



Wenatchee School District Regular Board Meeting

Minutes of June 10, 2013
District Office

Board Members Present

Jesús Hernández
Walter Newman
Kevin Gilbert

Staff Present

Brian Flones, Superintendent
Cabinet

The Board retirement recognition reception for the 2013-14 retirees was conducted from 6-7 p.m., due to the number of retirees it extended over the designated time, which caused the regular board meeting to be slightly delayed.

I. Regular Meeting 7 p.m.

Jesús Hernández, Board President, opened the regular board meeting at 7:18 p.m., with the Pledge of Allegiance. Mr. Hernández stated that Gary Callison and Laura R. Jaecks would not be present and had excused absences.

II. Consent Agenda

Jesús Hernández, Board President, asked for a motion to approve the consent agenda.

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

SECONDED: By Kevin Gilbert

PASSED UNANIMOUSLY

Consent Agenda included:

1) Minutes

MINUTES: 5/28/13 Regular Board Meeting

2) Personnel Report

PERSONNEL REPORT PREPARED BY: Lisa Turner, HR
Director: June 10, 2013 personnel report: on file
Superintendent's 2013-16 Contract approval

3) Vouchers/Payroll

PAYROLL PREPARED BY: Tami Hubensack, Director of Payroll: None

VOUCHERS & CONTRACTS PREPARED BY:

Karen Walters, Director of Accounting –

June 10, 2013

General Fund

Check numbers 562495 through 562675 totaling \$383,446.71.

Capital Projects Fund

Check numbers 562676 through 562678 totaling \$401,116.44.

Associated Student Body Fund

Check number 562679 through 562729 totaling \$34,363.66.

4) Surplus Report

SURPLUS REPORT PREPARED BY:

Karen Walters, Director of Accounting: 6/10/13 on file for review.

5) 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?
06/05/13	New	Illuninate ED	Illuminate Assessment System & Report Cards for 2013-2014	\$24,998	2013-2014 School Year & automatically renewed thru 6/30/2016	Ron Brown	YES	YES
				Budget Code				
				9700 72 7000 000 2320				
06/04/13	Renewal	NCESD Media Services	Renew video streaming Licensing for Learn360 & WHS database access	\$8,536	2013-2014 School Year	Ron Brown	YES	YES
				Budget Code				
				divided between buildings				
06/04/13	Renewal	Riverside Publishing	Renew our DataDirector Licensing	\$38,222	2013-2014 School Year	Ron Brown	YES	YES
				Budget Code				
				9700 72 7000 000 2320				
05/31/13	New	Wenatchee Valley Mall	WHS Panther Fund Raiser	\$60	8/10/13	Deb Liebert	YES	YES
				Budget Code				
				402-4230				
05/28/13	Renewal	College Board	Springboard Student Books 6- 8 grade ELA	\$34,014	8/1/13-6/30/14	Penny Brown	YES	YES
				Budget Code				
				7911 27 5011 000				

III. Recognitions:

1) Superintendent Flones and the board recognized Joe Luna, community member & President of the Citizens of Wenatchee Schools. He was recognized for his leadership in the recent successful Levy election. Mr. Luna was grateful for the opportunity and thanked the board for their confidence. He was presented with a certificate, WSD shirt and travel mug.

IV. Citizen Comments:

None

V. Special Presentations

1) Open Doors Program – Susan Adams, Dave Peterson & Skill Source staff presented the following program to the board.

From: Dave Petersen

RE: SkillSource Learning Center Contract

Since 1992, SkillSource and Wenatchee Public Schools have collaborated to retrieve dropouts and retain at-risk students from throughout the region. About half have earned a GED Certificate or high school diploma. All are counseled to attend Wenatchee Valley Tech or Wenatchee Valley College. SkillSource is excited about the opportunity to better educate youth thru OSPI's new Open Doors 1418 Youth Reengagement Program (Open Doors). This 2010 law established a new framework for dropout reengagement.

