



**Wenatchee School District No. 246
Wenatchee, Washington**

Minutes of February 9th, 2010 Regular Board Meeting

Board

Walter Newman, President
Kevin Gilbert, Vice President
Laura Jaecks
Jesús Hernández
Gary Callison

Staff

Brian Fones, Superintendent

I. REGULAR MEETING – 7:00 p.m.

Dr. Walter Newman, President, opened the regular board meeting at the Central Office at 7:00 p.m., with the Pledge of Allegiance.

II. CONSENT AGENDA

Dr. Newman asked for a motion to approve the consent agenda. Motion made by Kevin Gilbert, seconded by Gary Callison and the motion carried unanimously. The following items included in the consent agenda:

1) **MINUTES** of 1-26-10 regular board meeting.

2) **PERSONNEL REPORT:**

PREPARED BY: Lisa Turner, Human Resources Director

- February 26th, 2010 personnel report on file.

3) **VOUCHERS**

General Fund

Check numbers 538530 through 538753 totaling \$408,561.12

Capital Projects Fund

Check numbers 538754 through 538754 totaling \$1,091.50

Associated Student Body Fund

Check number 538755 through 538785 totaling \$34,547.44

Transportation Vehicle Fund

Check numbers 538786 through 538786 totaling \$369,761.38

4) **CONTRACTS:**

Date	New or Renewal or Revision	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract	Approved by Les?	PO Required?
01/22/10	New	Performing Arts Center of Wenatchee	Rental of Facility	\$3,530	4/21/10-4/24/10	Nancy Duffey/Carolyn Griffin-Bugert	Yes	Yes
				Account Code				
				5205 27 7000 000				
02/01/10	New	Argosy Cruises	Contract for FBLA students to explore behind the scenes	\$2,303	3/19/10	Jean Retallic/Eleanor Sellers	Yes	Yes
				Account Code				
				402 4435				
02/03/10	Renewal	Wenatchee Valley College	Contract agreement for provision of clinical experience between WVC Allied Health and WHS Health Occupations programs	N/A	January 2010	Eleanor Sellers/Mary Zontek	Yes	No
				Account Code				

5) **SURPLUS REPORT: 2/09/10 ON FILE**

IV. HIGH SCHOOL ASB REPORTS:

1) **WHS:** The ASB President Kelly Kurz reported details on the following activities.

- February 4th assembly for Academic Awards went very well with over 100 awards given out. Parents, students and staff attended.
- Spanish Night coming up at WHS – Food from La Fuente and Salsa dancing
- Reminder about ASB Leadership seminars - for the middle schools -Foothills on calendar

- Update on the winter sports: Swimming, Wrestling, Basketball – Regional
- Tie-Dye T-Shirt activity planned Feb. 23rd
- Janice Franz Talent Show Feb. 18th & 19th - acts have been chosen

V. CITIZEN COMMENT: None

VI. SPECIAL PRESENTATIONS:

1) Library System Updates:

- How libraries are using our Follett Destiny library online catalog.
- How we are partnering with the NCRL to provide online student resources.
- How we are utilizing Destiny to improve student learning.

Dan Gemeinhart – Mission View Librarian & Team Leader presented the information in a Powerpoint presentation and an on-line demonstration.

The following is the Powerpoint presentation:

**Follett Destiny
Wenatchee School District's
Online Library and Information Portal**

A Little Background...

- For years, WSD's libraries used a program called CASPR for its electronic library catalog
- CASPR was very cheap, but we got we paid for
- CASPR was not a powerful tool for students or teachers, and it did not meet current learning needs
- CASPR had frequent performance problems and our teacher-librarians wasted lots of hours performing basic tasks and trying to get it to work
- Last year, the School District decided to invest in a more powerful and effective library program to improve student learning and better utilize our schools' libraries as integral and essential resources for students and teachers
- The program that was purchased is called Follett Destiny
- Follett Destiny is a Powerful Tool for Students, Teachers, Parents and Teacher-Librarians
- It goes far beyond a program to catalog the books on our shelves
- It is an interactive, web-based tool that empowers users to be more engaged and effective users of information
- It promotes literacy and excitement about reading in our students

Destiny is Just What We Need, Right When We Need It Most

■Our Teacher-Librarian PLC has formulated and begun implementing our grade-level Library Power Standards. This brings more rigorous consistency to our instruction of important literacy and information skills.

■Our students are entering an increasingly information-driven world and economy, and are desperately in need of experience and skills in navigating that world.

