



Wenatchee School District

Regular Board Meeting

Minutes of June 29th, 2011
DISTRICT OFFICE

Board Members Present

Kevin Gilbert, President
 Laura Jaecks
 Walter Newman
 Jesús Hernández

Staff Present

Brian Fiones, Superintendent
 Cabinet

I. Regular Meeting 7 p.m.

Kevin Gilbert, Board President, opened the regular board meeting at 7:00 p.m., with the Pledge of Allegiance. Gary Callison had an excused absence.

II. Consent Agenda

President Kevin Gilbert asked for a motion to approve the consent agenda. Motion made by Laura Jaecks seconded by Jesús Hernández, the motion carried unanimously.

1) Minutes

Minutes of June 14th Board Meeting.
 Minutes of June 06th Board Study Session

2) Personnel Report

PREPARED BY: Lisa Turner, H.R. Director
 June 29th, 2011 personnel report is on file.

3) Vouchers/Payroll

PAYROLL PREPARED BY: Tammy Hubensack
 June 2011: \$5,020,349.84

VOUCHERS PREPARED BY: Karen Walters,
 Director of Accounting – June 29th, 2011
General Fund:
 Check # 248244 amounting 248004 totaling 2820'444'00
Capital Projects Fund:
 Check # 549095 through 549097 totaling \$6,576.06
Associated Student Body Fund:
 Check # 248088 amounting 248125 totaling 282'438'10

4) Contracts

Date	New or Renewal or Revision	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
06/08/11	NEW	AmSan Yakima	Annual supply of plastic trash liners, small 24"X33"	\$19.79 case price Est. Annual cost of \$2,275.85	9/1/11 - 8/31/12	Bryan Visscher	YES	YES
				Budget Code				
				9700-63-5030-000				
06/08/11	NEW	Western Facilities Supply	Annual supply of plastic trash liners, large 33"X40"	\$26.11 case price Est. Annual cost \$10,444	9/1/11 - 8/31/12	Bryan Visscher	YES	YES
				Budget Code				
				9700-63-5030-000				

			Budget Code				
			9700-63-5030-000				
V	Xpedx	Annual supply of paper towels	\$19.56 case price Est. Annual cost \$5,868	9/1/11 - 8/31/12	Bryan Visscher	YES	YES
			Budget Code				
			9700-63-5030-000				
V	Courtsports	Wenatchee High School main gym sanding and painting	\$15,700	8/1/11 - 8/31/11	Bryan Visscher	YES	YES
			Budget Code				
			9710-64-7000-402				
V	Martinez Consulting	Project GLAD Tier 1 Training	\$22,750	9/15/11 - 10/7/11	Nancy Duffey	YES	YES
			Budget Code				
			6400-27-7000-000				
V	City of Wenatchee Community Development Block Grant Program (CDBGP)	Assist WSD with extra transportation costs of students who qualify under HUD's McKinney-Vento definition of homeless, for school related activities.	\$8,500	**3/31/2011	Suzanne Stanton	YES	NO
			Budget Code				
			N/A				
VAL	Academy of Hair Design	Cosmetology	\$40,000	8/31/11 - 8/31/2012	Jon Torrence	YES	YES
			Budget Code				
			545-1000-013				
VAL	Willpinit School District	Construction Trades	N/A	2011-2012 School Year	Jon Torrence	YES	YES
			Budget Code				
			N/A				
VAL	DigiPen - Computer Game Programming	Summer School DigiPen License	\$3,750	6/20/11 - 7/7/2011	Jon Torrence	YES	YES
			Budget Code				
V	Dynamic Measurement Group	K-5 Training on Universal Screener - IDEL	\$2,880	8/26/11	Nancy Duffey Jodi Smith	YES	YES
			Budget Code				
			6400-27-7000-0003				
ION	Wenatchee Valley College	Use of Wenatchee Valley College vans for GEAR UP activities	N/A (by use only)	9/1/11 - 8/31/13	Carolyn Griffin-Buggert	YES	YES
			Budget Code				
			7915 GEAR UP				
VAL	Hill International	Project Management	\$30,000	7/2011 - 6/2013	Jon Torrence	YES	YES
			Budget Code				
V	Grand Canyon University	Student Teaching Internship Agreement	\$500 per supervisor	8/31/11 - 12/31/13	Lisa Turner	YES	NO
			Budget Code				
			9700 14 7000 000 3020				

SURPLUS REPORT PREPARED BY: Karen Walters,
Director of Accounting – June 29th, 2011 – On file

Jim Tweden of the WSD Technology department was recognized by the board for his dedication and hard work to the district. He is responsible for the smooth running and of all transportation of media equipment for the board meetings at all locations within the district. He received a certificate of appreciation and a WSD travel mug and lots of kudos.

Parent Kristy Clare shared with the board her experience with her child and how he was put on MYD steps because he could not get help with his homework. Ms. Clare did not agree how the program was applied in her son's classroom. Parent Maria Villanena shared her experience with her child in the MYD program. She was not happy with the original experience but it has been modified and she is much happier with the way things are going now. A couple of other parents in the audience contributed to the discussion. The board thanked them for their comments.



1) Make Your Day Classroom Management

Program: Superintendent Fiones opened by giving a summary of what this update is set to do. There will be another follow-up with the principals in the fall. We have added skills and positive component models which are being used this year. We are working on relationships. This report is intended to inform the board of what progress has taken place this year with the updated goals set last year. Ron Brown, Director of Technology & Learning updated the board on the most recent training and surveys of the MYD program. He started with year-end data comparison, from staff, students and parents in the form of a survey:

Action Steps:	Person(s) Responsible:	Completion Date:
Identification of MYD Cadre	Ron	Fall 10
Distribute yearly lesson plan to each staff via their principal	Ron	Fall 10
Update Staff training handbook	Cadre	Fall 10
Deliver training to new staff in August	Ron, Kathi, Andi	8/10
Points, Concerns, and affirmation training via electronic module for ALL staff.	Cadre	Did not complete
Create video training modules for new staff and students	Cadre	Did not complete
Edit and provide consistent parent information materials that are available for schools and on the district MYD website.	Cadre	Partially Completed 11/09 - Ongoing
Offer parent orientation through open house at each building	Principals	Fall 10
Podcast with refreshers and reminders for staff quarterly	Ron &/or Cadre	Partially Completed Structure in place, now build content and advertise
Unscheduled observation of each building twice yearly (Fall, Spring)	Principals	Completed
MYD 9 characteristics survey	Ron & Op Tech with 9 Character	April 11
Cadre Meetings - 7 meetings	Cadre Team	Completed
Administrative training for all K-8 administrators and Cabinet	Ron	Fall 11
Mid Year Certificated and Classified Training	Cadre	Feb 11

Observation Data

- Observational data collected from informal and formal observations.
- 2010 collected by Ron Brown and Principal
- 2011 collected by Principal and MYD Cadre member

Establish MYD In School: Charts displayed the last two years of components in the program.