I've attached a proposed contract between the Wenatchee School District and SkillSource to enhance SkillSource Learning Center's dropout re-engagement program. This contract will implement OSPI's Open Doors program (WAC 392-700), providing increased funding and flexibility to increase skills and improve learning outcomes for reengaged students at SkillSource Learning Center.

Under the existing contract, the Learning Center educates dropouts ages 15-21. They mostly prepare for the GED certificate but, also earn credit which may be accepted if they return to high school. Additionally, our federal Workforce Investment Act (WIA) funds provide work-readiness training and career planning for eligible low-income youth. The population we serve includes students who are basic skills deficient, low-income, offenders, homeless, disabled, with drug abuse issues, and various other barriers to success. Due to funding limitations, only 25 percent of Learning Center students receive case management and work-readiness training.

For the last several years, we have offered an Alternative Learning Experience (ALE) program which generates 10 to 20 percent less per FTE than Open Doors and Basic Education programs. However, Open Doors students are not penalized, and crucial services, such as academic advising, career guidance, employment assistance, and connection to community resources are funded. Replacing ALE programming with Open Doors programming eliminates this penalty and adds case management for all Reengagement students (age 16 thru 20).

Since Reengagement students must be age 16 by September 1, I request maintaining our current contract for dropouts and at-risk youth who fall below this age requirement.

Wenatchee School District has been dedicated to re-engaging dropouts despite the negative impact on District outcomes. Open Doors has taken this negative impact or "ding" away from school districts by reporting Open Doors students as a separate cohort. Additionally, Open Doors is an outcome-based program. Student outcomes, known as Measures of Academic Progress (MAP's), include attaining significant gains in math and/or reading on a standardized assessment, passing a high school equivalency certificate measure, completing job search and retention coursework, completing a 45 hour paid or unpaid work based learning experience, enrolling in a postsecondary class, and other academic achievements approved by OSPI. Students maintain satisfactory progress and are reportable as a 1.0 FTE by attaining at least one MAP or credential every 3 months, increasing the reportable program FTE.

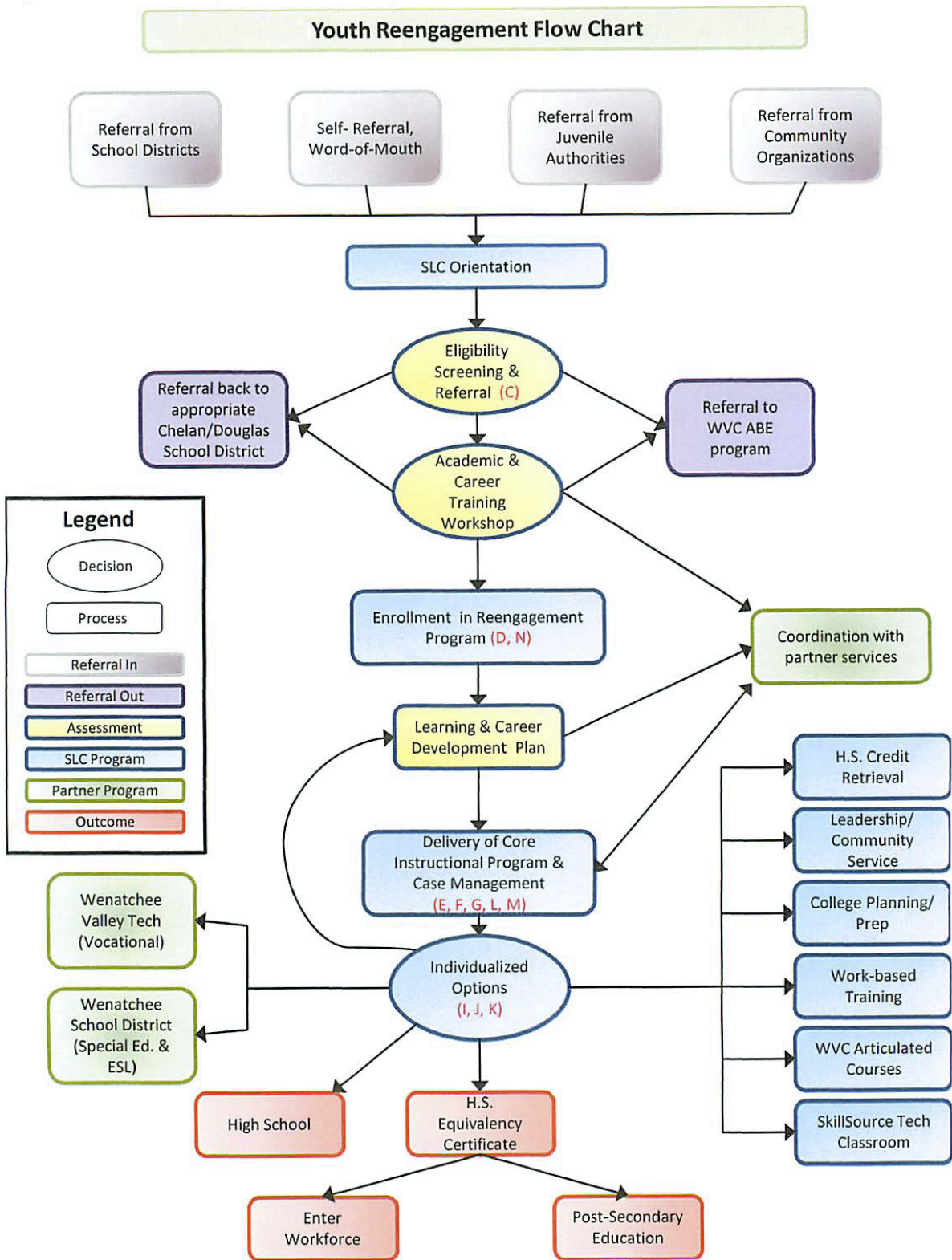
Center Manager Susan Adams and I are available to present additional information to the School Board and answer any questions. Susan or I can be reached by telephone at 663-3091 or email us at Dave@skillsource.org or Susana@skillsource.org. Thank you.