Destiny is Just What We Need, Right When We Need It Most

■Classroom teachers are over-burdened with other curricular content requirements, testing demands, and state and federal mandates, leaving vital information skills on the periphery

■Full implementation of OSPI's Social Studies assessment - the CBA's - is around the corner. These performance-based research projects are information skill-intensive, and are a real challenge for our students and teachers

Follett Destiny Helps Us Meet Those Challenges

Let's take a look at how Follett is positively impacting

STUDENTS & TEACHERS

And

TEACHER-LIBRARIANS

At this point in the presentation Mr. Gemeinhart connected online and gave a very impressive demonstration how each group - Students, Teachers and Teacher-Librarians utilize the program.

The Benefits of Follett for our Libraries...

■Follett Destiny streamlines many of the administrative tasks of library staff

■Follett Destiny has cut down the time necessary to complete important tasks such as performing inventory, running reports, and adding new books to the collection

■This allows library staff to have more time to focus on collaborating with teachers, developing curriculum, promoting literacy, and instructing students on vital information skills.

Other Benefits of Follett for our District...

■Follett is a district-wide program...this means that it tracks students as they move from one building to another, and keeps track of books they need to return. This means less money spent on replacing lost books.

■Follett syncs automatically with our Skyward student information system, meaning WSD-enrolled students are automatically entered into Follett every morning. This means staff spends less time entering and deleting students as they move.

Other Benefits of Follett for our District...

■Follett is also being used very effectively at the High School for circulating text books and musical instruments.

This has :

- removed the textbook circulation responsibility from the teachers, so they have more time to teach.
- increased accuracy and tracking for unpaid fines
- enabled the Resource Center to circulate books to an entire class in less than 5 minutes
- resulted in successfully collecting more fines and improved the rates of students returning books

In Conclusion...

■The purchase of Follett Destiny has positively impacted student learning and district efficiency at every building

■It has made our teachers and students more empowered users of library resources and the wide world of information

■It has further strengthened our school libraries as vital centers of student learning, literacy promotion, and information skills instruction

■It has allowed our teachers and teacher-librarians to be more effective teachers, and is an invaluable resource in helping our students succeed at the academic challenges before them and to become prepared for the world that awaits

In Other News...

■Wenatchee School District teacher-librarians have partnered with the NCRL to provide even more opportunities for our students

■ Through cooperation with the NCRL, every WSD student now automatically has an account (using their district ID) with the NCRL that they can use to access the NCRL's extensive (and expensive) collection of electronic databases and online resources. This is huge.

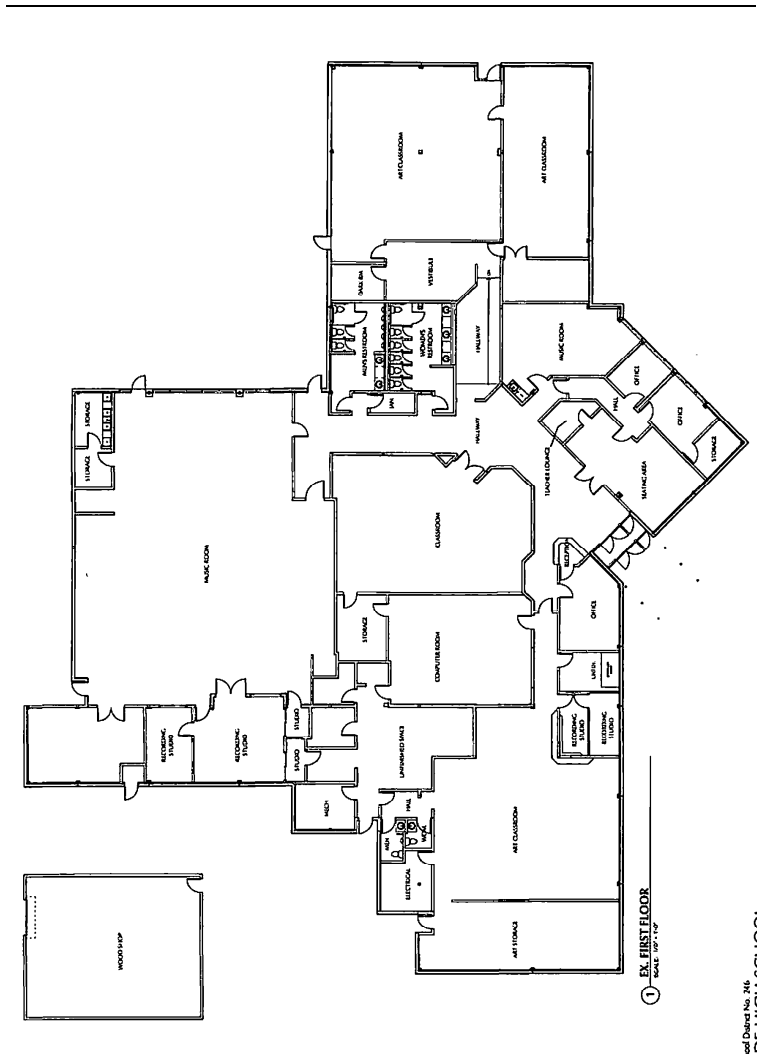
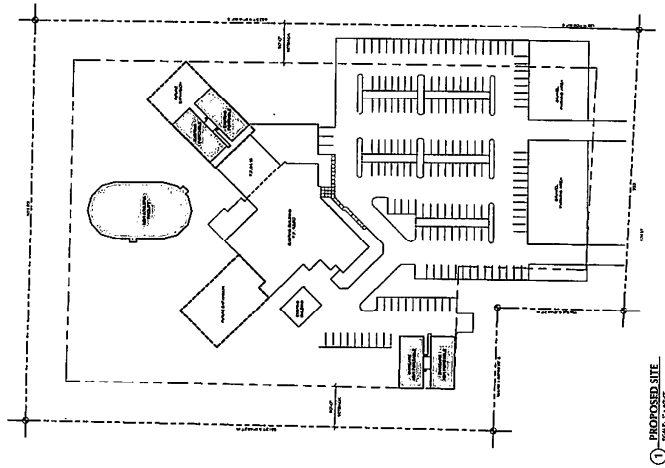
Discussion Points during the presentation:

