



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

Minutes of February 23rd, 2010 Regular Board Meeting

Board

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

Staff

Brian Fones, Superintendent

I. EXECUTIVE SESSION: An executive session convened at 6:30 p.m. to review the performance of the superintendent in accordance with school board policy 1410 and RCW 42.30.110, Section E. The school board will take action during the regular board meeting on renewal of the superintendent's contract.

II. REGULAR MEETING – 7:00 p.m.

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

III. 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 2-09-10 regular board meeting.

2) PERSONNEL REPORT:

PREPARED BY: Lisa Turner, Human Resources Director

- February 23rd, 2010 personnel report on file.

3) VOUCHERS/PAYROLL:

PAYROLL : \$4,847,142.19

VOUCHERS:

General Fund

Check numbers 538787 through 538975 totaling \$297,514.62

Capital Projects Fund

Check numbers 538976 through 538976 totaling \$1,368.15

Associated Student Body Fund

Check number 538977 through 539013 totaling \$28,588.04

4) CONTRACTS:

Date	New or Renewal or Revision	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract	Approved by Les?	PO Required?
02/08/10	New	Wenatchee Convention Center	Wenatchee High School Prom	\$2,794	5/22/10-5/23/10	Tami Walters	Yes	Yes
				Budget Code				
				402 3011				
02/16/10	Renewal	Central Washington Employee Health Services	Provider of HEP B immunizations for employees	based on service	January 2010-December 2010	Lisa Turner	Yes	No
				Budget Code				
				9700 14 7086 000 3020				
02/16/10	Renewal	Colonial Vista Care Center	Affiliation agreement for clinical experience between health care provider and WHS Health Occupations Program	N/A	2009/2010 school year	Mary Zontek/Eleanor Sellers	Yes	No
				Budget Code				
				N/A				
02/16/10	Renewal	Central Washington Hospital	Affiliation agreement for clinical experience between health care providers and WHS Health Occupations Program	N/A	February, 2010	Mary Zontek/Eleanor Sellers	Yes	No
				Budget Code				
				N/A				
02/16/10	Renewal	Cashmere Convalescent Center	Affiliation agreement for clinical experience between health care provider and WHS Health Occupations Program	N/A	2009/2010 school year	Mary Zontek/Eleanor Sellers	Yes	No
				Budget Code				
				N/A				
02/16/10	Renewal	Highline Convalescent Center	Affiliation agreement for Health Occupations student clinicals	N/A	February, 2010	Mary Zontek/Eleanor Sellers	Yes	No
				Budget Code				
				N/A				

IV. HIGH SCHOOL ASB REPORTS:

- 1) **WHS:** The ASB Vice President, Peter Culp, reported details on the following activities.
 - Pride of March assembly for student recognition and Academic Awards.
 - Janice Franz Talent Show Feb. 18th & 19th – went well and raised funds for Mr. Magnus, seriously ill high school teacher.
- 2) **WSHS:** ASB Officer Aggie Melton, reported on the following activities:
 - Recent Coin Drive, collected over \$140 for the Red Cross
 - They had a successful student fun night - bowling

V. CITIZEN COMMENT:

Ms. Anna Riggan, parent of Lewis & Clark students, former teacher and substitute teacher shared her concerns about the MYD citizenship program.

- Ms. Riggan stated that she feels Wenatchee School District is amazing in many ways. She also complimented the district for it’s excellent dedicated teachers who are highly committed in educating our students. She is very satisfied with the education her children are receiving, however she does have concerns about the MYD program as follows:
 - The punitive nature of MYD
 - Doesn’t provide a “safe place” for students at school
 - The random nature of other students whims to report on a student
 - Too much time taken away from teaching to work the MYD program
 - Concerns over questions on the survey – nothing to compare it to in order to answer
 - Lack of data to draw information in order to answer questions
 - Sees a need for further review of the program and request the district to look at alternatives
- Ms. Riggan thanked the board for allowing her to voice her opinions and the board thanked her also for sharing her opinion.