Much discussion followed concerning:

- Differences between the old and new contract.
- OSPI's involvement – 2 year commitment
- New Law requirements
- Federal Work Force Grants/ "At Risk" students
- Collaboration for Work Base Training
- Positive results on: Academics, careers, employment social health services
- ALE – laws changed
- More flexibility – not as much paperwork, more time with students

- Funding increased
- WSD responsibility – where funds come from for coverage
- Law written for drop-outs, to reach educational goals
- ALE’s do not fit our students in these areas
- Enrollments during year up to 215 students = 1.2 FTE’s
- Students also come from other school districts: Chelan, Manson, Quincy, etc. – 40%-45% from other districts- 50% students from WSD.
- Improved outcomes with “Open Door”, Post secondary, tech centers, employment are more options; more secondary and college emphasis for students.
- Valued part of safety net for students with increased case management time and class instruction time.
- Terms of delivery are much improved equaling increased success.
- September 1st starting date

They provided the following flow chart:



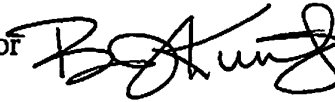
At end of the discussion and the board had no other questions, a board member asked for additional time to make this an action item, until the next board meeting, June 28th. The rest of the board and all the Skill Source staff agreed that would be acceptable.

IV. Old Business

1) **SUMMER ACTIVITIES SCHEDULE UPDATE:** Superintendent Fones presented the following updated summer sports/activities schedule to the board.

To: School Board & Superintendent Brian Fones

Fr: BJ Kuntz, Athletic Director



Re: Summer Athletic Programs

I am requesting your support for the following changes / additions to the summer athletic program request.

Changes:

Summer Pole Vault – The previous approval was for Wenatchee School District cleared athletes only. This request is to open the pole vault opportunities to athletes in surrounding school districts. They will be required to sign a liability release, have a current sports physical and sign the additional pole vault safety forms. This has been reviewed and accepted by Canfield.

Summer “open” Tennis – Would like to be moved from Thursdays to Mondays.