- **Setting Expectations:**
- **The process of steps:**
- **Process of taking pts. at the end of each class:**
- **The process of concerns:**
- **Process of affirmations:**

Parent Survey Results

- Survey given to parents K-12
- Data compiled for all returned surveys in our K-8 buildings
- In 2010 n= 1983
- In 2011 n= 1286

Make Your Day helps my child accept responsibility for his or her own learning.

Agree 2010: 74% 2011: 73%

Disagree 2010: 23% 2011: 23%

Make Your Day helps my child accept responsibility for his or her own behavior.

Agree 2010: 76% 2011: 75%

Disagree 2010: 23% 2011: 23%

Make Your Day increases my child's safety while at school.

Agree 2010: 73% 2011: 72%

Disagree 2010: 22% 2011: 23%

In general, my child finds Make Your Day fair and reasonable.

Agree 2010: 74% 2011: 74%

Disagree 2010: 22% 2011: 23%

In general, I find Make Your Day fair and reasonable.

Agree 2010: 74% 2011: 74%

Disagree 2010: 23% 2011: 24%

Make Your Day is appropriately and consistently applied with my child.

Agree 2010: 74% 2011: 73%

Disagree 2010: 23% 2011: 24%

Make Your Day helps teach my child skills for positive social interaction.

Agree 2010: 72% 2011: 70%

Disagree 2010: 24% 2011: 25%

Staff Survey Results

- Survey given to staff K-12
- Data compiled for all returned surveys in our K-8 buildings
- In 2010 n= 313
- In 2011 n= ~~407~~ 700 ^{K-8}

Characteristic #4: Supportive Learning Environment - MYD. - 72.

Make Your Day encourages students to accept responsibility for learning.

Agree 2010: 90% 2011: 92%

Disagree 2010: 10% 2011: 10%

Characteristic #4: Supportive Learning Environment - MYD. - 73.

Make Your Day encourages students to accept responsibility for behavior.

Agree 2010: 93% 2011: 95%

Disagree 2010: 6% 2011: 6%

Characteristic #4: Supportive Learning Environment - MYD. - 74. As a result of May Your Day, the building in which I work is safer for students.

Agree 2010: 92% 2011: 94%

Disagree 2010: 6% 2011: 6%

Characteristic #4: Supportive Learning Environment - MYD. - 75. In general, I find the Make Your Day program fair and reasonable for students.

Agree 2010: 90% 2011: 92%

Disagree 2010: 10% 2011: 10%

Characteristic #4: Supportive Learning Environment - MYD. - 76.

Make Your Day reduces classroom and building behavioral disruptions.

Agree 2010: 90% 2011: 92%

Disagree 2010: 10% 2011: 08%

Characteristic #4: Supportive Learning Environment - MYD. - 77. I believe the Make Your Day Citizenship Program is appropriately and consistently implemented in the building where I work.

Agree 2010: 79% 2011: 82%

Disagree 2010: 20% 2011: 15%

Characteristic #4: Supportive Learning Environment - MYD. - 78.
Make Your Day helps teach my students skills for positive social interaction.
Agree 2010: 82% 2011: 86%
Disagree 2010: 12% 2011: 10%

Areas of discussion:

- Data has shown us the schools that still have issues and areas we need to address.
- Ask ourselves the questions: Is the process lacking, is proper training taking place, is there proper implementation?
- Principals are responsible for their building therefore cadre work with principals and teachers
- Need to be more consistent throughout the district in certain areas
- We focus on the teachers who are not buying into the program and help them understand and get proper training in order to properly utilize
- Number of students surveyed will be increased
- The process of affirmations should be taking place all day
 - Focus on recognition throughout the day
 - Good teachers incorporate affirmations into their day naturally as instruction strategies
 - The question was asked, “What avenue has been built into the system to have them consistently give the affirmations and how is it woven into instructional practices?”
 - Positive relationships have been built into the instructional model and modeling respect for one another
 - Part of Marzano, class culture is important and built into the program
- Discussion of board members experience with the MYD program
- It if the program is used differently it is a misinterpretation by the user
- More outreach to parents has helped, building up the standards for classroom behavior
- Discussion on all the survey results
 - Most results = 80%-75% positive reaction to program
 - Some results = 55% + (areas and schools we need to work in)
 - More interaction with principals in the fall in key areas of need
 - Cadre will survey more students to get their responses
 - Three different ways to analyze the data: student’s, staff and parents majority is positive towards MYD program

The board thanked Mr. Brown for his efforts and hard work. Mr. DeJong mentioned that the MYD program is a standard agenda item at the principal meetings when they meet monthly. They take this very seriously. The board asked Mr. Brown to come back next year with follow-up as a standard agenda item with updates and training that have taken place.

2) City of Wenatchee Western Hills Park Proposal: Jessie Shaw, Dave Erickson, Steve King and Allison Williams attended the meeting to update the board on what research has taken place since the last time they reported to the board.

They met with the parents of John Newbery School to discuss the play field and the problem of flood run off. The report covered the environmental acceptable margins of all the ground samples taken. They measured the DDD, arsenic, and lead margins. The samples showed only slightly elevated arsenic levels in one area. A storm of this magnitude will only come once every 10-30 years on average, could come in two years and then not for 20, hard to know, but we need to be prepared. The city is currently working with the county for the upper area above 5th street. They agree to clean up the area and replace dirt, we just need to maintain the grass and grounds.

The City’s presentation:

Western Hills Joint Use Facility

Goals:

1. Improve the field turf
2. Improve the functionality of the playfield and park
3. Address and lead arsenic concerns
4. Reduce the risk of flooding of adjoining neighborhoods
5. Control existing flooding of the field
6. Provide efficient use of public funds

Next Steps

- Obtain concurrence from the School Board
- Convert ownership of the park to the Stormwater Utility
- Grant an easement to the School District for Newberry use (modifies 1991 agreement)
- Enter into a park and playfield development process with the School District and Citizens
- Construct the facility
- **Return to Present results to the School Board**

is After an Event?

Stormwater Utility is responsible for

will be tested for removed if necessary.

