

# Wenatchee School District Board of Directors



## WSD Regular Board Meeting

June 13, 2017

### District Office Agenda

6:00 PM

	<b>TIME</b>
<b>I. PLEDGE OF ALLEGIANCE</b>	
<b>II. CONSENT AGENDA:</b>	<b>02 Min</b>
Minutes: Regular Board Meeting - 5/23/17	Action 1+
Personnel Report	Action 2+
Vouchers	Action 3+
Contracts	Action 4+
Surplus Report	Action 5+
Camps & Clinics	Action 6+
<b>III. CITIZEN COMMENTS:</b>	<b>03 Min</b>
<b>IV. RECOGNITIONS:</b>	<b>10 Min</b>
AWSP Washington State Assistant Principal of the Year: Ricardo Iniguez, WHS Associate Principal	
OSPI Washington State School Employee of the Year: Carolyn Griffin-Bugert, Grants Coordinator	
<b>V. WENATCHEE LEARNS STRATEGIES:</b>	<b>50 Min</b>
<b>Strategy 3: Use the Best Tools &amp; Resources to Advance Learning</b>	
<i>Objective 3.4: Facilities that Optimize Learning</i>	
1) PIO CIP - Lydig Change Order 10	Action 05 min
2) WVTSC - Salcido Connection HVAC Contract for New Auto Center	Action 05 min
3) WVTSC - Board Resolution 07-17 Final Acceptance of project	Action 05 min
4) WVTSC - Board Resolution 08-17 Acceptance of Building Commissioning Report	Action 05 min
5) Rec Park New Hitting Facility Bid Approval	Action 05 min
6) Rec Park - Berry Construction Contract for New Hitting Facility	Action 05 min
7) Rec Park - Goodfellow Bros. Civil Contract for New Hitting Facility	Action 05 min
Gregg Herkenrath, Director of Facilities	
<b>Strategy 4: Balance Change for All with Excellence for All</b>	
<i>Objective: 4.1 Continuous Improvement of Service Quality</i>	
District Learning Team Update	Information 15 min
Brian Flonas, Superintendent & Kris Cameron, WenEA President	
<b>VI. BOARD COMMUNICATION</b>	<b>05 Min</b>
<b>VII. SUPERINTENDENT'S REPORT</b>	<b>05 Min</b>
<b>VIII. ADJOURNMENT</b>	
<b>IX. CLOSED/EXECUTIVE SESSION</b>	

SEE REVERSE SIDE



# CONSENT AGENDA

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# Wenatchee School District Special Board Meeting

Minutes of May 23, 2017  
WSD District Office

Board Members	Staff Present
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Robert Sealby, President  
 Laura R. Jaecks, V. P.  
 Walter Newman  
 Jennifer Talbot  
 Claudia De Robles

Brian Flones, Superintendent  
 Cabinet

**I. Regular Meeting 6 p.m.**

Robert Sealby, Board President, opened the regular board meeting at 6:01 p.m., with the Pledge of Allegiance.

President Sealby asked for a motion to approve the consent agenda.

**MOTION MADE:** Laura Jaecks made the motion to approve the consent agenda as presented.

**SECONDED:** Jennifer Talbot

**DISCUSSION:** Health Occupation and Engineering moving to the Technical Skills Center from Wenatchee High School is contingent on state funding.

The difference between visual arts and graphic arts is traditional art vs. graphic art.

**PASSED UNANIMOUSLY**

**II. Consent Agenda**

**Consent Agenda included:**

**1) Minutes**

**MINUTES:** 5/09/17 Regular Bd. Mtg.

**2) Personnel Report**

**PERSONNEL REPORT PREPARED BY:**

Lisa Turner, HR Executive Director: May 23, 2017 personnel report on file

**3) Vouchers/Payroll**

**PAYROLL PREPARED BY:**

Tami Hubensack, Director of Payroll: May, 2017 ~~\$6,431,859.04~~

**VOUCHERS & CONTRACTS PREPARED BY:**

Karen Walters, Director of Accounting –May 23, 2017

General Fund

Check numbers 591354 through 591587 totaling \$488,247.05

Capital Projects Fund

Check numbers 591588 through 591594 totaling \$923,872.46

**4) Contracts**

Associated Student Body Fund

Check numbers 591595 through 591626 totaling \$39,850.98

Date	Renewal	No	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
05/09/17	Renewal	No	NCESD	Readiness to Learn	\$58,178 Budget Code 5500 27 7000 000 0000	2017-2018 School Year	Bill Eagle	Yes	Yes	
05/11/17	New	No	Achieve3000	6 weeks of instruction for summer school	Grant Budget Code N/A	June 2017 - August 2017	Cyndy Valdez	No	No	
05/10/17	New	No	Ice Creek Center for the Arts	Mariachi Retreat	\$2,729 Budget Code Multiple accounts	Aug 18-20, 2017	Ramon Rivera/ Ricardo Iniguez	Yes	No	
05/05/17	New	No	NCESD	Literacy Skills Training for Paraeducators	\$775 Budget Code 5864 31 7000 000 0000	6/13/17	Bill Eagle	Yes	Yes	

**WALK-ON CONTRACT:**

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
05/11/17	Renewal	Small Miracles Community Outreach	WSD will vend sack lunches to this group for their summer meals outreach program	\$17,438 (est) Budget Code	06/19/17-08/10/2017	Chris Lutgen I have read this contract and recommend it for board approval. Initial: <u>SL</u> Date: <u>5/15/17</u>			

**5) Surplus Report & Other Consent Items**

**SURPLUS REPORT PREPARED BY:**  
 Karen Walters, Director of Accounting: 5/23/17 On File  
**CAMPS & CLINICS:** On file at Athletic Office  
**CTE 3-Year Plan:** 2<sup>nd</sup> Reading

**III. Citizen Comments:**

Sue Kane, Apple STEM Network, Co-Director

- Over the last year the Apple STEM Network has been collaborating with Diana Haglund, Ron Brown, Denise Conger and other district personnel.
- Washington State Opportunity Scholarship – \$22,500 for a STEM scholarship for a 4-year degree. Coordinated with the high school to send out messages and the outcome resulted in 17 students receiving the scholarship. Totaling \$382,500 in scholarship money.
- Tech and STEM Showcase, 5 school districts participated was a success. Ron Brown was instrumental at putting it together.
- The Career Connected Learning Summit will be held the week of May 29<sup>th</sup> by the Governor. In past events, the Governor has mentioned and recognized Wenatchee Learns and the agenda for the summit.