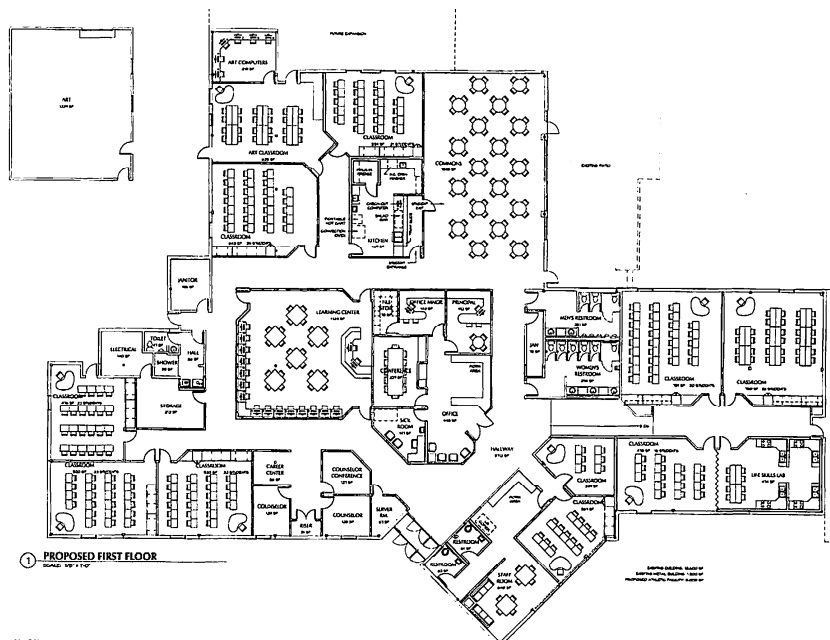
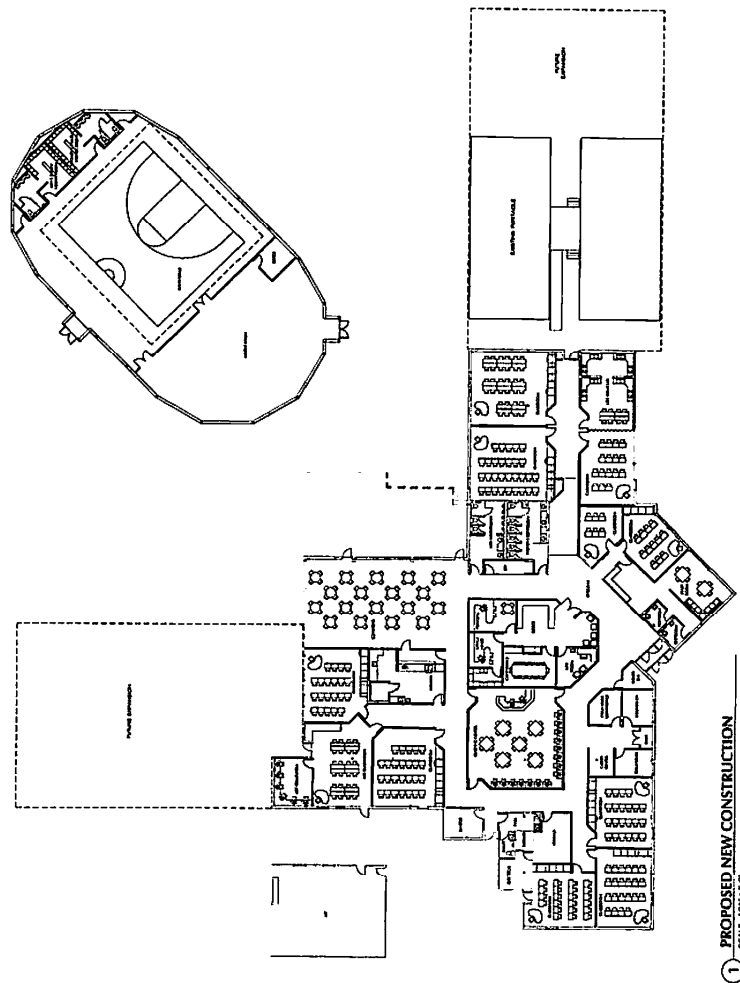
- Logging on process using student ID #
- Does the teacher know the range the of the student reader/how
- Parent communication - knowing of the availability of the resource
- Monetary savings to the district
- Internet filtering advantage
- Many search options for the students
- Destiny Quest - features
- Web-path Express opportunities
- School library online access and drag shelve feature
- Email communication for teachers to pull books needed for classroom lessons
- Time efficiency allowing teachers to spend more time teaching students