SOIL TESTING RESULTS

LOCATION	ARSENIC (PPM)	LEAD (PPM)	DDD (PPM)
Western Hills Park	34.8	119	0.24
Behind Lars Lane	5.22	26.2	0.16
#1 Canyon Drain	3.78	11.01	None detected
Soil Clean-up Levels (WAC 173-340-900)	20	220	1 (total DDD, DOE, & DDT)

Samples were collected on 3/28/2011 and analyzed by Anatek Labs, Inc. DDT and DDE were not detected in any of the samples.

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Parents are looking for an answer from the district because it would be easier and safer access for the walking students at Newberry. The parents are getting behind the movement.

Laura Jaecks stated that she would like to have an independent chemist, Dr. Klock, look at the report and possibly do his own testing before making a decision. Dr. Newman agreed. Mr. Flonos suggested that we tell the city something for now because they are waiting for our decision before they go forward with their proposed project. Mr. Hernandez sees it as a win/win situation for the district; We utilize the city's land, and all we do is maintain the grounds, they do all the rest. Mr. Flonos asked the board what the next steps would be. They agreed to look at it in August 2011 and make a decision at that time.

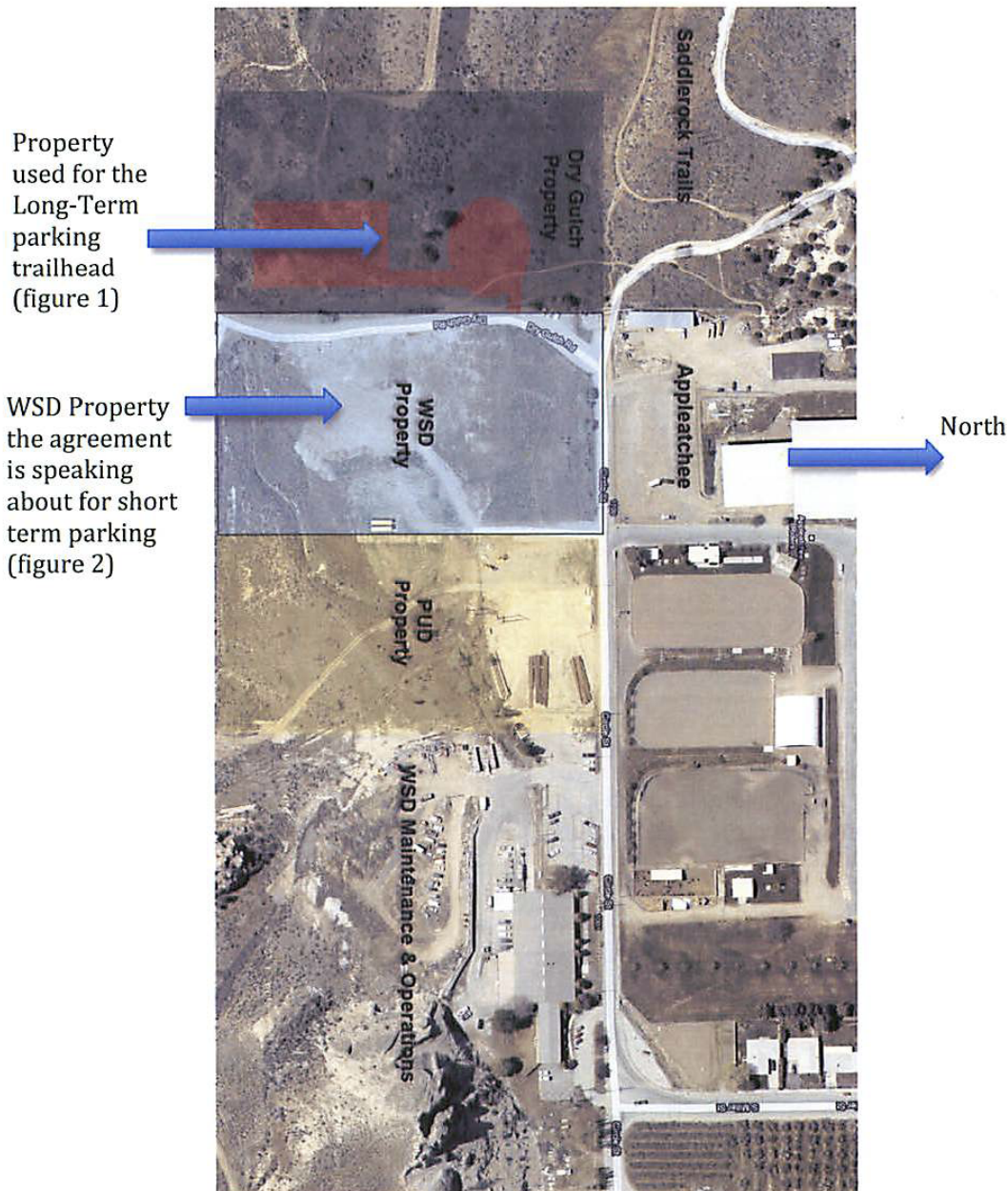
1) Interlock Agreement City of Wenatchee: Chet Harum, WSD Executive Director, and Bob Bugert presented the agreement to the board.

June 29, 2011

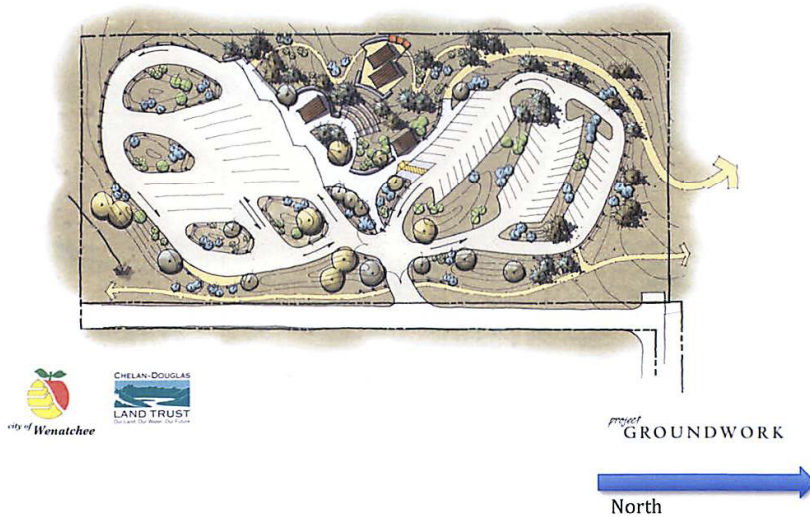
To: Board of Directors
From: Chet Harum, Executive Director of Student and Support Services
Subject: Interlocal Agreements, for the Saddlerock Trailhead Project