**IV. Recognitions**

Jodi Smith, Assist. Supt. L&T and Cori Pflugg-Tilton, Assistant Director of PBIS presented certificates to schools that completed the Engagement Challenge. In total, 317 Teachers completed the challenge, 12 schools completed the challenge with at least 60% completion.

- 60 – 92% Completion: Washington, Pioneer, John Newbery, Westside High School, Wenatchee Valley Technical Skills Center.
- 93 – 97% Completion: Foothills, Mission View, Sunnyslope & Lewis & Clark
- 100 – 103% Completion: Valley Academy, Columbia.

**V. ASB Reports**

**WHS – Rowan Parmenter, ASB President, reported:**

- Heart of the Panther was on May 23 and Scholarship Awards night was on May 22<sup>nd</sup>.
- Graduation will take place on June 2<sup>nd</sup>.
- Introduced Sebastian Passion, ASB Vice President and the Treasurer for the 2017-18 school year.
- Soccer and softball lost, golf and track went to state.

**WSHS – Sunny Gonzalez, Leadership Representative, reported:**

- 30 Students went on a college tour to Seattle and also got to go on an underground tour, the zoo and Pike Place Market.
- Congratulations to Galina Granados for her work with United Way. She earned 14 credits this year and will be graduating as a sophomore.
- Invited Mr. Frones to read names at commencement.

**VI. Field Trips**

Field Trips: Jodi Smith Payne, Assist. Supt. L&T & advisors, presented the following overnight field trips and out of state field trips for approval.

Advisor Loren Brown gave details for the FBLA National Leadership Conference, 6 students and 2 chaperones, June 27<sup>th</sup> through July 3<sup>rd</sup> in Anaheim. The group shared the plans for other activities and the importance of this trip.

Printed By Angie Knudtson Date: 5/17/17									
Out of District/Overnight & Out of State Field Trip Requests for Board Approval 5/23/17									
Requesting Location	Dates	Destination	Teacher/Advisor Name	Group Making Trip/Chaperones	Educational Objective	# of Adults	# of Students	Estimated Cost	Funding Source
200.3 Orchard Middle School - SOAR/MIGRANT	06/25/2017 08:00:00 AM - 07/01/2017 05:00:00 PM	Cypus Learning Center	Gaby Fernandez	8th graders from Pioneer and Orchard MS	LA CIMA Washington founded 2004  Recognizing the connection between strong students, strong schools and successful principals, the Association of Washington School Principals (AWSP) has invested in student leadership programs for more than 50 years. These nationally-recognized programs now serve more than 10,000 students through summer leadership camps, conferences, workshops and special events.  In 2003, Cypus Learning Center staff member Vincent Perez suggested that AWSP develop a leadership camp primarily to serve Latino youth. Perez, himself a former leadership camp delegate, helped establish the program as a way to build the skills of Latino students while also improving school climates. La Cima began with 14 students at the first bilingual leadership camp. This last June, La Cima Washington served 115 delegates.  La Cima is one of 15 leadership camps sponsored by Washington Student Leadership (WSL). Like other camps, La Cima is staffed independently to best serve its particular mission. In addition to Latino outreach, WSL created Deaf Teen Leadership Camp in 2004. La Cima is rooted in a long tradition of experiential education and student-centered leadership.	2	12	50.00	SOAR - NLA
212 Foothills Middle School	08/05/2017 07:00:00 AM - 08/08/2017 12:30:00 PM	CISPUS Randle, WA	Heidi Sherman	ASB trip to leadership conference	ASB trip to leadership conference	1	6	\$2,031.81	Foothills - ASB

## Field Trip Requests for Board Approval 5/23/17

Requesting Location	Dates	Destination	Teacher/Advisor Name	Group Making Trip/Chaperones	Educational Objective	# of Adults	# of Students	Estimated Cost	Funding Source
402.4 Wenatchee High School - MOSAIC/MIGRANT	08/18/2017 09:30:00 AM - 08/20/2017 01:30:00 PM	Icicle Creek Center for the Arts - Leavenworth WA	Ramon Rivera	Mariachi Group will be staying in cabins on site. Performance on Saturday.	Summer Mariachi Retreat - Team Building	4	31	\$1,302.53	MOSAIC - NLA
402.4 Wenatchee High School - MOSAIC/MIGRANT	06/25/2017 07:00:00 AM - 06/30/2017 05:45:00 PM	Olympic National Park, 3002 Mt Angeles Rd, Port Angeles, WA 98362, USA	Diana Sanchez	GEAR UP MOSAIC	CWU will be sponsoring a Northwest Nature Coastal Ecology camp. Participants will learn about Pacific northwest ecosystems, engage in hands-on scientific fieldwork (from proposal to completion), and earn college credit. Campers and GEAR UP mentors/staff will travel to and stay in the Olympic National Park.	2	20	\$3,072.63	MOSAIC - NLA
402.4 Wenatchee High School - MOSAIC/MIGRANT	08/06/2017 08:30:00 AM - 08/12/2017 04:00:00 PM	San Juan, Puerto Rico	Diana Sanchez	GEAR UP MOSAIC	This is a service learning and STEM-focused trip. Gear UP will be selecting 6 juniors to visit Puerto Rico this coming August with the assistance of a travel agency called Appleseed Expedition. All attendants will walk the cobblestone streets of old San Juan, visit a bioluminescent bay, volunteer at an orphanage, hike the ONLY tropical rainforest in the United States, and participate in a zip Line adventure through the Jungle. This is the second year that GEAR UP selects students to participate in the event. Last year, six WHS students participated as well.	3	6	\$3,564.78	MOSAIC - NLA
402.4 Wenatchee High School - MOSAIC/MIGRANT	08/16/2017 11:00:00 AM - 08/17/2017 08:30:00 PM	Yakima Convention Center - Yakima WA	Ramon Rivera	Mariachi Huenachi	Leadership, team building, Mariachi Performance	4	31	\$1,086.02	MOSAIC - NLA
402.4 Wenatchee High School - MOSAIC/MIGRANT	07/09/2017 08:00:00 AM - 07/15/2017 05:00:00 PM	Gonzaga University Spokane WA	Brian Holt	Gear Up SOAR is hosting a business week camp at Gonzaga University.	To have students gain business and leadership skills.	2	10	\$3,595.50	Special Programs - OTHER NOT LISTED
Wenatchee High School - FFA	6/15/2017 12:00:00 PM - 6/16/2017 3:00 PM	Okanogan, WA Conconully Bible Camp	Hannah Symmonds & Matt Kline	Futer Farmers of America District 7 Leadership Camp	FFA students attending District 7 Leadership Camp will learn/participate in leadership workshops and related activities.	2	10	N/A yet	CTE - WHS