Additions:

Summer dance team practices – The dance team would like to have occasional practices during the summer to prepare for the fall. They will be evening practices at the track and all participants will be cleared in the athletic office.

Dance Camp – The dance team would like to attend the Othello Summer Dance Team Clinic June 17 and 18. All participants will be cleared through the athletic office.

Summer Cheer team practices – The cheer squad would like to have occasional practices during the summer to prepare for the fall. They will be evening practices and all participants will be cleared in the athletic office.

Summer Soccer scrimmages – The new girls soccer coach would like to set up some scrimmages with local school districts if the schedules allow. All WHS participants will be cleared through the athletic office for participation. Visiting schools will be required to sign a waiver and be under the supervision of their coach.

MOTION MADE: Kevin Gilbert made the motion to approve the Summer Athletic/Activities Updated Programs as presented by Superintendent Fones for Athletic Director BJ Kuntz.

Discussion: Questions about where the tennis camp would be played and details about WHS field turf were answered.

SECONDED: By Walter Newman

PASSED UNANIMOUSLY

2) **Irrigation Agreement with City of Wenatchee:** M&O Director Bryan Visscher presented the following Interlocal Agreement with the City of Wenatchee for approval.

Brief discussion about the collaboration with City of Wenatchee as being a good practice. Also the sink-holes and irrigation line discussion was brief.

INTERLOCAL AGREEMENT
FOR INSTALLATION OF IRRIGATION LINE AND DOMESTIC
WATER DISTRIBUTION MAIN ON SOUTH MILLER STREET

This Interlocal Agreement ("Interlocal Agreement") between WENATCHEE SCHOOL DISTRICT ("District") and the CITY OF WENATCHEE ("City"), sometimes collectively referred to as the Parties.

RECITALS

- A. The District is in the process of replacing an irrigation water line on South Miller Street which serves several District properties as well as two City properties.
- B. The City recognizes the value to the City, and its residents, of replacing the irrigation line and desires to contribute to the installation costs.
- C. The City has, on many occasions, repaired leaks in the line which partially resides in the paved section of South Miller Street at no cost to the District.
- D. The City also desires to replace a portion of a City domestic water main in the vicinity of the irrigation line and desires to compensate the District for costs associated with the irrigation line replacement which would be considered shared costs of the common excavation for both pipes.
- E. The Parties desire to enter into this Interlocal Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act.

Now, therefore, the Parties agree as follows:

- 1. Duration of this Agreement. This Agreement shall be effective upon the date signed by both Parties and will remain effective until installation of the irrigation and domestic water main is complete and all associated payments have been made.
- 2. Administration. No separate legal or administrative entity is created by this Agreement. This Agreement will be administered by the designated representative of the District and the City as follows:

For the District: Facility and Risk Manager
For the City: Director of Public Works

- 3. Responsibilities of the District.
 - a. The District has engaged a contractor to perform the work associated with the replacement of the irrigation line and has the sole responsibility for compliance with said contract.
 - b. The District has obtained City approval of the design documents for the facility
 - c. The District's contractor has obtained a right of way permit from the City for the restoration of the roadway infrastructure associated with the irrigation line replacement project.
- 4. Responsibilities of the City.
 - a. The City shall engage a contractor and/or utilize City staff to perform the work associated with the replacement of the domestic water main and shall be responsible for payments due to the contractor for said work.
 - b. The City shall pay for the right or way permit obtained by the District's contractor for the restoration of the roadway infrastructure associated with the irrigation line replacement project.
 - c. The City shall pay the cost of replacement of the northbound vehicle detection loops at the intersection of Miller Street and Russell Street affected by the irrigation line replacement project.
 - d. The City shall pay the District \$9,547.50 for costs associated with the irrigation line replacement which would be considered shared costs of the common excavation for both pipes as follows:

Additional Sawcutting	\$595.50
Additional ACP Removal	\$902.00
Additional Paving and Prep	\$8,050.00
Total	\$9,547.50

- 5. Hold Harmless. Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
- 6. Applicable Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Chelan County, Washington.
- 7. Non-Discrimination. Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.
- 8. Severability. If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of all parties.
- 9. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.
- 10. Compliance with RCW 39.34.040. Pursuant to RCW 39.34.040, this agreement shall be filed with the Chelan County Auditor or alternatively, listed by subject on the public web site of the parties hereto or on other electronically retrievable public source.