The board and superintendent thanked Mr. Gemeinhart for the informative presentation.

2) WestSide High School – Architectural Design Concept

Tom Bassett & Chris Goodwin shared updated drawings to the board for viewing and Mr. Bassett walked the board through the architectural design.





Extensive discussion & questions followed with highlighted points of interest:

- Are we addressing current #'s or allowing for growth? Jeff Johnson helped answer some of the questions; we are allowing for some growth at the same time making better use of space.
- The architects met with the principal and faculty, M&O, engineers and Gary Callison several times to revise the plan in order to keep the plan as close to their needs as possible.
- Everything was taken into consideration; locks on doors, gymnasium addition for P.E., location of restrooms, open corridors for safety, movement and flow of students.
- Challenges of remodeling an existing building that was built in 1985
- Made design so that additional windows can be added.
- What about lead base paint, is it present in the building, how can we test it?
- No showers in the gymnasium but restrooms and locker rooms are included in design.
- Further down the road we will get student input, currently they are very happy about the prospects of a larger facility.
- Size of some of the classrooms; dividers are moveable, Bridges program only allows 4-5 students, and size of the night program
- Security issues were addressed with Bob King and he gave his input
 - Additional lighting for the parking lot is going to be necessary
 - Camera's are going to have to be added and conduits will be put in for that

- A lot of updating will take place throughout the building

Mr. Flones added that we need to have a plan on how we will finance this project. With the \$2.5 million short fall by 2012 there are challenges. The board thanked Mr. Bassett for the update.

3) Budget Status Report:

CFO Mr. Vandervort gave the following report to the board.

Prepared by: Les Vandervort, Chief Financial Officer

Date: February 2, 2010

Re: **December 2009** Budget Status Reports

For each of the District's five funds, the budget status report shows the annual budget, the year-to-date revenues and expenditures, and the percent received/expended. The highlighted figure at the foot of each "Actual" column is the ending fund balance for that fund.

GENERAL FUND With **33%** of the fiscal year elapsed, Total General Fund revenues were **30.28%** and expenditures were **29.3%** of budgeted amounts.

- The Ending Unreserved fund balance of **\$5,142,055** is **6.675%** of budgeted expenditures.
- Restricted Fund Balance is set aside for carryovers in special programs, maintenance projects, unemployment reserve, and property purchase contingency.
- The district's M&O Levy for 2010 collection is \$9,890,000.
- The 2009 levy rate is about \$3.14 per thousand dollars assessed value.

CAPITAL PROJECTS FUND The ending fund balance of **\$2,700,070** is designated for remodeling, miscellaneous building projects, and specific projects.