- Diana Sanchez has confirmed with the health department website that there are not travel warnings due to the Zika Virus.

**MOTION MADE:** Claudia De Robles made the motion to approve the field trip requests as presented by Advisors and Jodi Smith Payne, Assist. Supt. L&T.

**SECONDED:** By Walter Newman

**DISCUSSION:** NONE

**PASSED:** Unanimously

### VII. Wenatchee Learns Strategies

#### 1) **Strategy 3: Use the Best Tools & Resources to Advance Learning**

*Objective 3.3: The Right Tools & Resources for Staff*

#### **Curriculum Adoption – Learning and Teaching 2nd Reading**

Sarah Hanchey, Director of Curriculum and Instruction, presented for the 2<sup>nd</sup> Reading.

#### **INSTRUCTIONAL MATERIALS COMMITTEE ADOPTION RECOMMENDATIONS**

*The Instructional Materials Committee is recommending the Board approve the following material for district adoption.*

#### **THIS IS THE SECOND READING**

Approval is recommended.

**STCMS** for Core Instructional Materials adoption. Authored by Heather Haley and the Smithsonian Science Education Center. Published by Carolina Biological (2017). To be used in grades 6-8 for Science. The adoption of this comprehensive Science curriculum will benefit our students by providing them with quality resources as they progress in learning Science concepts. This program provides students with science equipment kits, student textbooks, online access to lessons, learning activities, and videos to support hands-on science teaching. Students will also benefit from the vertical alignment offered by this program. STC is aligned to the Next Generation Science Standards (NGSS).

**Engineering is Elementary** for Core Instructional Materials adoption. Published by the Museum of Science, Boston (2011). To be used in grades K-5 for STEAM instruction. Engineering is Elementary is aligned to the Next Generation Science Standards (NGSS) and will provide students access to engineering design lessons and concepts, which we have not previously had in our Science curriculum. This curriculum will replace one of the three the Science kits currently taught in each grade level at our elementary schools.

**Discovery Education** for Core Instructional Materials adoption. Authored by various authors. Published by the Discovery Channel (2017). This resource will be used in all science courses at Westside High School and is aligned to the Next Generation Science Standards (NGSS). This comprehensive, digital science curriculum provides comprehensive material that includes all Science disciplines and all grade levels, adjustable reading levels, activities and assignments that can be translated into Spanish, virtual lab experiments, and accompanying STEAM projects.

**Psychology** for Core Instructional Materials adoption. Authored by David G. Myers. Published by Worth Publishers (2015). To be used in the Psychology courses in grades 11 and 12 at Wenatchee High School. This textbook is the most comprehensive psychology resource available. It is supported by the American Psychological Association and recommended by their teaching division, TOPSS.

**The Practice of Statistics** for Core Instructional Materials adoption. Authored by Daren Starnes. Published by WH Freeman (2015). To be used in the AP Statistics course at Wenatchee High School. This resource was written specifically for AP Statistics classes, includes all of the content students need to learn AP Statistics concepts and skills, and provides more online access than the previous curriculum.

**Various Curriculum Resources for Valley Academy** for Alternative Core and Supplemental Instructional Materials adoption. Valley Academy utilizes a vast variety of curricular resources. Due to the nature of Valley Academy's flexible learning environment, instructional materials are chosen based on individual student learning goals, the grade level, content, and the diverse needs of the students they serve. Since these materials have become permanent resources over time that teachers utilize regularly, Valley Academy is seeking Board approval.

**MOTION MADE:** Jennifer Talbot made the motion to approve the curriculum adoption as presented.

**SECONDED:** By Laura Jaecks

**DISCUSSION:** NONE

**PASSED:** Unanimously

2) **Contracts:** Sarah Hanchey, Director of Curriculum, presented the following contracts for approval based on Curriculum Adoption - 2<sup>nd</sup> reading approval.

• **Discovery Education – Science Tech Book**

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
05.15.17	New	Discovery Education, Inc.	WSHS Science Tech Book	\$16,750 - One time cost	07.01.2017 - 06.30.2023	Sarah Hanchey I have read this contract and recommend it for board approval. SHL Initial 5/15/17 Date	[Signature]	Yes	This is decided at the district office.
				Budget Code					
				0111.33.5012.000.000					

• **STC Science Kits Curriculum NCESD**

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
05.15.17	New	North Central ESD	STC Science Kits, Curriculum, Refurbishment costs, and PD	Approximate Start up Amount \$274,545.00	08.01.2017- 07.31.2018	Sarah Hanchey I have read this contract and recommend it for board approval. SHL Initial 5/15/17 Date	[Signature]	Yes	This is decided at the district office.
				Approximate Annual Costs \$20,000					
				Budget Code	Automatically renews each year. Unless written notice of termination.				
				0111.33.5012.000.0000					

• **Engineering is Elementary**

*The city authorized signatures on a contract are Brian Hughes, John DeJury, Les Vanderhoff, or the School Board.*

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
05.15.17	New	Engineering is Elementary Museum of Science	PD for 25 Elementary Teachers	\$8,750	08.15.17 - 08.17.17	Sarah Hanchey I have read this contract and recommend it for board approval. SHL Initial 5/15/17 Date	[Signature]	Yes	This is decided at the district office.
				Budget Code					
				31,700.000 0114.27.00.521*000					