MOTION MADE: Kevin Gilbert made the motion to approve the Interlocal Agreement with the City of Wenatchee as presented by Bryan Visscher.
SECONDED: By Walter Newman
PASSED UNANIMOUSLY

3) **Hurst Contract Application:** M&O Director Bryan Visscher presented the following Contract application for approval.

APPLICATION FOR PAYMENT

OWNER: WENATCHEE SCHOOL DIST. #246 235 SUNSET AVE. WENATCHEE, WA 98801	PROJECT: MILLER STREET IRRIGATION MAIN LINE REPLACEMENT	APPLICATION NUMBER: TWO WORK CATEGORY NO: M&O - IRRIGATION PERIOD ENDING: May 25, 2013 CONTRACT WORK: SCHEDULE OF VALUES ITEMS 1 AND CHANGE ORDER 1 & 2 PROJECT NUMBER: FORSGREN NO. 08-08-0055
CONTRACTOR: HURST CONSTRUCTION LLC P.O. BOX 990 WENATCHEE, WA 98807	ARCHITECT: FORSGREN ASSOCIATES, INC. 112 OLDS STATION ROAD WENATCHEE, WA 98801	PERCENT COMPLETE 100.00% PREPARED BY: JENNIFER FAULKNER
		DISTRIBUTION: CONTRACTOR <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> AIA G702

APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	\$ 121,700.00
2. NET CHANGES TO CONTRACT:	\$ 37,603.47
3. TOTAL CONTRACT AMOUNT:	\$ 159,303.47
4. TOTAL COMPLETED AND STORED TO DATE:	\$ 159,303.47
5. RETAINAGE:	
a. 5 % of Completed Work	\$ 7,965.17
b. 0 % of Stored Material	\$ 0.00
Total Retainage:	\$ 7,965.17
6. TOTAL COMPLETED LESS RETAINAGE:	\$ 151,338.30
7. LESS PREVIOUS APPLICATIONS:	\$ 135,265.75
8. CURRENT PAYMENT DUE:	\$ 17,493.70
* includes 8.40% sales tax on gross of \$16,918.4700 less 5% retainage of gross	
9. BALANCE TO FINISH INCLUDING RETAINAGE:	\$ 0.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	\$ 34,820.00	\$ 0.00
Changes From This Application:	\$ 2,783.47	\$ 0.00
Total:	\$ 37,603.47	\$ 0.00
Net Changes:	\$ 37,603.47	

CONTRACTOR'S CERTIFICATION:

The Contractor declares that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: <u>Jesse Hurst, President</u>	DATE: 05/25/2013
State: WA Country: U.S.A.	
Subscribed & sworn to before me	
this 25th day of May, 2013	
Notary Public Name: Jennifer Faulkner	
Commission Expiration Date: 02/08/2014	



OWNER'S CERTIFICATION:

The Owner hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT: Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.	
OWNER: <u>[Signature]</u>	DATE: 6/5/13
The Amount Certified is payable to the contractor listed above.	

INTERIM LIEN/CLAIM WAIVER

From: * HURST CONSTRUCTION LLC (Name of Firm Giving Release) * P.O. BOX 990 (Business Address) * WENATCHEE, WA 98807 (City, State, Zip Code)	Project: WHS - MILLER ST. IRRIGATION MAIN LINE REPLACEMENT (Project Name) SOUTH MILLER BETWEEN RED APPLE RD. & RUSSELL ST. (Project Address) WENATCHEE, WA 98801 (City, State, Zip Code)
Contact Person: * JESSE HURST	Project Manager: * JOSH GRAHAM
Contact Telephone: * (509) 679-1956	Project Telephone: * (509) 679-7103