- This includes a transfer of \$2,500,000 from the General Fund for the exchange of property between Wenatchee School District and Wenatchee Valley College for the Westside High School project.

DEBT SERVICE FUND The ending fund balance of **\$1,374,320** is reserved for payment of bond principal and interest payments which are due each December and June. Revenues consist primarily of property taxes, which are levied annually to provide adequate funds for the bond payments.

- The December 2009 debt service payment was \$1,765,253.13, which includes \$1,125,000 in principal.
- The 2002 Bonds were refinanced January 26, 2010 through Seattle NW Securities. The net savings in debt service payments to Wenatchee taxpayers is \$1,565,823 through the final maturity date of December 1, 2021.

ASB FUND Revenues are **28.4%** of the amount budgeted for the year. Expenditures are **21.5%** of budget. The Total Ending Fund Balance is **\$551,119**.

TRANSPORTATION VEHICLE FUND The ending fund balance of **\$490,972** is available for purchase of school buses.

- The total cost for three (3) new buses is expected to be about \$369,761. Two of the buses have been received by the Transportation Department. The third bus is en route.

Discussion followed on these points:

- Formula used for buying buses
- Funding for buses out of general fund
- Fuel efficiency in relation to cost effective
- Challenges of fuel alternatives
- Safety on the road
- Board suggested that we need to look at fuel efficiency to be responsible citizens.
- We will ask Marcia Hahn to give a report on the fuel efficiency subject.

4) Enrollment Reports for February 2010

CFO Mr. Vandervort gave the following report to the board.

Prepared by: Les Vandervort, Chief Financial Officer

Date: February 3, 2010

Re: Enrollment Reports for February 2010

Breakdown of exhibits A through D:

Exhibit A - Monthly Enrollments.

- The **February 2010** count of K-12 students is **7,663.68 full-time equivalents (FTE)** including 138.73 FTE Running Start students (Running Start counts began in October). The count includes Wenatchee Valley Technical Skills Center.
- The *average* FTE is **7,671** which are **191 FTE** above budgeted *average* FTE of 7,480. Note the budgeted enrollment is adjusted for All Day Kindergarten (ADK) funding approved by SPI after submission of the budget.

Exhibit B

- Shows the changes in our average FTE enrollment, as reported to SPI, for the last ten years. Changes in funding for all day kindergarten plus the addition of the Wenatchee Valley Technical Skills Center creates the perception that enrollment is increasing more than it actually is. Exhibit B reflects the history of our

actual funding level of FTE. Exhibit C reflects the actual increases in enrollment by restating enrollment in prior years for all day kindergarten and Skills Center.

Exhibit C

- Is a restatement of enrollment from 2000-01 for better comparability.
- Kindergarten is restated based on headcount rather than FTE due to the state funding formula changes. All day kindergarten at Columbia has been BEA funded since 2007-08. All day kindergarten at Lewis & Clark, Lincoln, and Mission View has been BEA funded since 2008-09.
- The current Wenatchee Valley Technical Skills Center counts for grades 9-12 have been included in the prior year counts.

Exhibit D

- Shows the monthly information in graphic form, with a comparison to last year's adjusted enrollment and 2009-10 budgeted numbers.

Also included were exhibits showing enrollment by school and all exhibits are available on request.

Brief discussion followed and there were no additional questions. The board thanked Mr. Vandervort for the report.

VII. OLD BUSINESS:

1) Chelan County Port Option -NC Tech Skills Center:

Superintendent Brian Flonas presented the Chelan County Port Option Agreement made between Wenatchee and Eastmont School districts for approval. The board reviewed it at the last board meeting. Mr. Flonas asked for questions. There were none. He asked for approval to move forward.

MOTION MADE: By Gary Callison to approve Chelan Co. Port Option NC Tech Skills Center as presented by Mr. Flonas.

SECONDED & PASSED UNANIMOUSLY: Seconded by Kevin Gilbert and passed unanimously.

2) NCLB Master Contract for Supplemental Educational Services

Ms. Nancy Duffey, Director of Special Programs, presented the following contract to the board for information and it will come before the board approval as a consent agenda item when put into use by a party/vendor/provider.

NO CHILD LEFT BEHIND Master Contract for Supplemental Educational Services

This Contract entered into by and between Wenatchee School District (hereinafter referred to as DISTRICT) and _____ (hereinafter referred to as PROVIDER) for Supplemental Educational Services to District students (hereinafter referred to as Students) on the _____ day of _____.