• **SMC Curriculum**

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
05.15.17	New	SMC Curriculum	Secondary PD Training: Engagement Strategies in the Math Classroom	\$3,000	08.28.17 - 08.28.17	Jodi Smith I have read this contract and recommend it for board approval. JSM Initial 5-16-17 Date	[Signature]	Yes	This is decided at the district office.
				Budget Code					
				5200.31.700.000.3010 <del>0111.31.7000.000.0000</del>					

**MOTION MADE:** Jennifer Talbot made the motion to approve all contracts as presented.

**SECONDED:** By Laura Jaecks

**DISCUSSION:** NONE

**PASSED: Unanimously**

3) **Strategy 2: Tapping the Power of Our Whole Community**

*Objective 2.1 Skilled Volunteer Opportunities*

**WSD Volunteer Update:** This presentation was presented by:

Mark Helm, Executive Director of Student Services

Mike Wilson, Wenatchee Learns Specialist



Introduction of Partner-volunteer:




\*What do you think is the most important aspect of Partnering-volunteering today?

\*What do you think?

- #1 area of service that is important to 21st Century Partner-volunteer
- Choices: Use their skills
- Have flexibility
- Make an impact/difference
- Long term commitment
- Work with colleagues

Today's Partner-volunteers want to...\*

1. Make an Impact/Difference
2. Use Their Skills
3. Have Flexibility
4. Work with Colleagues

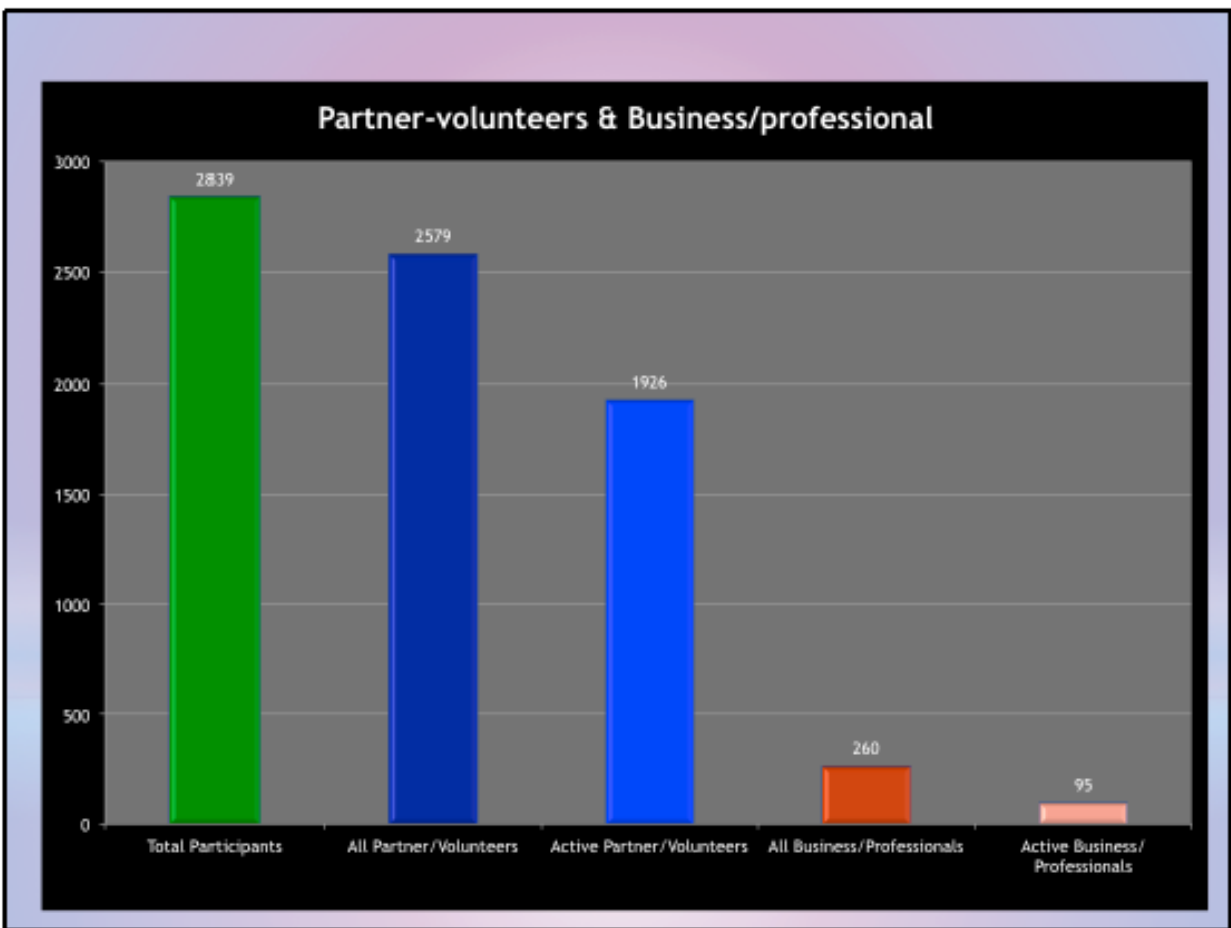


According to national research of all 3 generations currently participating

- Boomers
- Generation X
- Millennials

Making a difference/having an impact is #1

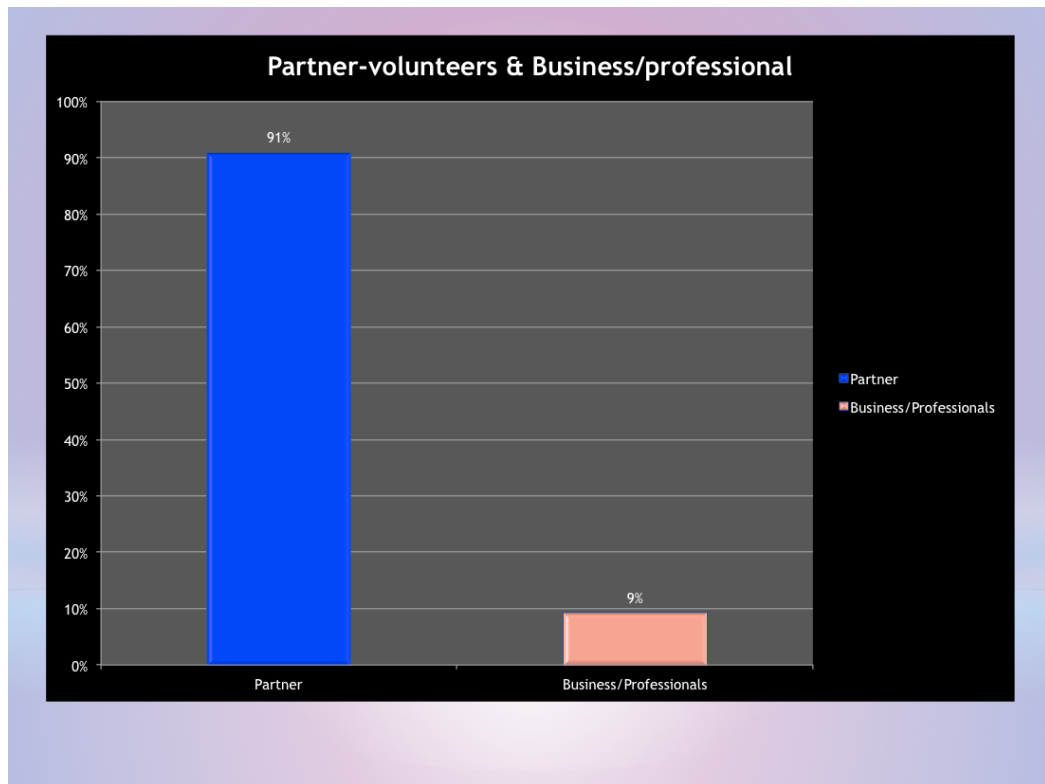
These are the top 4 for recruiting and retaining Partner-volunteers



**Company percentages**

- **New** 15/260 6%; **Active** 95/260 37%; **Pending** 142/260 55%; **Inactive** 5/260 2%
- **Total Partner:** 2839; **Total Partner-volunteers:** 2579 or 91% of total;
- **Total Business:** 260 or 9% of total; **Active** 1926 2571 75%; **Pending** 600 2571 23%;
- **Inactive** 43 2571 2%; **New** 1 2571 0.0003

Also, Partner/volunteer 75% active versus Business/professional 37% active



**\*Total Hours/Value  
16-17 as of 05/01/17**

\*Total Partner-volunteer hrs. to date:  
16,543.8

\*Total Value for Washington State \$30.04 per hr. to date\*:  
\$496,977.65

The value allotted for value of volunteering across the country:  
National average is \$24.14 Washington has always been higher.

**Where have we been:**

- \* 1900+ Partner-volunteers without overall coordination
- \* Easy way for Partners to find a place to serve and staff to find them.
- \* No training or materials
- \* No job descriptions
- \* No long term overall plan in place for individual Partners

**Research**

1. Use generation information to customize your organization's volunteer recruitment and retention
2. Provide flexible schedules
3. Clear, skill based volunteer job descriptions that show impact
4. Allow volunteers a say in their roles
5. Keep communication between generations clear and direct
6. Let volunteers tell you what works best for them in terms of communication
7. See volunteers as assets not necessary evil to get the job done of personalized learning

**What we have accomplished this year:**

- \* 3 active pilots
  - \* Newbery Elementary—Kevin Loomis
  - \* Pioneer Middle School—Rob Cline
