
Rock Island Elementary															
TK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00	0.00
K	40.00	38.00	41.00	42.00	42.00	42.00	43.00	43.00				41.57	1.57	37.70	3.87
1	36.80	36.00	37.00	38.00	38.00	37.00	36.00	37.00				37.00	0.20	31.70	5.30
2	32.70	34.00	35.00	36.00	35.00	35.00	34.00	33.00				34.57	1.87	42.70	(8.13)
3	41.80	46.00	46.00	45.00	46.00	45.00	46.00	47.00				45.86	4.06	34.10	11.76
4	34.40	42.00	44.00	44.00	43.00	43.00	42.00	40.00				42.57	8.17	40.20	2.37
5	40.00	50.00	50.00	49.00	48.00	47.00	47.00	48.00				48.43	8.43	39.60	8.83
6	39.00	41.00	42.00	41.00	41.00	41.00	41.00	40.00				41.00	2.00	0.00	41.00
	264.70	287.00	295.00	295.00	293.00	290.00	289.00	288.00	0.00	0.00	0.00	291.00	26.30	226.00	65.00

Eastmont School District
FY 2022 - 2023 Monthly Enrollment FTE by Building

Building/Grade	Budget AAFTE	September	October	November	December	January	February	March	April	May	June	Annual Average	AAFTE Budget to Actual Variance	Prior Year AAFTE	AAFTE Variance from Prior Year
Eastmont Junior High															
7	203.60	197.29	199.46	200.46	203.69	202.45	203.67	203.67				201.53	(2.07)	225.70	(24.17)
8	228.70	229.61	228.91	224.34	225.28	225.89	226.83	223.51				226.34	(2.36)	282.10	(55.76)
9	283.70	292.78	293.70	288.70	286.87	287.22	282.20	280.44				287.42	3.72	457.50	(170.08)
10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.70	(0.70)
12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	1.00	(1.00)
	716.00	719.68	722.07	713.50	715.84	715.56	712.70	707.62	0.00	0.00	0.00	715.28	(0.72)	967.00	(251.72)
Sterling Junior High															
6	0.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00				2.00	2.00	1.00	1.00
7	237.20	254.16	256.04	257.04	254.10	254.46	254.61	254.61				255.00	17.80	232.20	22.80
8	230.20	228.93	229.17	227.41	226.93	229.20	229.20	228.20				228.43	(1.77)	249.50	(21.07)
9	248.30	249.76	248.45	248.32	242.15	241.64	238.81	237.67				243.83	0.00	241.50	2.33
10	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				1.00	0.00	0.00	1.00
	715.70	735.85	736.66	735.77	726.18	728.30	725.62	723.48	0.00	0.00	0.00	730.27	18.04	724.20	6.07
Eastmont High School															
9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	1.00	(1.00)
10	460.80	458.94	457.49	454.49	454.68	454.77	450.30	449.13				454.26	(6.54)	489.70	(35.44)
11	456.70	383.52	383.33	380.14	380.72	378.82	369.19	371.33				378.15	(78.55)	334.80	43.35
12	318.80	320.62	319.46	317.90	311.89	311.69	309.41	309.11				314.30	(4.50)	299.70	14.60
	1,236.30	1,163.08	1,160.28	1,152.53	1,147.29	1,145.28	1,128.90	1,129.57	0.00	0.00	0.00	1,146.70	(89.60)	1,125.20	21.50
Eastmont Academy/EHS Opportunities															
K	5.00	4.00	4.00	4.00	3.00	3.00	3.00	3.00				3.43	(1.57)	4.20	0.00
1	3.40	4.00	5.00	5.00	6.00	6.00	4.00	4.00				4.86	1.46	6.10	(1.24)
2	6.20	8.00	7.00	7.00	7.00	7.00	7.00	7.00				7.14	0.94	9.80	(2.66)
3	10.60	8.00	9.00	8.00	7.00	7.00	7.00	7.00				7.57	(3.03)	6.00	1.57
4	5.20	7.00	7.00	7.00	7.00	6.00	5.00	5.00				6.29	1.09	5.00	1.29
5	5.00	5.00	5.00	4.00	4.00	4.00	4.00	4.00				4.29	(0.71)	6.40	(2.11)
6	6.80	3.00	4.00	5.00	7.00	8.00	9.00	10.00				6.57	(0.23)	7.40	(0.83)
7	8.00	1.55	1.55	1.55	1.21	1.21	1.72	1.72				1.50	(6.50)	8.60	(7.10)
8	6.50	0.46	0.46	1.09	3.79	3.79	4.36	5.34				2.76	(3.74)	12.10	(9.34)
9	10.20	4.44	5.17	6.39	9.10	9.10	8.53	7.26				7.14	(3.06)	26.00	(18.86)
10	20.90	18.06	21.05	23.51	20.67	22.67	25.21	25.22				22.34	1.44	29.40	(7.06)
11	22.80	37.44	37.10	38.10	38.90	41.80	46.06	44.26				40.52	17.72	42.20	(1.68)
12	39.60	73.54	77.46	76.73	72.08	75.00	73.62	69.61				74.01	34.41	54.20	19.81
	150.20	174.49	183.79	187.37	186.75	194.57	198.50	193.41	0.00	0.00	0.00	188.41	38.21	217.40	(28.99)
TK - 12 Total	5,636.10	5,730.13	5,758.53	5,746.72	5,722.50	5,729.29	5,728.21	5,726.40	0.00	0.00	0.00	5,734.54			