Board Members,

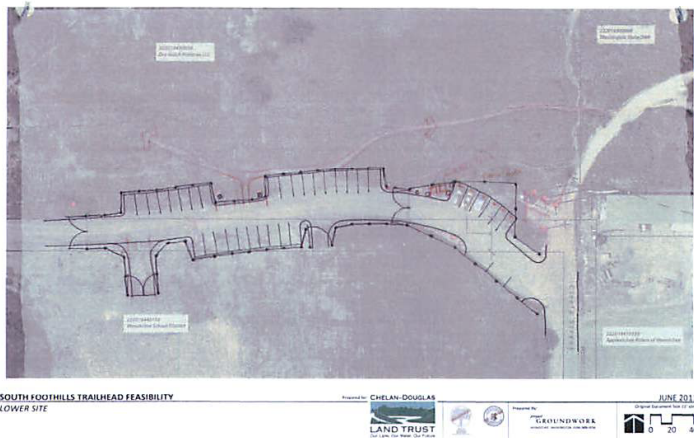
Enclosed for your review is a Temporary License Agreements between the City of Wenatchee and the Wenatchee School District. The agreement is for the City to be able to use Wenatchee School District property located south of Appleatchee and West of our Maintenance and Operations building. I have enclosed a map of how the City intends to use the property for temporary parking along Dry Gulch Road heading North/South, while a more long-term trailhead can be constructed west of the district property. In addition, the City has also requested fencing in more of the same WSD property for additional and seasonal parking. Our legal council has reviewed this agreement. The agreement is for a period one-year and may need to be reappraised annually each year until the long term-project is completed. Anticipated construction for the long-term facility is the summer of 2013. I am asking for your approval of this agreement so the City can begin to move forward with the Saddlerock Trailhead project.



(Figure 1)
Long-term Saddlerock Trailhead project



(Figure 2)
Short-term Saddlerock Trailhead parking



After the proposal was presented a discussion followed about all the logistics to make this happen and the benefits to the community. The city attorney and WSD attorney worked out the agreement for the board to sign. Waiver of insurance was discussed and the attorneys feel good about the language in the agreement.

MOTION MADE: Jesús Hernández made the motion to approve The Interlock Agreement with the City of Wenatchee on the Saddlerock Parking Lot proposal as presented.

Discussion: Dr. Newman made mention of the land trust and waiver of insurance.

SECONDED: By Laura Jaecks

APPROVED: Unanimously

2) WVTSC Resolution #07-11: WVTSC Director, Jon Torrence presented the resolution to enable: SIGNATURE AUTHORITY AND USE OF GRANT FUNDS FOR THE WENATCHEE VALLEY TECHNICAL SKILLS CENTER 2011 - 2013 MINOR WORKS PROJECTS

2011 – 2013 Minor Works awarded to Wenatchee Valley Technical Skills Center

The following Minor work projects have been approved through the Office of the Superintendent of Public Instruction for the 2011 – 2013 biennium. The awards will include 100% funding for Architectural and Engineering, Project Management and a Contractor to perform the work. Wenatchee Valley Technical Skills Center's desire is to begin the Architectural and Engineering work immediately and put the project out to bid in the fall of 2011.

1. **Rekey Exit Hardware Modification and Door Replacement \$147,829**
Replace orb style latch sets with mortise lever sets and emergency exit devices for proper exiting requirements of Educational occupancies. Includes replacement of doors to accept new hardware and facility modifications needed to improve use.
2. **West Site Lighting \$30,009**
Provide safety improvements and additional lighting at the west side of the site to improve safety and security.
3. **Law Enforcement Class Room \$457,054**
Improve the classroom HVAC system and its capacity for proper use of the classroom as an educational space.
4. **Closed Circuit Television and Intercom Improvements \$228,082**
Provide improvements to the campus communications/electrical systems including a Closed Circuit Television system for campus security and an intercom and fire alarm system inter-tied between buildings to address emergency alerts and notifications.

**Wenatchee School District No. 246
Resolution No. 07-11**

**SIGNATURE AUTHORITY AND USE OF GRANT FUNDS FOR THE WENATCHEE VALLEY
TECHNICAL SKILLS CENTER 2011 - 2013 MINOR WORKS PROJECTS**

WHEREAS, it is required that the host school district, Wenatchee School District No. 246, provide the Superintendent of Public Instruction with certified signatures of personnel authorized, by Board resolution, to request reimbursement claims through OSPI for the 2011-2013 Capital Grant for the 2011-2013 Minor Works Projects at the Wenatchee Valley Technical Skills Center; and

WHEREAS, OSPI requires the Board to certify that all funds will be utilized by Wenatchee School District No. 246 for the purposes specified in the grant and in accordance with public works requirements; and

WHEREAS, the Wenatchee Valley Technical Skills Center 2011-2013 Minor Works Projects grant will be funded with state bond proceeds, it is required that these funds may not be used for nongovernmental purposes to include the use of bond proceeds to pay the costs of facilities expected to be owned or used by, or to make loan or grant to, (a) the federal government (including any federal department or agency), (b) any private nonprofit corporation (including any 509(c)(3) organization), and (c) any other private entity, such as a business corporation, partnership, limited liability company or association, etc.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Wenatchee School District No. 246, Wenatchee, Washington, authorize Les Vandervort, Chief Financial Officer; Brian Flones, Superintendent; Jon DeJong, Assistant Superintendent – Organizational Development; and Chet Harum, Executive Director – Student/Support Services to sign forms in accordance with the 2011-2013 Capital Grant authorized by OSPI for the Wenatchee Valley Technical Skills Center.

MOTION MADE: Jesús Hernández made the motion to approve Resolution No. 07-11 as presented.

SECONDED: By Laura Jaecks

APPROVED: Unanimously

**3) WVTSC Architectural Services Agreement &
Amendment #2:** Jon Torrence, Dir. Of WVTSC presented this agreement and amendment to the board.

AMENDMENT - 2

June 14, 2011

to original ARCHITECTURAL SERVICES AGREEMENT dated July 27, 2007 by and between:

Wenatchee School District #246

and

The DOH Associates, PS, Architects and Planners

A Change in Service:

With Reference to Article 11.3 Compensation for Additional Services, the Architect shall modify the scope of the project to include design, construction documents and construction administration for the following minor works projects identified by the master plan as one single bid project for construction:

1. Rekey/Exit Hardware Modification and Door Replacement
2. CCTV and Intercom Improvements
3. Site Lighting
4. Law Enforcement Classroom

Compensation as outlined in paragraph 11.2.1 will be adjusted to include an additional fee of \$87,000. Design Development, Construction Documents, and Bidding and Negotiation will be billed at 75% of the fee and Construction Administration will be billed at 25% of the fee.