  - \* Westside High School—Kory Kalahar
- \* Listen and Learn with both Partners and school staffs
- \* Coordinated an easy electronic system to connect Partner-volunteers to the schools
- \* Developed job descriptions for each Partner-volunteer positions
- \* Developing training materials for both Partners and staff

**Power of Pilots: from concepts & theories to action and outcomes.**

- Experiment
- High Risk tolerance
- Permission to change if it isn't working
- Managed in increments

**Electronic system:**

We are getting more Partner-volunteers than we can get involved, so we are working on capacity.

**Where we are going:**

- \* On going job descriptions
- \* Building capacity
  - \* Recruiting and training 3 Partner-volunteers facilitators
  - \* Working with Principals to train how to include more Parent/volunteers in the classroom.
  - \* Service groups adopting buildings
  - \* Building of GrandFriends program
  - \* Buildings/Partners inquiring how to be included
  - \* Several Elementaries, 1 middle school interested in participating next year.
- \* Training schedule for 17-18 school year.
- \* Continued updating and development of strategic plan within Wenatchee Learns

**Capacity is a real issue.**

Training will be a large part of coming years, both for Partners and staff  
Currently we are looking for those schools that want to participate  
Real issue: Developing a mindset in our buildings of using Parent-volunteers in a large way  
Changing the culture from instructor to facilitator.

**What the 3 Pilot Principals are saying**

- \* *Kory Kalahar, WSHS Principal*--"The wConnect Partner-volunteer work this year has effectively brought community members to our virtual doorstep with enthusiasm to help our students. This work has answered our teachers' questions of where to go for classroom support. We are looking forward to providing our community with relevant work to support our students."
- \* *Rob Cline, PioMS Principal*--"For Pioneer, we have lunch buddies coming regularly for our 6th grade students. We have also used volunteers for 6th grade camp (parents) and community members to share their careers with our AVID students. One volunteer works in a math class. We are just scratching the surface for knowing how to involve the community in our building."
- \* *Kevin Loomis, Newbery Principal*—"Working with Mike Wilson and wConnect with the volunteer project has really helped us put structure to our volunteer system at John Newbery. We are able to effectively track our volunteers and identify new volunteers who are willing to support our students and our school. I look forward to a finding this project and sharing our learning with other elementary schools in the coming months and year."

**4) Strategy 4: Balance Change for All with Excellence for All**

*Objective: 4.2 Sound Fiscal & Resource Management*

Les Vandervort, Chief Financial Officer, presented the following reports:

**Enrollment Report**

Date: May 3, 2017  
Re: Enrollment Reports for May 2017

**Exhibit A - Monthly Enrollments.**

The May 2017 count of K-12 students is **7,669.26 full-time equivalents (FTE)** including 200.00 FTE Running Start students (Running Start students are counted starting in October).