CONDITIONAL RELEASE The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from (Name of Firm writing check:) * WENATCHEE SCHOOL DISTRICT NO. 246 in the sum of \$ 147,226.09 (Pay Est. 1) + \$17,493.70 (Pay Est. 2) and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers a progress payment for labor, services, equipment, materials furnished and/or claims through (date) 05/25/2013 only and does not cover any retention or items furnished after that date. Before any recipient of this document relies on it said party should verify evidence of payment to the undersigned. I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT. Signature: <u>Jesse Hurst</u> (Authorized Corporate Officer/Partner/Owner) PRESIDENT, HURST CONSTRUCTION LLC (Title) Dated this 25TH day of MAY 2013 at: WENATCHEE, WASHINGTON Subscribed and sworn before me day and year first above written: by <u>Jennifer Faulkner</u> Notary Public for THE STATE OF WASHINGTON	UNCONDITIONAL RELEASE The undersigned does hereby acknowledge that the undersigned has received progress payments in the sum of \$ _____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers all payment for labor services, equipment, materials furnished and/or claims to the above referenced job through (date) _____ only and does not cover any retention or items furnished after that date. NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM. I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT. Signature: _____ (Authorized Corporate Officer/Partner/Owner) (Title) Dated this _____ day of _____, 2012 at: _____ Subscribed and sworn before me day and year first above written: by _____ Notary Public for *
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Item No.	ITEM DESCRIPTION	ESTIMATED CONTRACT QUANTITIES				PREV. APPROVED		TOTAL THIS REQUEST		TOTAL TO DATE		
		UNIT	BID PRICE	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	PERCENT
1	Base Bid	LS	\$ 121,700.00	1.00	\$ 121,700.00	0.95	\$ 115,615.00	0.05	\$ 6,085.00	1.00	\$ 121,700.00	100.00%
					\$ 121,700.00		\$ 115,615.00		\$ 6,085.00		\$ 121,700.00	100.00%
Change Order(s)												
1	Additional depth of 10" for C900	LF	\$ 18.50	770.00	\$ 14,245.00	770.00	\$ 14,245.00	0.00	\$ -	770.00	\$ 14,245.00	100.00%
	Additional saw-cutting	LS	\$ 1,191.00	1.00	\$ 1,191.00	1.00	\$ 1,191.00	0.00	\$ -	1.00	\$ 1,191.00	100.00%
	Additional ACP removal	LS	\$ 1,804.00	1.00	\$ 1,804.00	1.00	\$ 1,804.00	0.00	\$ -	1.00	\$ 1,804.00	100.00%
	Additional paving and prep work	LS	\$ 16,100.00	1.00	\$ 16,100.00	0.50	\$ 8,050.00	0.50	\$ 8,050.00	1.00	\$ 16,100.00	100.00%
	Additional work for side services	LS	\$ 1,480.00	1.00	\$ 1,480.00	1.00	\$ 1,480.00	0.00	\$ -	1.00	\$ 1,480.00	100.00%
2	Force Account Activity	LS	\$ 2,783.47	1.00	\$ 2,783.47	0.00	\$ -	1.00	\$ 2,783.47	1.00	\$ 2,783.47	100.00%
					\$ 37,603.47		\$ 26,770.00		\$ 10,833.47		\$ 37,603.47	100.00%
CURRENT CONTRACT AMOUNT					SUBTOTAL	\$ 159,303.47	\$ 142,385.00		\$ 16,918.47		\$ 159,303.47	100.00%
					SALES TAX - 8.40%	\$ 13,381.49	\$ 11,960.34		\$ 1,421.15		\$ 13,381.49	
					LESS 5% RETAINAGE	\$ (7,965.17)	\$ (7,119.25)		\$ (845.92)		\$ (7,965.17)	
					TOTAL	\$ 164,719.79	\$ 147,226.09		\$ 17,493.70		\$ 164,719.79	
AMOUNT REMAINING ON CONTRACT					\$ -							

- Brief discussion followed:
- Costs design to Pioneer Park
 - Additional time needed
 - Change order all completed
 - Neighbors surveyed and are satisfied

MOTION MADE: **Walter Newman** made the motion to approve the Contract Application with Hurst Construction as presented by Bryan Visscher.