In consideration of the promises and mutual covenants and agreements set forth in this Contract, the DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE

A. The purpose of this Contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by PROVIDER to DISTRICT for Students under the provision of No Child Left Behind (NCLB).

B. PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for Students as described in each Student's Individual Learning Plan.

C. List of students receiving supplemental educational Services listed under Appendix A.

II. CONTRACT DURATION

This contract shall become effective on _____ and shall remain in effect until _____. Terms of contract shall be from date of execution of contract until objectives set forth in individual student plans have been achieved or the amount available of \$1,300.00 for such services expended or upon the expiration of one year. In no case shall the term extend one school year.

III. PROVIDER RESPONSIBILITIES

A. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

B. PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.

C. PROVIDER shall conduct criminal background checks for all its staff members who have direct contact with children under this contract.

a. PROVIDER will obtain a criminal background check on each such of its staff members prior to such staff member providing any tutoring services under this contract. Criminal background checks will be obtained by the PROVIDER from the State of Washington Bureau of Criminal Apprehension and the county of the staff member's residence, or, if such staff member has not resided in the current county of the State of Washington for at least six months, the next, most recent county or the State of Washington for at least six months, the next, most recent county and/or state of residence will be checked.

b. Any conviction appearing on a criminal background check must be presented by mail or courier to the Superintendent/designee for the DISTRICT. The PROVIDER shall include the following information on company letterhead; the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Superintendent/designee will review the criminal background report and make the final decision as to whether or not the PROVIDER'S staff member will be allowed to provide service to the DISTRICT under this contract. The PROVIDER must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.

D. PROVIDER shall begin services within sixty (60) calendar days from the time the DISTRICT releases student registration information to the PROVIDER. If the PROVIDER is unable to start services within that time, the student will be assigned to another PROVIDER.

E. PROVIDER is prohibited from offering incentives of any value to Parents/Guardians or their Students for selecting the PROVIDER'S Supplemental Educational Services. If student incentives are offered, the incentives must be appropriately related to the purpose of the student's Individual Learning Plan for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the Individual Learning Plan. Additionally, the incentive or reward must be directly related to a motivational activity which is part of the provider's plan to facilitate academic achievement. The cost of the incentives and/or rewards must be of nominal value and must not diminish the effectiveness of the original intent of Supplemental Educational Services as set forth in the "No Child Left Behind" legislation of 2001.

F. PROVIDER shall complete their portion of the Individualized Learning Plan (ILP) for each student within thirty calendar days (30) of beginning services. PROVIDER will not be paid until an Individual Learning Plan is signed by the student's Parent/Guardian and is received and approved by the DISTRICT. PROVIDER shall make no changes in this Student's Individualized Learning Plan without the written consent of the DISTRICT and each Student's Parent/Guardian.

G. PROVIDER shall provide Supplemental Educational Services to each Student in accordance with each Student's Individualized Learning Plan in a format mutually agreed upon between the DISTRICT and PROVIDER, created by PROVIDER. Such instruction will take place outside of the regular school day.

H. PROVIDER shall provide a written progress report to the DISTRICT and each Student's Parent/Guardian a minimum of two times during the course of the service period or after each 50% of service has been provided, describing each Student's progress as it relates to the student's learning goals in a format and to the extent practicable, a language that such parents can understand.

I. PROVIDER shall notify DISTRICT of the location and/or change in location, at which it is providing services to DISTRICT'S eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each STUDENT'S instructional program by DISTRICT. Such access shall include unannounced monitoring visits. DISTRICT representatives shall have access to observe each Student at work, observe the instructional setting, interview the Provider, and review each Student's progress and all student records maintained on site.

J. PROVIDER shall maintain daily records of student services provided, including the name/address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT.

K. PROVIDER shall submit to DISTRICT monthly invoices which will include the total number of service hours and fees, along with attendance records for the month. Invoices will be submitted by the 5th day of the month following delivery of services for that month.

L. PROVIDER shall receive compensation only for sessions attended by DISTRICT students, provided the sessions do not exceed the per student allotment. Provider will not receive compensation for student absences.

M. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in the Student's Individual Learning Plan. A PROVIDER that desires to use DISTRICT facilities must make a separate application for use of facilities and when applicable, payment for such use. PROVIDER will follow the DISTRICT'S Use of Facilities procedures.

N. PROVIDER shall retain any and all books, documents, papers, reports and any other records related to the services PROVIDER provides to each Student for six (6) years. PROVIDER agrees that the DISTRICT or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Contract.