The average FTE of 7,739.71 is **140.29 FTE** below budgeted average FTE of 7,880.

Running Start, Open Doors and Alternative Learning FTE are shown as separate line items for comparison to budget numbers on the original F-195 Budget.

As we anxiously hold our breath watching enrollment limp towards the end of the year, I'm thankful we only have one more month to count.

**Exhibit B** shows the changes in average FTE enrollment, as reported to SPI, since 2004-05. Exhibit B reflects the history of our actual state funding level of FTE.

**Exhibit C** is a comparison of student FTE by school and by grade level for the current month and the same month in the prior year (2015-16).

**Exhibit D** shows the monthly information in graphic form, with a comparison to last year's (2015-16) actual enrollment and 2016-17 budgeted numbers.

After answering a few questions from the board Mr. Vandervort moved onto the Budget Status Report.

# Budget Status Report

Re: **April 2017 Budget Status Report**

**GENERAL FUND** With 67% of the fiscal year elapsed, Total General Fund revenues were 66.8% and expenditures were 61.2% of budgeted amounts, respectively.  
General Fund Total Fund Balance at April 30, 2017 is \$16,683,816 (17.32%).  
Total Fund Balance at April 30, 2016 was \$17,281,563 (18.53%).

Districts are funded on budgeted numbers through December of each year. SPI adjusts funding to actual numbers (such as enrollment and staffing) beginning in January through the end of the fiscal year.

**CAPITAL PROJECTS FUND** The Month Ending Fund Balance is \$6,917,332.  
Punch list items still being worked on for Lincoln and Washington.  
Pioneer has some warranty items being fixed.  
Lewis & Clark has portable going in this summer.

**DEBT SERVICE FUND** The Month Ending Fund balance of \$3,556,413 is 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 Debt Service levy for 2017 collection is \$5,400,000 or \$1.34 per \$1,000 assessed value.  
The M&O levy for 2017 collection is \$12,163,000 or \$2.94 per \$1,000 assessed value.

**ASB FUND** Revenues are 63.7% of the amount budgeted for the year. Expenditures are 47.2% of budget.  
The Total Month Ending Fund Balance is \$641,892.

**TRANSPORTATION VEHICLE FUND** The Month Ending fund balance is \$101,633.  
Bus purchases are made only when funds are actually received by the district.  
One (1) bus has been purchased for \$154,091 for 16-17.

- Enrollment is down about 140 students and expecting it to go down to about 150 by next month.

The board thanked Mr. Vandervort for the reports.

## VIII. Board Communication

- Superintendent Brian Flonas will ask Skillsource to present at a board meeting in the fall to update the board about their programs.
- A student from John Newbery Elementary wrote a letter to the school board. The board will draft a letter in response for him and have President Sealby sign the letter.
- Pres. Robert Sealby, WSD Board of Directors President, read the following letter to the board and Superintendent Flonas:

Hello to my fellow Wenatchee School Board members and Superintendent Flonas:

I registered a week ago as a candidate for Position #4 for the Wenatchee School Board. Since that time, I have received several anonymous phone calls from people making personal attacks against me relating to my time on the school board. I was also approached in one of our local stores last week by a gentleman who was not very pleasant in his comments to me regarding my time on the board.

As we all know, being a board member is a volunteer position requiring dedication and commitment to do whatever we can to help our students receive the best education possible. I did it because I love kids, I love Wenatchee and I thought I had something positive to offer the Wenatchee School District. I had no hidden agenda. It took me 2 years just to learn all the different acronyms: PBIS, OSP, WSSDA, WIAA etc.

Unfortunately, to me, it seems that the environment and attitude exhibited by others towards our educational leaders and school boards (locally and elsewhere) has changed from a collaborative, cooperative, roll your sleeves up and do what needs to be done attitude, to one that is much more adversarial and combative and much less cooperative and collaborative.

I understand that criticism comes with being a school board member. I have no problem accepting criticism. I think constructive and thoughtful criticism is healthy and helps us all grow as people and school board members. However, a personal attack against me (or any other school board member) for trying to do the best I can as a school board member is something altogether different. Having said this, I wanted to tell you all that I am withdrawing as a candidate for the Wenatchee School Board based on the anonymous comments and personal attacks I have received in the past week. I hate to say this, but it's not worth it.

I have thoroughly enjoyed my time on the school board and for the remainder of my term, I will continue to enjoy my service and continue to work hard towards our continuing mission to provide the best learning environment possible for our students.

Someone asked me other day if I have had "fun" serving on the board. I told them that I would not really refer to it as "fun" but it has definitely been one of the most rewarding experiences I have ever had.

Robert Sealby,

Wenatchee School Board President



**VIII. Meeting Adjournment  
Into a Closed Session**

**MEETING ADJOURNED:** President Robert Sealby adjourned the meeting into a Closed Session at 7:27 pm and read the following statement: *The school board will enter into a closed session. The meeting is expected to last 60 minutes. No action will be taken.*

**IX. Closed Session  
Reopened at 8:20 pm & adjourned**

Closed session reopened into the public meeting and “No Action” was taken at 8:20 & the open session adjourned.