SECONDED: By **Kevin Gilbert**

PASSED UNANIMOUSLY

4) **WHS Alarm System Bids- ABSCO:** M&O Director Bryan Visscher presented the following bid for approval. Mark Yaple, of the fire department assisted to answer questions. Mr. Visscher offered Option #1 & Option #2. Option #1 was without “Mass Notification”, Option #2 included “Mass Notification”.

OPTION #2 WITH “MASS NOTIFICATION”: (recommended option)



WENATCHEE SCHOOL DISTRICT NO. 246
Maintenance and Operations
1001 Circle Street
Wenatchee, WA 98801

AGREEMENT made this the 10th day of June, 2013 between the Wenatchee School District (the Owner), ABSCO Alarms, Inc.. (the Contractor). As referred to in subsequent Articles of this contract, the Owner’s representative shall be the Director, Maintenance and Operations, Wenatchee School District 246.

The Owner and the Contractor agree as set forth below:

Article 1 - The Contract Documents

The Contract Documents consist of this Agreement, Drawings and Specifications as attached and listed below and all written change-orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

Article 2 - The Work

LOCATION: Wenatchee High School

Complete replacement of Wenatchee High School Fire Alarm System including Mass Notification Design and installation per drawings and specifications and Alternate #3 and addenda 1 and addenda 2 by Cofflin Engineers.

All work sites to be cleaned and free of debris when work is complete.

Article 4 - Contract Sum

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract

Total Lump Sum Price	<u>\$ 284,475.00</u>
Contingency 10%	<u>\$ 28,447.50</u>
Washington State Sales Tax @ 8.4%	<u>\$ 26,285.49</u>
TOTAL CONTRACT PRICE	<u>\$ 339,207.99</u>

WRITE IN AMOUNT
Three Hundred Thirty Nine Thousand Two Hundred Seven and 99/100

Article 5 - Payments

Upon completion of the Project and acceptance by the Director, Maintenance and Operations, payment of the contract will be approved. The District will make payment within 45 days of approval.

For projects completed in phases or material or work delays not attributable to the Contractor, progress payments may be allowed by the District. The Owner's representative will calculate the amount of the progress payment with the assistance of the Contractor.

For projects requiring State Department of Revenue, Department of Labor and Industries and Employment Security Department certifications, payment equal to ninety-five percent (95%) of the contract sum will be paid to the Contractor upon completion and acceptance of the project per Article 5, ¶ 1. The remaining contract balance will not be paid until a) receipt of all necessary releases from the department of revenue, b) receipt of all necessary releases from the department of labor and industries and c) settlement of any liens filed under RCW chapter 60.28.

Article 5b – Key loan

The District shall loan the Contractor keys and temporary alarm codes as necessary for use during construction. No payment will be released until all keys are returnee to the District Maintenance and Operations Supervisor.

Article 6 - Contractor's Bonding

In addition to the Contractor's Surety Bond in the amount of \$12,000 which the Wenatchee School District holds on file, for projects which exceed the value of said bond, as required by RCW 39.08.010, The Contractor shall deliver a Payment & Performance Bond to the District, conditioned that the Contractor shall faithfully perform all the Provisions of this Contract and pay all laborers, mechanics and sub-contractors and material men, and all persons who shall supply the Contractor or sub- contractors with provisions and supplies for carrying on the Work. Per RCW 39.08.030 this bond shall be in an amount equal to the *full contract price*.

For contracts thirty-five thousand dollars or less, at the option of the contractor, in lieu of the payment & performance bond, the Wenatchee School District will retain fifty percent (50%) of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is longer.

Article 7 - Prevailing Wages on Public Works

The Contractor shall pay prevailing wages for Chelan County as specified in Laws for the State of Washington, Chapter 39.12 Prevailing Wages on Public Works. Intent to Pay and Affidavit of Wages Paid shall be filed with the department of labor and industries for all public works contracts.