VI. SCHOOL PRESENTATION: Orchard Middle School

Mike Hopkins welcomed everyone to OMS and introduced Assistant Principal Bill Eagle. Mr. Eagle shared the Notebook Check System that they have initiated at Orchard this year. This year they are focusing on organization and adopted the AVID model to use for all students. The staff checks the students’ notebooks every quarter in two-week intervals. It has worked out very well with a lot of positive results and feedback. 70% of students pass all quarterly notebook checks. If students don’t they are recommended into intervention. Check list for notebook is as follows:

Student Name: _____ Grade: _____
 Guided Study Teacher Name: _____

Week of:	Binder Approved	Initials	Guided Study Grade Checks	Comments (optional)
Feb. 1-11	Yes/No Yes/No			
Feb. 16-26	Yes/No Yes/No			
Mar. 1-12	Yes/No Yes/No			
Mar. 15-25	Yes/No Yes/No			
Apr. 5-9	Yes/No Yes/No			

Notebooks will be checked every two weeks on this form. Each notebook should include the items below in order:

1. Zipper pouch with writing utensils
2. Planner
3. Notebook check form
4. Labeled notebook dividers
5. Notebook paper
6. Homework folder (single-pocket folder that can be three-hole punched)

Forms will be collected at the end of each quarter.

No loose papers.

The board thanked Mr. Eagle and Mr. Hopkins for the informative presentation and complimented them on their efforts. They were impressed with the results and encouraged OMS to continue.

VI. SPECIAL PRESENTATIONS:

1) Forte Architects, Inc. – Contract (WestSide Project)

WSD counsel, Steve Smith, outlined the Forte Architects, Inc. contract for the WestSide project for the board. He explained that the contract is a standard B-101 contract written by the AIA for architects and leans toward the architect’s best interest. As the legal counsel representing the district he adjusted a few

articles and added some language to even out the agreement. Mr. Smith answered questions and gave details through all the following sections:

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

Mr. Smith pointed out changes and additions he made in order to cover the following articles to lean with the district's interest in mind.

Article 2

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§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Commercial General Liability

Limits:

\$2,000,000 Each Occurrence

\$2,000,000 Damage to Rented Premises Each Occurrence

\$10,000 Medical Expense (Any One Person)

\$2,000,000 Personal & ADV Injury

\$4,000,000 General Aggregate

\$4,000,000 Products - Comp/Op Aggregate

Excess / Umbrella Liability

Limits:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

.2 Automobile Liability

Scheduled Autos; Hired Autos; Non-owned Autos

Limits:

\$1,000,000 Combined Single Limit

.3 Workers' Compensation

Per Washington State requirements

Limits:

\$1,000,000 Each Accident

.4 Professional Liability

Professional Liability

Limits:

\$1,000,000 Each Claim

\$1,000,000 Aggregate

\$5,000 SIR

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§ 2.6 The architect shall either obtain "project" insurance in the above amount covering professional errors and omissions of its subcontracts and consultants of any tier, or shall contractually require its subcontractors and consultants of any tier to maintain professional insurance in an amount of at least 50% of the above amount. If

professional errors and omissions insurance is not reasonably available for a class of consultants, the architect must so notify the owner. All such insurance shall be placed with such insurers and under such forms and limits of policies as may be reasonably acceptable to the owner. The architect shall deliver to the owner certificates of insurance acceptable to the owner and signed by the insurer or its authorized representative, certifying that the policies providing insurance of this kind and coverage are in full force and effect. The certificate shall further certify that the policies shall not be canceled by either party without giving 30 days prior notice to owner of such cancellation. The foregoing requirements as to insurance and acceptability to the owners of insurers and insurance to be maintained by the architect shall not in any manner limit or qualify the liabilities or obligations assumed by the architect under this agreement.

§ 2.7 Architect hereby releases and agrees to indemnify and hold harmless the owner, its successors and assigns, and the directors, employees, and agents of each of the foregoing "indemnitees" from and against any and all claims of third parties and losses, harm, costs, liabilities, and damages arising from any professional services, acts, errors or omissions of the architect or resulting from such claims in any way arising out of or in connection with the performance of the services, obligations, or the acts or omissions of the architect or in any of its subcontractors or consultants of any tier, the respective successors and assigns of the architect, or any such contractors or consultants, the directors, officers, employees and agents of each of the foregoing, or anyone acting on the architect's behalf in connection with this agreement or its performance; provided, however, that the architect shall not be required to so indemnify any of such indemnitees against liability for damages caused by or resulting from the sole negligence of indemnitees; provided, further, that if such damages are caused by or result from the concurrent negligence of indemnitees and of the architect or its agents, consultants, or employees, then the architect's indemnity hereunder shall be limited to the extent of the negligence by the architect or its agents, consultants, or employees.