\_\_\_\_\_  
President

\_\_\_\_\_ Date \_\_\_\_\_  
Superintendent

**WENATCHEE SCHOOL DISTRICT NO. 246**

**June 13, 2017**

**TO: BOARD OF EDUCATION**

**FROM: Brian L. Flonas, Superintendent**

**PREPARED BY: Lisa N. Turner, Executive Director of Human Resources**

**SUBJECT: PERSONNEL REPORT**

**APPOINTMENTS**

We ask the Board to appoint:

Classified:

- Adilene Guerra: Assistant Secretary/ ASB Secretary for 7.5 hrs/day at PIO, effective May 22, 2017;
- Andrea Johnson: College Mentor Program Coordinator for 4 hrs/day at WHS, effective May 24, 2017;

Certificated:

- Kaori Alexander: 1.0 FTE Language Arts/ Social Studies Teacher at OMS, effective August 30, 2017;
- Jennifer Douglas: 1.0 FTE School Nurse at L&C/NBY, effective August 30, 2017;
- Shawna Hawkins: .50 FTE Art Specialist at MV, effective August 30, 2017;
- Lindsay Hilldorfer: 1.0 FTE Science Teacher at WHS, effective August 30, 2017;
- Moira Hutchinson: 1.0 FTE 4th Grade Teacher (NC) at COL, effective August 30, 2017 through June 15, 2018;
- Stephanie Stuber: 1.0 FTE High School Counselor at WHS, effective August 30, 2017;

**CHANGE OF STATUS**

Classified:

- Alejandra Chimal: Change from Assistant Secretary/ Para to Office Manager for 8 hrs/day at MV, effective May 22, 2017;
- Laura Diaz: Change as Assistant Secretary for 5 hrs/day to 7 hrs/day at L&C, effective August 30, 2017;
- John McIntire: Change from Utility Custodian to Lead Custodian for 8 hrs/day at MV, effective July 3, 2017;
- Carolina Morrow: Change from Para Ed for 6.75 hrs/day at NBY to Family Advocate for 8 hrs/day at NBY/WA, effective August 30, 2017;

- Christine Payton: Change as Music Department Secretary for 3.5 hrs/day to 4 hrs/day at WHS, effective May 8, 2017;
- Josh Pierce: Change as Utility Custodian for 8 hrs/day at WHS to COL/L&C/NBY, effective July 3, 2017;
- Cindy Stockwell: Change as Sped Para Ed for 6 hrs/day at WA to OMS, effective August 30, 2017;
- Noel Toledo: Change from Technical Support Specialist I for 8 hrs/day at WA/CLC/VA to Digital AV Specialist for 8 hrs/day at OPTECH, effective July 1, 2017;

#### Certificated

- Heidi Boyle: Change as 1.0 FTE 5th Grade Teacher to .50 FTE Art Specialist at L&C, effective August 30, 2017;
- Alison Haug: Change from 1.0 FTE Science Teacher at OMS to 1.0 FTE 4th Grade Teacher at COL, effective August 30, 2017;
- Andrea Kunz: Change as .667 FTE to 1.0 FTE 7th Grade Science Teacher at PIO, effective August 30, 2017;
- Leticia Manzo-Ochoa: Change as 1.0 FTE Spanish Teacher (NC) at WHS to WHS/FMS, effective August 30, 2017;
- Hillary Nelson: Change as .80 FTE to 1.0 FTE Spanish Teacher at WHS, effective August 30, 2017;
- Caitilin Velazquez: Change as .833 FTE to 1.0 FTE Librarian at L&C, effective August 30, 2017;

#### **LEAVE OF ABSENCE**

The following employees have requested a Leave of Absence:

#### Classified:

- Mark Countryman: Leave as Trade 1 (Painter) for 8 hrs/day at M&O, effective June 5, 2017 through June 20, 2017;
- Patricia McCoy: Leave as Bus Para for 4.95 hrs/day at Trans, effective April 12, 2017 through August 30, 2017;
- Joanne Neel: Leave as Elementary Secretary/Para for 7.1 hrs/day at SS, effective May 8, 2017 through May 19, 2017 and leave for 3.55 hrs/day, effective May 22, 2017-June 12, 2018;
- Lisa Rose: Extend Leave as Bus Driver for 2 hrs/day at Trans, effective May 11, 2017 through June 9, 2017;

#### Certificated:

- Jill Fineis: Leave as 1.0 FTE Science Coordinator at M&O, effective September 5, 2017 through January 3, 2018;
- Erica Wilson: Leave as 1.0 FTE 7th Grade Science Teacher at PIO, effective May 30, 2017 through June 12, 2017;

#### **RETURN FROM LEAVE OF ABSENCE**

Classified:

- Conger Carver: Return as Lead Middle School Custodian for 8 hrs/day at OMS, effective May 29, 2017;

**RESIGNATION**

Classified:

- Brea Blakney: Resign as Elementary Lead Server for 3 hrs/day at SS, effective June 12, 2017;
- Hillary Crowell: Resign as Para Ed for 4 hrs/day at SS, effective June 13, 2017;
- Luisa Hernandez-Carvajal: Resign as Family Advocate for 8 hrs/day at COL, effective June 12, 2017;
- Nereida Farias: Resign as Para Ed for 6.65 hrs/day at MV, effective June 12, 2017;
- Janet Reiersen: Resign as Sped Para Ed for 4 hrs/day at WA, effective June 12, 2017;

Certificated:

- James Swanson: Resign as 1.0 FTE Instructional Coach at DO, effective June 12, 2017;
- Anne Thompson: Resign as 1.0 FTE Sped Teacher at PIO, effective June, 12, 2017;

**TERMINATION**

Classified

- Edwin Davidson: Terminated as Bus Para for 4.5 hrs/day at Trans, effective May 26, 2017;

**SUMMER SCHOOL**

Classified:

- Tina Herron: Elementary Technical Support Specialist for 5 hrs/day at COL, effective June 17, 2017 through July 20, 2017;
- Michael McCardle: Educational Assistant for 5-6 hrs/day at COL, effective June 17, 2017 through July 20, 2017;
- Linnea Shannon: ESY Sped Para for 3.25 hrs/day at Sped, effective June 13-29, 2017 and August 1-10, 2017;

Certificated:

- Elizabeth Kazemba: ESY Sped Teacher at Sped, effective June 13-29, 2017 and August 1-10, 2017;

**SUPPLEMENTAL ASSIGNMENTS FOR THE 16-17 SCHOOL YEAR**

Foothills Middle School

Flor Calderilla Meza                      0.8 FTE Assistant Boys Soccer

**SUPPLEMENTAL ASSIGNMENTS FOR THE 17-18 SCHOOL YEAR**

Columbia Elementary School

Laurie Card-Roley                      2nd Grade Team Leader  
Gretchen Cline                          5th Grade Team Leader  
Elizabeth Detamore                      Specialists Team Leader  
Betty Ells                                  Classified LIT  
Joe Ells                                      1st Grade Team Leader  
Rachel Hetterle                          4th Grade Team Leader  
Jennifer Kniveton                        3rd Grade Team Leader/Co-Facilitator  
Cameron Wiggins                        Kindergarten Team Leader