The State of Washington prevailing wage rates applicable for the public works project, which is located in Chelan County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/Lni/wagelookup/prvWagelookup.aspx>

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wage rates on this project is _____. A copy of applicable prevailing wage rates is also available for viewing at the WSD Maintenance & Operations Department, located at 1001 Circle Street, Wenatchee, WA. Upon request, a hard copy of current rates will be mailed or faxed for this project.

Article 8 - Hold Harmless

No liability shall attach to the parties to the agreement by reason of entering into this Agreement except as expressly provided herein.

Each party shall protect and hold harmless the other party from and against all claims, suits or actions arising from any intentional or negligent act or omission of that party's employees, guests, invitees, agents and/or authorized contractors and subcontractors while performing under the terms of this Agreement, provided that for those actions or activities covered by RCW 4.24.115, This indemnity provision shall be valid and enforceable only to the extent of the negligence of either party, their guests, invitees, agents, contractors or subcontractors.

Article 9 - Non-Discrimination

The Wenatchee School District complies with all federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, creed, sex, sexual orientation, including gender identity, disability, familial status, marital status or age. This holds true for all staff and for students who are interested in participating in educational programs and/or extracurricular school activities. Inquiries regarding compliance and/or grievance procedures and issues related to 504 should be directed to the Administrator for Student and Support Services (509)663-8161.

OPTION #1 costs differences without “Mass Notification”:
Article 4 - Contract Sum

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract

Total Lump Sum Price	\$ 221,690.00
Contingency 10%	\$ 22,169.00
Washington State Sales Tax @ 8.4%	\$ 20,484.00
TOTAL CONTRACT PRICE	\$ 264,343.16

WRITE IN AMOUNT
Two Hundred Sixty Four Thousand Three Hundred Forty Three and 00/100

- Discussion followed:
- How this would be effected by the Bond
 - Completely salvageable upon new construction
 - Good for 50 years
 - Training is included
 - Mass Notification includes: lock downs, fire, bomb threat, earthquake, smoke & air pollution, all emergencies and evacuations with prerecorded voice message
 - We have our Electrician Tim Bower as trouble-shooter and facilitator of the program
 - Completed date Aug. 15, 2013

MOTION MADE: Kevin Gilbert made the motion to approve the WHS Fire Alarm System Bid by ABSCO Option #2 including the “Mass Notification” as presented by Bryan Visscher.
SECONDED: By Walter Newman
PASSED UNANIMOUSLY

VII. New Business

1) Policy & Procedure 0000 Series – Strategic Plan:
Superintendent Flonex presented the following policies for 1st Reading and Procedures for information. Mr. Flonex explained there are only language changes from “task force” to “advisory team” and *Mission & Vision* to *Vision & Purpose*, with a few other minor language changes. These changes will align us with *Wenatchee Learns* and will come back for 2nd Reading and adoption at the June 28th board meeting.

- Policy No. 0300 Planning Process – 1st Reading
- Procedure No. 0300P Planning Process – Information
- Policy No. 0500 Strategic Plan –1st Reading
- Policy No. 0520 Beliefs – 1st Reading
- Policy No. 0530 Mission & Vision – 1st Reading
- Policy No. 0700 Strategic Plan Eval – 1st Reading
- Procedure No. 0700P Strategic Plan Eval – Information

VIII. Communications

- Discussion to reserve three spots at the Nov. WSSDA Annual Conference for the early bird sessions. Walter Newman will take the extra night for the committee he serves on.
- Secretaries tracking carbs for diabetics, Mr. Gilbert will investigate and report back to the board.
- Mr. Flonex reminded the board about:
 - WSHS graduation
 - June 25th Bd. Mtg. Canceled
 - June 28th Bd. Mtg. & Workshop at the ESD at 7:30 am – continental breakfast
- Congressman Brad Hawkins called to advise board of special session on the budget. He reported a lot of compromising ahead before a budget can be reached.

IX. Superintendent’s Report

MEETING ADJOURNED: At 8:20 p.m. Board President Jesús Hernández adjourned the meeting.

_____	_____Date_____
President	Superintendent