O. PROVIDER'S accounting practices and procedures relevant to this Contract shall also be subject to examination by the DISTRICT or its duly authorized representative as often as and during such times as aforesaid. The DISTRICT, or its representative, may duplicate, use or disclose all data delivered under this Contract in any manner consistent with state and federal laws.

P. PROVIDER shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of the DISTRICT.

Q. All data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in providing Supplemental Educational Services under this Contract is subject to the requirements of federal guidance.

IV. DISTRICT RESPONSIBILITIES

A. DISTRICT shall approve the Individual Learning Plan, which is developed by PROVIDER in consultation with the PARENT.

B. In consideration for services provided under the terms of this contract the DISTRICT shall pay PROVIDER \$_____ per hour, not to exceed the per student allocation.

- C. Invoice shall be sent to the following address:
WSD Special Programs
Attn: State and Federal Programs Specialist
235 Sunset Ave.
Wenatchee, WA 98801
- D. Payments shall be made upon presentation of an accurately completed invoice within 30 days of the date of the invoice. Attendance records with student signature will accompany the invoice.
- V. INDEMNIFICATION**
A. PROVIDER shall indemnify, defend and hold DISTRICT harmless from and against any and all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees, that arise out of the acts or omissions of PROVIDER, or its employees or agents and that arise out of the performance of this Agreement.
- VI. RIGHT TO WITHHOLD**
A. DISTRICT may withhold payment to PROVIDER for only services in question as referenced below, upon written notice of such withholding, when in the opinion of the DISTRICT:
a. PROVIDER'S performance, in whole or in part, either has not been carried out or is insufficiently documented.
b. PROVIDER has neglected, failed, or refused to furnish information or
c. PROVIDER has failed to submit the invoice in a timely and accurate manner.
B. If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency. Services not in question are to be paid timely, such that withholding of payment is for identified concerns.
- VII. INSURANCE REQUIREMENTS**
A. PROVIDER shall provide an insurance certificate covering services. The coverage required by this section must include coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
B. PROVIDER shall not cancel or revise any insurance coverage required by this section during the term of this Contract without the express written consent of DISTRICT.
C. PROVIDER shall maintain coverage for Workers' Compensation and Unemployment at the level required by law
- VIII. RELATIONSHIP OF THE PARTIES**
It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the DISTRICT and PROVIDER or as constituting PROVIDER as the agent, representative or employee of the DISTRICT for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract. If PROVIDER represents itself as an agent, representative or employee of the district this contract becomes null and void.
- IX. AMENDMENTS**
Any alterations, variations, modifications, or waiver of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect.
- X. TERMINATION OF CONTRACT**
A. If the PROVIDER is unable to meet stated individual Student's goals and timelines the DISTRICT may withdraw that Student from the PROVIDER'S services.
B. If any Student has unexcused absences for more than three consecutive sessions scheduled during a semester or have unexcused absences for more than 25 percent of the scheduled sessions, the DISTRICT may withdraw such Student.
C. A Student's Parent/Guardian may terminate service at any time, or request to change providers in consultation with and approval from the DISTRICT.
D. This Contract may be canceled by either party, prior to said termination date upon ninety (90) days written notice to the other party and without showing cause.
E. Upon receipt of notice of cancellation, PROVIDER shall discontinue provision of service on the date specified for each Student specified and cancel all expenditures related to the specific cancellation. Payment for all services rendered to date will be paid in full by DISTRICT.
F. PROVIDER shall maintain all records relating to performance of this contract and upon request shall submit all records to the DISTRICT.
- XI. DEBARMENT AND SUSPENSION**
PROVIDER in executing this agreement is certifying that it is not currently debarred, suspended, or proposed for debarment from participating in this or any other agreement by any federal department or agency.
- XII. REMEDIES**
Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.
- XIII. NOTICES**
Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:
FOR DISTRICT FOR PROVIDER
Superintendent Wenatchee School District
235 Sunset Ave
PO Box 1767
Wenatchee, WA 98801
Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received.
- XIV. WASHINGTON LAW TO GOVERN**
This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Washington, without giving effect to the principles of conflict of laws. All proceedings relating to the Contract shall be venued in the State of Washington.
- XV. ENTIRE CONTRACT**
This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract.
IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Ms. Duffey explained the necessity for this contract to the board.