§ 3.1.3 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner. The architect shall perform the services with that standard of care, skill and diligence normally provided by a professional person or firm in the performance of services similar to this project. The services will result in a project design suitable for its intended use. At the time of performance, the architect shall be properly licensed, equipped, organized and financed to perform the services. A principal member of the architect's firm shall be actively involved in all phases of the project, and the architect's representative shall not be changed without the owner's consent. Each person who performs the services shall be fully experienced and properly qualified to perform the services he or she performs, and the architect agrees that the owner shall be entitled to rely upon any assistance, guidance, direction, advice or other services provided by any such person. If requested by the owner, the architect shall remove from the services, without cost to the owner or delay to the project, any person the owner deems objectionable. The architect shall at no cost to the owner, promptly and satisfactorily correct any services found to be defective or not in conformity with the requirements of this agreement. If the architect fails to make such correction, the owner may do so, by contract or otherwise, and charge or otherwise recover, i.e. by offset against the compensation otherwise payable under this agreement, from the architect the cost thereof. The obligations of the architect to correct defective or non-conforming services shall not in any way limit any other obligations of the architect, and the owner's right to make corrections and charge the architect therefor is in addition to any and all other rights and remedies available to the owner under this agreement or otherwise by law, and shall in no event be construed or interpreted as obligating the owner to make any correction of defective or non-conforming services. The architect shall comply and shall contractually require that the services of all the architect's subcontractors and consultants of any tier comply with all federal, state and local laws, regulations, codes, and orders. Any subcontracting of any of the services shall not relieve the architect of its responsibility for the performance of the services in accordance with the terms of this agreement nor from its responsibility for the performance of any of its obligations under this agreement.

Article 3

§ 3.4.6 INSTRUMENTS OF SERVICE

§ 3.4.6 The architect agrees that ownership of any plans, drawings, designs, specifications, technical reports, operating manuals, calculations, notes and other work submitted or which are specified to be delivered to owner under this agreement or which are developed or produced and paid for under this agreement, whether or not complete (referred to in this section as "subject data") shall be vested in the owner. The architect shall use its best efforts to include substantially the foregoing paragraph in each subcontract for the work on the project. Both the owner and architect shall have the right to use, for other projects, plans, drawings, designs, specifications, technical reports, operating manuals, calculations, notes and other work developed or produced under this agreement. If the owner uses any of these materials on another project without the involvement and approval of the architect, then the owner agrees to indemnify the architect against any liability associated with such use. The owner shall have the right to require delivery of services and products in a format compatible with the owner's standards. Such standards may include, but are not limited to: (1) map and drawing digital files; (2) word processing text and documents; (3) graphic files; and (4) document size and shape.

Article 4

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

Article 8 – (Additional language to make arbitration quicker, cheaper and arrive at a resolution, typical language used.)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

Mr. Smith thanked the board for their attention and asked for additional questions. He explained this contract would come up for approval at the next board meeting. After their questions the board thanked Mr. Smith for the presentation.

2) Secondary Math Update CPM Implementation District Action Plan

Jodi Smith, Assistant Superintendent of Learning and Teaching presented Secondary Math Update of CPM Implementation & District Action Plan with the help of the following staff: Jennifer DeLashmutt, Math Facilitator/Coach, Michele Wadeikis, Principal of WHS, Mallory Neher, WHS, Brian Herling, WHS, Bob Swardz, WHS, Ole Hedahl, WHS, and Misty Nikula, CPM Trainer. They provided handouts of:

1. College Preparatory Mathematics

This article offers information about the new adoptions for Pre-Algebra I, Pre-Algebra II, Algebra I, as well as the Geometry pilot.

2. The District Improvement Action Plan for Math

We'd like to focus on the following:

- Strategy 3, #2: CPM program implementation with fidelity.
- Strategy 1 and 2: Aligning core programs with the state standards; identifying power standards, creating common assessments
- Strategy 5, #3: A WHS math team's visitation at Adlai Stevenson High School in Chicago, Illinois – a world class high school

3. Wenatchee School District Learning System

This document shows our progress on building our learning system in secondary math. We'd like to focus on question #1 – What do we want our students to learn?

4. CPM Data Collection Tool

This document illustrates appropriate use of the CPM program. It's currently being used for classroom observations and as a tool to collect implementation data.