Reimbursable costs will be billed in accordance with the Paragraph 11.4. Costs are currently budgeted at \$20,000.

B Change in Service:

Compensation as outlined in paragraph 11.2.1 will be adjusted to include an additional fee to be billed hourly, not to exceed \$7,500, for the Building Condition Evaluation component of the work.

Reimbursable costs will be billed in accordance with the Paragraph 11.4. Costs are currently budgeted at \$500.

MOTION MADE: Jesús Hernández made the motion to approve WVTSC & DOH Agreement Amendment #2 as presented.

SECONDED: By Walter Newman

APPROVED: Unanimously

4) WVTSC Hill International Contractual Agreement: Jon Torrence, Director Of WVTSC presented the contractual agreement to provide project management to WVTSC for minor works award for 2011-2013 biennium for approval from the board. The agreement is with Hill International in the amount of

\$30,000 for the duration the building project: July 2011- June 2013. The board received the contract agreement to review.

MOTION MADE: Jesús Hernández made the motion to approve WVTSC Hill International Contractual Agreement as presented.

SECONDED: By Walter Newman

APPROVED: Unanimously

5) WVTSC Change Order Authorization : Jon Torrence, Dir. Of WVTSC presented the updated change order authorization letter and asked the board for approval.

June 29, 2011

To: Board of Directors
From: Brian Flones, Superintendent
Subject: Change Order Authorization for the Wenatchee Valley Technical Skills Center

Board of Directors:

The school district needs to provide authorization for change orders for the construction projects that are taking place at the Wenatchee Valley Technical Skills Center this summer. We have done this in the past when we had school district change orders that needed immediate response and would not require a special board meeting to approve. The financial threshold that we have used in the past is \$25,000, with the provision that no change orders will increase the overall projected approved costs of approximately \$862,974.

I recommend that the school board authorize change orders and construction change directives not to exceed \$25,000 to be approved and signed off by the following individuals in priority order:
Les Vandervort, Chief Financial Officer, Brian Flones, Superintendent, Jon DeJong, Assistant Superintendent-Organizational Development, Chet Harum, Exec. Director Student and Support Services

Respectfully,
Brian Flones, Superintendent

MOTION MADE: Jesús Hernández made the motion to approve WVTSC Change Order Authorization Letter as presented.

SECONDED: By Laura Jaecks

APPROVED: Unanimously

Mr. Torrence updated the board on the national competition results. Mr. Hernández complemented him on his leadership and sees a great future for the WVTSC under Mr. Torrence's leadership.

5) Secondary Math Intervention Grant:

To: Brian Flones, Superintendent and Wenatchee School Board
From: Les Vandervort, Chief Financial Officer
Date: June 23, 2011
Re: Secondary Math Intervention

Based on bids received and the recommendation of the special programs director, Nancy Duffey, I recommend the board accept Carnegie Learning as the vendor for a secondary math intervention program.

Secondary Math Intervention Bid Review				6/20/2011
Date	Company	Actual Bid	Comments	
6/20/11	Holt McDougal (Hughton Mifflin)	\$27,402.00 \$12,662.00 \$26,000.00 1st year \$66,064.00 2nd year \$26,000.00 3rd year \$26,000.00 3 years \$118,064.00	Text only for course 1, 2, 3 (66 students), pre-algebra, algebra 1 (60 students), geometry (25 students), algebra 2 (60 students) - Hard Cover Software: Destination Math Professional Development - 20 days PD only PD only	
6/20/11	Renaissance Learning	no quote	Software: Program Accelerated Math for Intervention	
6/20/11	Math Teachers Press	no quote	Software: Moving with Math - Intervention Program that can be aligned to the District's core program. Paper and technology intervention. Professional Development is available. Manipulative based???	
6/20/11	Compass Learning	no resource \$10,000.00 \$90/student	Software: Web based technology program Math: 6-8, Algebra1, Geometry, Algebra 2, Core curriculum??, Professional Development Software: Licenses	
6/20/11	Carnegie Learning	\$21,667.00 \$43,000.00 \$63,448.00 3 Year \$128,115.00 Annual \$42,705.00	Math 1, 2, 3, bridge to algebra, algebra 1, geometry. Software that aligns with core curriculum - Soft Cover Professional Development - 20 days Software: Licenses, Support & Maintenance *this includes 50 concurrent licenses that can serve up to 500 student with more flexibility of movement. This software does not just practice skills, but adjusts to each of the student's responses.	

Present:
Pat McQuoid
Nancy Duffey
Maria Enriquez

The decision was to go with Carnegie Learning. 1. The district has been using the software component for the last 3 years. 2. The district has a CORE math program, College Prep Math. We were looking for a different presentation approach to use as intervention for our struggling students. 3. As noted above the additional cost for licenses is for 50 concurrent users which allows us to serve up to 500 students. Also the software uses a conceptual teaching approach at the point of student response, not just practice.

FEDERAL GRANTS BID SUMMARY

Department: Special Programs

Date: 5/31/11

<p>Item:</p> <p>Core Math Curriculum for grades 6, 7, 8, Pre-Algebra, Algebra, and Geometry. Professional Development and software licenses</p>	<p>Specific Requirement for Item:</p> <p>Technology math intervention, curriculum and professional development to coordinate core instruction and intervention</p>
<p>Vendors:</p> <p>1. Carnegie Learning</p> <p>2. Holt McDougal/Houghton Mifflin</p> <p>3. Compass Learning</p>	<p>Price/Spec Comparisons (as per attached quotes):</p> <p>\$128,115.00 - Includes a 3 year software concurrent license for 50 (can be expanded to 500), math softcover textbooks for 3 years, 20 days of professional development for each year.</p> <p>\$118,064 - Includes hardcover textbooks, 3 year software license and professional development for 3 years</p> <p>\$10,000 for professional development, and \$90 per student for software license. No resources listed. Bid was vague</p>

Vendor Recommended: Carnegie Learning

EPLS.gov cleared The decision was to go with Carnegie Learning. 1. The district has been using the software for the past 3 years. 2. The district has a CORE math program. We were looking for a different presentation approach to use as intervention for our struggling students.

WSD Director of Special Programs Nancy Duffey explained the Carnegie Learning program and grant and answered the board's questions. She explained there is access to the program from home for students and parents.

MOTION MADE: Jesús Hernández made the motion to approve the intervention program Carnegie Learning grant as presented.

SECONDED: By Laura Jaecks

APPROVED: Unanimously

7) Architectural Services Contract – TCF Architectural:
Mr. Flonex presented the following including the complete contract for the board to approve.