Eastmont School District #206 Relationships, Relevance, Rigor, and Results Special Education Report for 2022-2023

Students and Staff

Student Information					Staff Information				
UPDATED REPORTING GUIDANCE (20-21)	3-5 yr olds (Not in Kinder)	Tier 1 (80-100%)	Tier 2 (Other)	Total SPED	Admin.	Cert.	Class.	Office	FTE Totals
December 2020	74	484	181	739	1.0	46.85	48.14	1.2	97.19
December 2021	55	453	199	707	2.0	48.42	67.13	1.5	119.05
December 2022	67	489	188	744	1.75	53.34	53.19	1.25	109.53

Allocated Revenues & Expenditures (This includes both Federal and State allocations from last year.)

Total Revenue: \$ 8,643,347 Total Expenditures: \$ 9,334,672

Program Expenditures Exceeded Revenue: \$ 691,325

2022-2023 Departmental Initiatives and Areas of Focus

- Inclusion Work - Kenroy, Rock Island, Clovis and Grant Elementaries are continuing their work with the Inclusionary Practices Mini Grants through the ESD.
- New Programs - Incorporation of a therapeutic trauma-informed behavior program and an intensive structured learning environment for students with high needs utilizing Applied Behavior Analysis (ABA) at Clovis Elementary (Candis Coble - Assistant Director of Special Education).
- Community Partnerships - ECEAP and Head Start partnerships are broadening our Early Childhood Learning continuum (Ami Collins - Part time Assistant Director of Special Education in Early Learning).
- Community Partnerships - Stemilt and Project Search are providing transitional internship opportunities. Enrollment is currently open and includes intradistrict contract options for families.
- WASA Review - Eastmont has partnered with the Washington Association of School Administrators for an independent analysis of Special Education to assist in future planning and implementation. The review will occur March 22-24 with a report of recommendations to follow.

District Goal/Strategy/Activity	Progress to Date/Available Data
(3000 A2) Decrease out of school suspensions	<ul style="list-style-type: none"> • Implementation of an ABA based behavior program at Clovis Elementary • Increased de-escalation training through QBS Safety Care model.
(4000 B3) Recognize Eastmont's website as primary communication avenue for our parents	<ul style="list-style-type: none"> • Special Education website links are up to date and include transition information for families.
(4000 B5) Invite younger parents and employees to assist with visioning and goal setting to ensure District meets emerging parent and employee expectations	<ul style="list-style-type: none"> • A Special Education Steering Committee is being developed. • Parent nights for K-12 transitions with community involvement are being developed.
(6000 B6) Maximize Federal Grants	<ul style="list-style-type: none"> • Compliance with IEP Online allows for future grant opportunities.
(6000 B7) Working within Federal/State Regulations	<ul style="list-style-type: none"> • WASA review will occur March 22-24.
(6000 B10) Special Education Revenue/ Expenditures	<ul style="list-style-type: none"> • Planning is in progress for Project SEARCH to bring in revenue through intra district student contracts. • Safety Net IEPs will be submitted this month. Review of additional costs to recoup through Medicaid Match is in progress.