Powerpoint presentation:

Mathematical Literacy

- **Mastering Basic Skills** - Rules, Procedures
- **Understanding Concepts** - Mathematical Principles
- **Acquiring and Applying Problem-Solving Strategies**

CPM weaves all three throughout its program

Hallmarks of CPM

- **Guided Investigations** build understanding of ideas.
- **Contexts** help make sense of abstract principles.
- **Emphasis** is on:
 - Core ideas
 - Active student participation in lessons
 - Consistent practice of ideas over time

WSD Action Plan

- **Goal:** *Implement the revised state math standards and strengthen instruction at all grade levels through Professional Learning Communities*
- **Strategy 3, #2:** Implement CPM with fidelity:
 - Determine progress - provide ongoing training and teacher feedback
 - Develop “Look-fors” and collect implementation data

CPM DATA COLLECTION

Date: _____ School: _____ Observers _____

of Classrooms Visited: _____

Student Teams	Teacher
Working together -students are working on <i>Core Problems</i> together in their teams	Mobility -moving around to multiple teams; observing, questioning Ex. Circling, Figure Eight
Roles and Responsibilities - students have a clear understanding of their role and their responsibilities as a team member. CPM uses: Facilitator, Reporter/Recorder, Resource Manager, Task Manager (variations are completely acceptable)	Expectations -Expectations are clear and concise. Team expectations clearly communicated, DLT/LO verbally addressed...Transitions must have clear expectations and directions.
Engagement - students are sharing their thinking and/or strategies with teams or the class (recorder/reporter)	STS -Study Team Strategies are used as a vehicle for math conversations
Questioning -students/teams are using questioning techniques that teacher has modeled while discussing math with their teams/whole group.	Questioning -ask a variety of questions, including some “What is this?” (one correct response) and “How?” and “Why?” (higher-order thinking)*Shouldn’t be a confirmation of right or wrong
Academic Vocabulary - students are using math vocabulary while working with their teams and/or whole group discussions.	Academic Vocabulary -intentional math vocabulary instruction; an expectation for use in teams, individually (journals) and in whole group discussions. *Specific words could be listed in the Language Objective

CPM DATA COLLECTION TOOL:

Tools - students/teams have the opportunity to use manipulatives/tools to support conceptual understanding of math content	Classroom Management -routines in place and utilized often to support classroom structure and efficiency. Examples: bells, timers, music, seating charts, etc.
Reflect on Learning -students have the opportunity to summarize their learning. This could be a journal entry (learning logs), a re-visit to the Daily Learning Targets and/Language Objectives, an exit ticket, CPM has <i>Target Questions</i> , self-assessment, class summary and discussion	Check for Understanding -teachers are intentionally checking for student/team understanding. These could be a “thumbs up”, observations, and/or paper pencil entry/exit task, referring back to the DLT/LO
Homework Accountability -students/teams are held accountable for homework	Homework -systematic approach to collecting/accounting for homework. CPM incorporates “stamp sheets”. Homework correction should not take more than a few minutes at the beginning of the class.
Time spent talking:(maximum)	Time spent talking: (minimum)
Fidelity: 80/20% ratio	
Bottom line when considering modifications: Are you still meeting the purpose of the activity? Does the text that you would like to use still fit the theme of the chapter? Are you scaffolding toward the embedded assessment? Are you using CPM strategies to accomplish your goal? Does the alternate resource support course’s Performance Expectations(PE’s)?	

WSD ACTION PLAN:

- **Goal:** *Implement the revised state math standards and strengthen instruction at all grade levels through Professional Learning Communities*

MOTION MADE: By Jesus Hernandez to approve the Sports Medicine out of state field trip and to approve the Language Arts out of state field trip as presented by Jodi Smith.

SECONDED: Seconded by Laura Jaecks

PASSED UNANIMOUSLY

2) Superintendent's Contract Extension:

Dr. Newman asked if there were any comments or discussion before approving a three-year extension of the superintendent's contract up to the date of June of 2013, with any changes to be made at a later date. Comments:

- Mr. Hernandez said he is proud to have served with Mr. Fones for over 13 years
- They all lamented that it has been a pleasure serving with Mr. Fones
- Mr. Fones has been able to remain professional and focused while dealing with the complex system of a school district
- Mr. Fones brings the district leaders together to focus on common goals with ease
- Mr. Fones has the respect of his peers and the whole community and engages with them, he has the reputation for treating everyone equally with respect and integrity
- He has an excellent relationship with teachers, parents and students across the district
- Mr. Fones is synonymous with continuous improvement in our district
- He brings about change when needed and recognizes when systemic change is necessary
- He is appreciated for his team approach, he brings everyone together and makes it look easy

Mr. Fones thanked the board for their support and comments. He, too, has enjoyed working with the board and feels our board is made up of a group of great people.

MOTION MADE: By Laura Jaecks to approve the three-year extension of Superintendent Fones contract.

SECONDED: by Gary Callison

Dr. Newman asked as many as are in favor of the motion as stated, as their names are called, answer *yes* [or *yea*]; those opposed will answer *no* [or *nay*].