TCF  Architecture

**ARCHITECT – OWNER
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement is made this 16th day of June, 2011, between the Wenatchee School District #246, the "Owner", and TCF Architecture PLLC, the "Architect", of Tacoma, Washington for Wenatchee School District Pre-Bond Planning Study, (the "Project"), Architect Project No. 2011-008.

The Owner and Architect agree as follows:

- SERVICES.** The Architect shall provide architectural services for the Project as outlined in the Architect's attached Scope of Services and Fee Proposal dated June 16, 2011, the "Scope of Services and Fee Proposal", which is incorporated into this Agreement as Attachment 1. Said services will commence upon receipt of the signed Agreement. This Agreement is between the parties hereto only and is not intended to benefit any third party nor to create any rights in any person or entity other than the parties hereto.
- COMPENSATION.** The Owner shall pay to the Architect, as compensation for the Services, the amounts as identified in the Scope of Services and Fee Proposal and the attached Schedule of Charges and Compensation, the "Rate Schedule", which shall be incorporated into this Agreement as Attachment 2.
- REIMBURSABLE EXPENSES.** The Owner shall pay to the Architect the cost for all reimbursable expenses incurred by the Architect, plus a 15% markup administrative fee, all which shall be in addition to the compensation for Basic and Additional Services. Reimbursable expenses shall include expenses incurred by the Architect and Architect's Principals, employees and subconsultants in the interest of the Project as identified in the following clauses. This mark-up shall also be applied to the fees of the Architect's consultants.
- BILLING AND PAYMENT**
Progress Payments. Invoices will be submitted by the Architect monthly, and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days after the invoice date, regardless of whether the Owner has secured project financing. The Owner shall be deemed to have accepted all portions of the invoice for which the Owner has not given the Architect written notice of objection (specifically stating the portion and grounds of the objection) within thirty (30) calendar days of the date of mailing the invoice.
Interest. If payment is not received by the Architect within thirty (30) calendar days of the date of the invoice, the Owner shall pay an additional charge of one-and-one-half percent (1 1/2%) (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month.
- TERMINATION, SUSPENSION OR ABANDONMENT.** In the event of termination, suspension or abandonment of the Project, the Architect shall be equitably compensated for all services performed plus all reimbursable expenses. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven (7) calendar days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.
- OWNERSHIP OF DOCUMENTS.** Drawings, specifications, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
- OPINIONS OF PROBABLE COST.** Since Architect does not have control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost, when provided, are to be made on the basis of the Architect's (or their cost consultant's) experience and qualification and represent the Architect's (or their cost consultant's) best judgement as design professionals generally familiar with the construction industry. However, the Architect cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared for the Owner. If the Owner wishes greater assurance as to the construction cost, the Owner shall employ an independent cost estimator.
- RISK ALLOCATION.** In the execution of its services, the Architect will exercise its best professional judgement. No other warranties, expressed or implied, are given.

Owner recognizes the inherent risk of claims associated with the service to be provided by Architect. In partial consideration of Architect's commitment to perform the services under this Agreement, Owner and Architect agree:

- 8.1 That the Owner will defend, indemnify and hold harmless the Architect (along with its principals and employees) and the Architect's consultants against any and all claims, damages and liability arising out of or related to this Agreement or the services performed hereunder that are caused partly or wholly by the act, error or omission of the Owner or its employees, agents or consultants, provided, however, that the Owner shall have no duty to indemnify or hold harmless the Architect (or its principals or employees) if the claim, damages and liability are caused by the sole negligence of the Architect. Provided further, that if the claim, damages and liability are caused by the concurrent negligence of the Owner and the Architect, the Owner's duty to indemnify and hold harmless shall be limited to the extent of the Owner's contributory negligence.
- 8.2 Consequential Damages. The Owner and the Architect waive consequential damages for claims, disputes and other matters in question arising out of or related to this Agreement or the breach or alleged breach of this Agreement.
- 8.3 Limitation of Liability. The Architect's total liability under this Agreement for all claims, losses or damages to any party directly or indirectly related to this project shall be limited to \$50,000 or the total amount of fees for the Project under this Agreement, whichever is less.

9. DISPUTE RESOLUTION - MEDIATION

- A. Except for the payment of invoices, the parties will attempt to resolve any dispute arising out of the performance or interpretation of this agreement, including any claim for negligence, by mediation pursuant to the Washington Mediation Act.
- B. If the mediation is unsuccessful, the parties shall resolve any such dispute by binding arbitration pursuant to the Washington Arbitration Act. Upon the mediator's declaration of impasse or thirty days following the appointment of a mediator, the mediation shall be deemed unsuccessful. The arbitrator shall be a person experienced in architectural and construction contracts and law with no business connection with either party.
- C. Each party shall pay one-half of the costs of the mediator and of the arbitrator. In any arbitration, the substantially prevailing party shall be entitled to reasonable attorneys and expert witness fees. In determining the substantially prevailing party and an equitable amount to award after rendering a decision on the merits, the arbitrator shall receive evidence of the substance and timing of all settlement offers and the substance and timing of all responses thereto.

10. MISCELLANEOUS PROVISIONS

Hidden Conditions. Inasmuch as the review of an existing building and/or site requires that certain assumption be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building and/or site, the Owner agrees not to make any claims against the Architect if it develops that the conditions actually reviewed do not accurately reflect conditions elsewhere in the existing building and/or site.

Environmental Hazards Waiver and Indemnity. The Architect and the Architect's consultant(s) shall have no responsibility for the discovery, presence, handling, removal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site.

Taxes. The Owner shall compensate the Architect, in addition to all fees and reimbursable costs, for the application of all new or retroactive taxes on the services for the Project by the federal, state or local government.

Assignment. Neither party to this Agreement shall assign the contract without written consent of the other.

Collection Costs. In the event legal action is necessary to enforce this Agreement, the Architect shall be entitled to collect from the Owner any judgment or settlement sums due, actual attorney's fees, expert witness fees, court costs and expenses incurred by the Architect in connection therewith and, in addition, the reasonable value of the Architect's time and expenses spent incurred by the Architect in connection with such collection action, computed at the Architect's prevailing fee schedule and expense policies.

Governing Law. This Agreement shall be governed by the internal laws of the State of Washington.

Merger. This Agreement states the entire agreement between the Owner and the Architect with respect to its subject matter and supersedes all prior and contemporaneous negotiations, commitments, understandings and agreements with respect to its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both the Owner and the Architect.

Signing Authority. Each individual signing this Agreement on behalf of a named party warrants that he or she has the authority to sign on behalf of his or her principal and to bind his or her principal to this Agreement and its terms.