Discussion summary:

WSD is required to provide a list of additional tutor vendor names to parents to allow parents to have outside tutoring for their students if the school is in AYP Step 2, payment comes out of the federal funds provided to the district through "Title 1". These students are eligible through the free and reduced lunch program, but we cannot give out any of that information. We are required to provide the district student directory to the approved vendors for the purpose of contacting all parents. The district is to stay neutral in this process. The vendors are not required to meet any district student standards. The vendors set their own student assessment, standards requirements and teaching materials. The board asked how we could provide additional tutors to other students in the district. Ms. Duffey outlined the intervention opportunities already in place at the schools to provide additional tutoring for all students including those eligible for the "Title 1" funds. She explained the need to be very careful in handling any outside involvement on the district's part; there are very strict guidelines, we wouldn't want to get into a litigious situation. Other areas of discussion:

1. Not a lot of vendor interest on this side of the mountains, new area for them
2. Provider hires based on interest
3. Opt-in opportunities are not available
4. Parents must release students' information, district cannot give out any "cum file" information
5. OSPI approves the list of providers

After the board asked questions they thanked Ms. Duffey for the information.

3) Memorandum of Understanding between WSD & WVC

Superintendent Flonex explained details of the agreement:

MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING is made _____, 2010,
between Wenatchee School District No. 246, a municipal corporation ("the District").
Community College District No. 15, Wenatchee Valley College, an agency of the State of
Washington ("the College"), and the Wenatchee College Foundation, a Washington public
benefit corporation ("the Foundation").**

Details in agreement:

1. Recitals: Legal descriptions of properties
2. Discussions and Negotiations
3. Tentative Plan for Exchange
4. Appraisals
5. Conveyance to District
6. Conveyance to College
7. Payment
8. Access
9. Nature of Memorandum of Understanding
10. Closing

11. Occupancy of Properties (College/Foundation/District)
12. No Rent
13. Right of First Refusal

Much discussion followed. This agreement sets the framework for discussion in good faith with WVC but is non-binding. It is allowing us to take seriously our discussions and set aside time to work out details. There were questions about how much responsibility we are obligated to under this agreement. Also questions about appraisal, when and should that take place on the property before signing this agreement or after signing. After questions and discussions about tabling the memo took place Dr. Newman asked for a motion.

MOTION MADE: By Kevin Gilbert to approve the Memo of Understanding between WVC & WSD as presented by Mr. Flones.

SECONDED: Seconded by Gary Callison

Discussion: It was asked who signs the memo? Answer: President of Board and Secretary of Board: Dr. Newman and Mr. Flones

PASSED UNANIMOUSLY

3) Resolution #03-10 Cancellation of Warrants

CFO Les Vandervort presented the list of Cancellation of Warrants to the board. He gave details concerning the list and explained that all recipients were contacted and given notice of cancellation. After a brief question and answer period Mr. Vandervort asked for approval of the resolution.

MOTION MADE: By Laura Jaecks to approve Resolution #03-10 Cancellation of Warrants as presented by Mr. Vandervort.

SECONDED & PASSED UNANIMOUSLY: Seconded by Gary Callison and passed unanimously.

4) Out of State Field Trip Request:

Presented by Jodi Smith, Assistant Superintendent of Learning and Teaching

OUT-OF-STATE STUDENT FIELD TRIP APPROVAL

The following field trip request is presented to you for your approval:

Group Name:	9-12 DECA
Date of Trip:	April 23 – April 28 2010
Purpose:	DECA International Career Development Conference
Number of Students:	5-11
Location:	Louisville, Kentucky
Cost:	Career and Technical Education
Supervision:	Matt Pakinas

MOTION MADE: By Jesus Hernandez to approve the DECA Field Trip as presented by Ms. Smith.

SECONDED & PASSED UNANIMOUSLY: Seconded by Gary Callison and passed unanimously.

IX. PRESIDENT’S REPORT:

- Brief report on the Legislative Conference
- Laura Jaecks reported participating in the On-line Learning forum that the Wenatchee World hosted/ over thirty participated / nice series of articles in paper
- Rep. Mike Armstrong very attentive to schools challenges and needs at conference

X. SUPERINTENDENT’S REPORT:

- Chamber of Commerce presentation by Ms. Jaecks and Dr. Newman is this week.
- WSQA Board meeting for Mr. Flones in Renton the end of the week
- Apple Blossom Royalty selection this weekend, Mr. Flones participating

MEETING ADJOURNED: President Dr. Walter Newman adjourned the meeting at 8:50 p.m.

President

Superintendent