1. Gary Callison: Yea
2. Kevin Gilbert: Yea
3. Jesus Hernandez: Yea
4. Laura Jaecks: Yea
5. Dr. Newman: Yea

(Vote count: 5 in favor)

PASSED UNANIMOUSLY

CFO Mr. Vandervort added that the cabinet equally appreciates the leadership of Mr. Fones and they also share respect for him and agree with the board that it is a pleasure to work for and with him.

3) Department of Ecology Covenant Agreements

CFO Les Vandervort presented the following agreements for board approval.

Environmental Covenant

Grantor: Wenatchee School District – Sunnyslope Elementary School
Grantee: State of Washington, Department of Ecology
Legal: Sunnyslope Farms, Block 25, Tax 19, 20 S 277.47', acres 4.8700
Tax Parcel No.: 232033783272
Cross Reference: 3109 School Street

Grantor, Wenatchee School District, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this ____ day of _____, 2010 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by the Wenatchee School District, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document[s]:

Sunnyslope Elementary School Interim Action Report, November 20, 2009. These documents are on file at Ecology's Central Regional Office located in Yakima, Washington.

This Covenant is required because the Remedial Action resulted in residual concentrations of lead and arsenic which exceed the Model Toxics Control Act Method A Cleanup Level(s) for soil established under WAC 173-340-900.

The undersigned, Wenatchee School District, is the fee owner of real property (hereafter "Property") in the County of Chelan, State of Washington, that is subject to this Covenant. The Property is legally described AS FOLLOWS: Sunnyslope Farms, Block 25, Tax 19, 20 S 277.47', acres 4.8700.

Wenatchee School District makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. Any activity on the Property that may result in the significant release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: significant drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, bulldozing or earthwork. This restriction does not include minor maintenance activities including: repairing or replacing sprinkler heads, re-seeding or re-sodding portions of the fields, or minor repairs to the sprinkler system plumbing.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Environmental Covenant

Grantor: Wenatchee School District – Orchard Middle School
Grantee: State of Washington, Department of Ecology
Legal: Those portions as recorded in Book 501 at Page 100, under Auditor's file number 469909 and Book 501 at Page 98 under Auditor's file number 469908, records of Chelan County, Washington. All situated in portions of Section 4, Township 22 North, Range 20 E.W.M., Chelan County, Washington.
Tax Parcel No.: 222004411050, 222004411250, and 222004411300
Cross Reference: 1024 Orchard Avenue

Grantor, Wenatchee School District, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this ____ day of _____, 2010 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

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Orchard Middle School Interim Action Report, November 20, 2009. These documents are on file at Ecology's Central Regional Office located in Yakima, Washington.

This Covenant is required because the Remedial Action resulted in residual concentrations of lead and arsenic which exceed the Model Toxics Control Act Method A Cleanup Level(s) for soil established under WAC 173-340-900.

The undersigned, Wenatchee School District, is the fee owner of real property (hereafter "Property") in the County of Chelan, State of Washington, that is subject to this Covenant. The Property is legally described AS FOLLOWS: Those portions as recorded in Book 501 at Page 100, under Auditor's file number 469909 and Book 501 at Page 98 under Auditor's file number 469908, records of Chelan County, Washington. All situated in portions of Section 4, Township 22 North, Range 20 E.W.M., Chelan County, Washington.

Wenatchee School District makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. Any activity on the Property that may result in the significant release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: significant drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, bulldozing or earthwork. This restriction does not include minor maintenance activities including: repairing or replacing sprinkler heads, re-seeding or re-sodding portions of the fields, or minor repairs to the sprinkler system plumbing.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

The discussion followed concerning other schools and how that will affect them in the future. Mr. Vandervort explained the specs of the covenants and answered the board's questions about new regulations and the costs of the work done and techniques used and how that will change in the future. This whole procedure is being reevaluated due to the overall costs in relationship to the economy and state/federal cuts. He asked for any other questions and then asked for the board's approval.

MOTION MADE: By Gary Callison to approve the Dept. of Ecology Covenants Agreements for Orchard Middle School and Sunnyslope Elementary School.

SECONDED: By Kevin Gilbert

PASSED UNANIMOUSLY

IX. PRESIDENT'S REPORT: No Communications

X. SUPERINTENDENT'S REPORT:

- Reminder of the WenEA meeting the next day at 4 p.m.
- Reminder of Board Retreat March 19th at the CTC at 8:00 a.m. – 2 p.m.

MEETING ADJOURNED: President Dr. Walter Newman adjourned the meeting at 8:40 p.m.

President

Superintendent