Re: Wenatchee School District Pre-Bond Study
Scope of Services and Fee Proposal

Dear Brian:

We are very excited to begin work on the Wenatchee School District Pre-Bond Study, and to work with you and everyone at Wenatchee School District. I have felt welcome and comfortable with you and everyone in Wenatchee every since my first visit back in November. It will be an honor to work with you on this study, and then on the new school and renovation projects when the bond issue passes next year.

Our Scope of Services and Fee Proposal (dated June 16, 2011) are attached. This is our proposal to you based on our understanding of the project. I have developed the fee proposed to outline what services we are proposing in a step by step manner so that you can make sure we are providing the services that you want and need, and so that you understand the process we are envisioning. If I have misunderstood any of your needs, or if you see other desired modifications in our proposal, I will be happy to make adjustments.

We understand that the Wenatchee School District has selected TCF to assist with this study, and to be your architect for these projects when the bond issue passes. Our proposal is based on the following understanding and assumptions:

Project Scope: We understand that this study is to include five basic components, as follows:

1. Washington Elementary School: Our charge is to provide conceptual design and cost estimating services. This is to include both the design of a new 4 track (4 classes at each grade level) K-5 elementary school to replace the existing school, and the remodel of the Castle Rock Building, which is a separate pre-school program on the same site. The new elementary school will be constructed on the same site, and the existing school must remain in operation during construction. We anticipate that the new school will be located on the northeast corner of the site in the existing playfield area. There will likely be a new parking lot constructed where the existing building is located, to be shared by the new school and the pre-school building. The existing Castle Rock Building appears to be a 1950's or 1960's building. We are assuming a conceptual level design effort that will result in a site plan, floor plans (probably 2-story), basic sections and elevations, and 3-dimensionally imagery. A conceptual level cost estimate will be provided for all building and site related costs.
2. Facilities Standards: We are to assist in the development / documentation of material and systems standards for the School District. We are assuming that this will be very similar to the work we completed for the Highline School District, and that we will use that document as a starting point.
3. Wenatchee High School Campus Master Plan: Our charge is to prepare a campus master plan focused on sports facilities and future portables that may be needed at the campus to support growing enrollment. You do not plan to expand the square footage of the high school, rather you are thinking towards a new 2nd high school at some point in the future. As such, we are

focusing on the sports fields and portables. As a part of this, we are to study the property that you own across the street to the south of the campus to see if it may be of value as a sports venue or perhaps parking. You currently own 5 acres and have an option on another 5 acres, which adjoins the property you currently own. The basic sports facilities currently include; competition track, tennis courts, practice baseball, and a practice football field. I understand that you do not intend to add any new sports facilities, just to improve what you have. You want to add a concession and restroom building near the track so that they can host district meets, new bleacher seating (possibly portable), re-surface the track, and possibly expand the tennis courts. We will plan these improvements, and provide costs estimates.

4. Irrigation Main: The city has an irrigation district that provides water to the school district. A main that serves the high school and middle schools needs to be improved. This is strictly a civil issue. Our civil engineer will provide a review of the currently design and a cost estimate for the proposed improvements.
5. Recreation (Baseball) Park: This is the high school's competition baseball field, but it is located adjacent to Pioneer Middle School. We are to study renovation or replacement of the bleacher building and study field lighting for improvements or replacement, and provide cost estimates for both. The existing building is an old wood structure that has covered bleachers, and incorporates restrooms and concessions. Our task is to review and decide if it is worth renovating and saving, and if so, what should be done and how much it will cost. Also, consider whether it would be more cost effective to replace it, and if so, what the cost will be. Finally, study the existing baseball field lighting and determine if it should be supplemented or replaced, and what the estimated costs will be.

Assumptions:

- Schedule: Following is our anticipated project schedule.
 - Contract: Approximately June 20, 2011
 - Study Phase: Complete by Mid July, 2011
- Fees: Are based on above scope of work, and will be adjusted if the Owner decides to modify the scope. See the fee proposal for more detailed information.
- TCF Consultants: TCF will provide the following consultants:
 - Structural Engineer: Will provide services as indicated in their proposal. See the attached proposal from PCS Structural Solutions.
 - Mechanical / Electrical: Will provide services as indicated in their proposal. See the attached proposal from Hargis Engineers.
 - Civil Engineer: Will provide services as indicated in their proposal. See the attached proposal from RH2.
 - Landscape Architect: Will provide services as indicated in their proposal. See the attached proposal from The Berger Partnership.
 - Cost Control Consultant: Will provide services as indicated in their proposal. See the attached proposal from The Robinson Company.
 - Acoustical Consultant: Will provide services as indicated in their proposal, as an optional additional service. See the attached proposal from SSA Acoustics.
 - Food Service Consultant: We have not included a food service consultant. We will provide cost estimating for kitchen equipment based upon historical averages. If the WSD would like a more detailed evaluation of their needs, we can add a food service consultant as an additional service.
 - Abatement Consultant: We have not included an abatement consultant on our team at this time, but have included a budget line item based on similar past projects in case the WSD would like to add this consultant. If so, a proposed consultant will be provided and fees adjusted based on that proposal.
 - Other Consultants: No other consultants are included or anticipated at this time. If it becomes apparent others are needed, we will notify you.

Project Fees:


Fee Type: We propose to provide our Basic Services on an Hourly Fee Basis, Not-To-Exceed the total overall fee estimated on the attached proposal, plus Reimbursable Expenses as incurred. With this approach, we will only bill you for the actual time required to provide these services, and will work to make our time as efficient as possible. Consultant fees will be on the same fee basis, plus a 15 percent TCF mark-up. Optional Additional Services are also included should they become necessary or should the WSD decide any of these services are desired. If they are not included in the initial contract, we will request approval in writing should they become desired or necessary.

Fee Summary: Following is a summary of the proposed fees. See the attached proposals for each part:

	<u>Fees</u>
Task 1: Washington Elementary School / Castle Rock Building	\$ 91,898.15
Task 2: Facilities Standards	\$ 28,622.90
Task 3: Wenatchee High School Campus Master Plan	\$ 27,988.95
Task 4: Irrigation Line	\$ 2,903.80
Task 5: Recreation Park	<u>\$ 18,055.10</u>
Totals	\$169,468.90
Task 6: Optional Services (see Fee Proposal for breakdown)	\$ 48,867.45
Estimated Reimbursable Expenses Budget	\$ 3,500.00

Again, if you find any items that need to be adjusted, or if you have a budget that we need to work toward, we will be happy to make adjustments. As I mentioned when we met at your office last week, the thoroughness and cost are directly proportional to the level of design work and the level of detail provided in the cost estimating. There are lesser levels of service available if this proposal exceeds your budget. We are here to support you in whatever manner makes the most sense for the school district. Please give me a call if you have any questions.

Respectfully,
TCF Architecture pllc



Brian D. Fitzgerald, AIA, REFP
Managing Principal

MOTION MADE: Jesús Hernández made the motion to approve the TCF Architectural Contract as presented.
SECONDED: By Walter Newman
APPROVED: Unanimously

8) WSD Budget Status Report: CFO Les Vandervort reported the following:

To: Wenatchee School Board
From: Brian Flones, Superintendent
Prepared by: Les Vandervort, Chief Financial Officer
Date: June 21, 2011
Re: **May 2011** 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 **75%** of the fiscal year elapsed, Total General Fund revenues were **72.9%** and expenditures were **68.4%** of budgeted amounts. The Ending Unreserved fund balance of **\$8,693,219** is **11.17%** of budgeted expenditures.

Restricted Fund Balance of **\$4,602,000** is set aside for:

1. Unemployment / Pension contingencies
2. Worker's Comp Reserve
3. Property contingencies
4. Maintenance contingencies
5. 2009-10 revenue carryforwards
6. Motor Pool

Additionally, \$3,000,000 is set aside for the Westside High School remodel.

The district's M&O Levy for 2011 collection is **\$10,187,000**.

CAPITAL PROJECTS FUND The ending fund balance of **\$2,678,774** 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 and some remodeling costs for the Westside High School project.

DEBT SERVICE FUND The ending fund balance of **\$2,781,374** 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 district's 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 **73.8%** of the amount budgeted for the year. Expenditures are **65.9%** of budget.

The Total Ending Fund Balance is **\$546,619**.

TRANSPORTATION VEHICLE FUND The ending fund balance of **\$32,726** is available for purchase of school buses. The total cost for three (3) new buses for this year is \$378,661.

9) WSD Enrollment Report: CFO Les Vandervort reported the following:

To: Wenatchee School Board
From: Brian Flones, Superintendent
Prepared by: Les Vandervort, Chief Financial Officer
Date: May 21, 2011
Re: Enrollment Reports for **May 2011**

Exhibit A - Monthly Enrollments.

The **May 2011** count of K-12 students is **7,604.83 full-time equivalents (FTE)** including 133.44 FTE Running Start students.

The *average* FTE is **7,697.56** which are **1.94** FTE below budgeted *average* FTE of 7,700.

Exhibit B shows the changes in our average FTE enrollment, as reported to SPI, over time. Exhibit B reflects the history of our actual state funding level of FTE.

Exhibit C is a restatement of enrollment from 2000-01 for 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 grades 9-12 counts (except for 09-10 which reflects actual enrollment).

Exhibit D shows the monthly information in graphic form, with a comparison to last year's enrollment and 2010-11 budgeted numbers.

Also included are exhibits showing enrollment by school.

Stimulus has been a great resource for funding existing programs and staff. Having advance notice of potential and real state funding reductions allowed for measured absorptions and adjustments, resulting in many of those dollars being saved into fund balance.

Enrollment is projected to be similar to 2010-11 with the usual reshuffle of bubbles (high number of students per classroom) at certain grade levels.

Some funding resources were minimally impacted:

1. **Levy equalization** (LEA) remains intact for the time being. As state revenues continue to lag behind expectations, this may be an area of interest for legislators next year and the budget reflects a conservative estimate of expected LEA revenue.
2. **All Day Kindergarten** continues to be funded for those schools qualifying for low income status.
3. Although reduced for first year qualifiers, funding for **National Board Certified** teachers continues at current levels.
4. **Depreciation** funding for transportation continues at current levels.
5. **Enrichment** program funding remains the same as 10-11 (although state funding for enrichment covers less than 20% of the program).

Summary of Preliminary 2011-12 Budget

1. The **Total Expenditure** budget decrease is **6.27%** or **\$4,589,487** (\$77,844,486 to \$73,254,999)
2. The **Total Revenue** budget decrease is **7.52%** or **\$5,443,039** (\$77,834,530 to \$72,391,491)
3. Expenditures exceed Revenue by \$863,508
4. Major programs with expenditures greater than revenue:

a. Special Education	(\$ 830,544)
b. Transportation	(\$ 450,100)
c. Enrichment	(\$ 394,617)
5. Up to \$1,500,000 is budgeted to be transferred to the Capital Projects Fund for potential property purchases.
6. Enrollment:

	<u>05-06</u>	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
BEA K@ .5 FTE	6,989	7,047	7,127	7,193	7,291	7,301	7,238
With/ BEA funded ADK			7,355	7,460	7,467	7,411	
With ADK and Skills Center					7,664	7,700	7,691
7. Staffing:
 1. Certs: Funding shifts between programs reduces BEA staffing
 2. Classified: RIF's in BEA and Special Ed reduced classified FTE
 3. Admin: Staffing still below BEA formula allocation
8. Fund Balance:

Beginning Total Fund Balance		\$12,030,000
Revenue	72,391,491	
Expenditure	<u>73,254,999</u>	-863,508
Transfer Out		<u>-1,500,000</u>
Ending Total Fund Balance		\$ 9,666,492

Mr. Vandervort took questions from the board. The board complimented Mr. Vandervort for his job well done in managing the district's budget during these difficult times. They appreciate how he keeps them informed and stays on top. The budget will come back for approval the first or second board meeting in August. The board thanked Mr. Vandervort for the reports.

Words of wisdom from Mr. Vandervort, "There are 3 kinds of people: those who can count and those who can't."

-Author unknown



- Board President Kevin Gilbert reported phone calls on the WHS annual complaints. He took a look at the annual and talked to Jeanette Marantos, the advisor. His conclusion was, the bottom line, it is very unfortunate that the mistakes on the student's names happened and he felt the other complaints

were not justified, although maybe questionable. He did not find an issue with the annual.

Ms. Jaecks added that the issue was sensationalized by a small minority and she felt the annual was 99% positive. The other board members agreed.

- Mr. Jaecks mentioned the OnCall newsletter in May could possibly be a resource for the Wenatchee Learns campaign and offered to get a copy for everyone.

- Mr. Fones handed out the 2011-12 board meeting and agenda review calendars for the board to review.
- Mr. Fones asked the board if they felt we needed a board meeting in July to let him know and we would schedule one, but any outstanding business necessary is being taken care of in this meeting.

Meeting adjourned at 9:25 p.m. by President Kevin Gilbert.

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President

Superintendent

Date