Sunnyslope Elementary School

Erika Baier                                TRT

Washington Elementary School

Trisha Donnelly-Wise                      Webmaster

Foothills Middle School

Sheli Franklin                              Webmaster  
Todd Jensen                                TRT

Orchard Middle School

Julie Accardo                              Webmaster

Pioneer Middle School

Brock Hurt                                Webmaster  
Carrie "Shelly" Kruckenberg              LIT

Wenatchee High School

Dale Blair                                TRT  
Todd Busse                                Webmaster  
Chris Ferrians                              TRT

Westside High School

Jan Albin-Bullock                        LIT  
Brian Johnson                              Yearbook Advisor  
Gretchen Mann                              Classified LIT

Heidi Monroe

LIT Co-Facilitator

Wenatchee Valley Technical School

Marilee Campbell

Webmaster

**RESIGNATION OF SUPPLEMENTAL ASSIGNMENTS FOR THE  
17-18 SCHOOL YEAR:**

Wenatchee High School

Ron Reeves

Health Fitness Department Head

Westside High School

Tracy Maynard

Webmaster



Approval of vouchers and warrants

The following vouchers as audited and certified by the auditing officer, as required by RCW 42.24.080, and those expense reimbursement claims certified, as required by RCW 42.24.090, are approved for payment

General Fund

Check numbers 591694 through 592012 totaling \$1,234,706.86

Capital Projects Fund

Check numbers 592013 through 592024 totaling \$1,039,270.24

Associated Student Body Fund

Check numbers 592025 through 592091 totaling \$71,009.63

Transportation Vehicle Fund

Check number totaling \$

Check numbers and amount of expenses will be provided at the board meeting.

Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Wenatchee School District, and that I am authorized to authenticate and certify to said claim.

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Signature of Auditing Officer

Date

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of June 13, 2017, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$2,344,986.73. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
Warrant Numbers 591694 through 592091, totaling \$2,344,986.73

Secretary \_\_\_\_\_ Board Member \_\_\_\_\_  
Board Member \_\_\_\_\_ Board Member \_\_\_\_\_  
Board Member \_\_\_\_\_ Board Member \_\_\_\_\_

Check Nbr	Vendor Name	Check Date	Check Amount
591694	A & A MOTORCOACH	06/14/2017	11,455.00
591695	AACI	06/14/2017	600.00
591696	AG SUPPLY COMPANY	06/14/2017	181.68
591697	AGUILAR, RAFAEL	06/14/2017	368.00
591698	AIREFCO INC	06/14/2017	924.24
591699	ALAGA, LORI K	06/14/2017	85.00
591700	ALBIN-BULLOCK, JANET M	06/14/2017	143.56
591701	ALL DOORS & HARDWARE CO	06/14/2017	48.78
591702	ALLEN, ROXY	06/14/2017	76.36
591703	ALVARADO, FRANCINE M	06/14/2017	58.00
591704	AMAZON CAPITAL SERVICES	06/14/2017	7,460.22
591705	AMERICAN PRODUCE EXPRESS, LLC	06/14/2017	2,584.35
591706	AMSTERDAM PRINTING	06/14/2017	219.58
591707	ANDERSON, KIM T	06/14/2017	24.52
591708	ANGUIANO, LEANDRO	06/14/2017	16.60
591709	AP PROGRAMS	06/14/2017	44,664.00
591710	APOLINAR, JUAN CARLOS	06/14/2017	124.00
591711	APPLE COMPUTER INC	06/14/2017	25,988.36
591712	APPLE LAND PEST CONT HOME INS	06/14/2017	276.32
591713	APPLE VALLEY PUMPING SER INC	06/14/2017	935.00
591714	APPLETON, THEA CHRISTINE	06/14/2017	63.57
591715	AVALON MUSIC INC	06/14/2017	43.34
591716	AW REHN & ASSOC INC	06/14/2017	154.00
591717	B & H PHOTO & VIDEO	06/14/2017	4,813.53
591718	BABCOCK, BENJAMIN MICHAEL	06/14/2017	18.00
591719	BAILEY, JENELLE	06/14/2017	75.00
591720	BEDARD, LISA R	06/14/2017	7.49
591721	BEESON, JAMES ARTHUR	06/14/2017	14.86
591722	BELLAMY, HEATHER DAWN	06/14/2017	202.23
591723	BISHOP JR, THOMAS H	06/14/2017	12.00
591724	BLAIR, BRIAN HOYT	06/14/2017	95.69
591725	BOUND TO STAY BOUND	06/14/2017	2,275.28
591726	BOWMAN, KURTIS IVAN	06/14/2017	8.14



Check Nbr	Vendor Name	Check Date	Check Amount
591727	BRANSCOM, HEATHER	06/14/2017	5.00
591728	BREWER, LYNDISAY LEE	06/14/2017	118.28
591729	BRYSON SALES & SERVICE	06/14/2017	967.01
591730	BSN SPORTS	06/14/2017	165.14
591731	BULLIS, JACOB J	06/14/2017	75.98
591732	BUREAU OF EDUCATION AND RESEAR	06/14/2017	1,017.00
591733	BUTCHERITE, JENNIFER RUTH	06/14/2017	450.08
591734	CAEMMERER, ADELE L	06/14/2017	36.63
591735	CAMPBELL, MARILEE	06/14/2017	442.83
591736	CANTRELL, MICHAEL R	06/14/2017	9.99
591737	CARLSON, REED A	06/14/2017	25.00
591738	CAROLINA BIOLOGICAL SUPPLY	06/14/2017	110.08
591739	CARTER, JAMISON LEE	06/14/2017	52.23
591740	CASCADE NATURAL GAS CORP	06/14/2017	5,117.13
591741	CASCADE TRAINING CNTR	06/14/2017	54.10
591742	CASHMERE MAILING HOUSE	06/14/2017	395.94
591743	CERTIFIED LABORATORIES	06/14/2017	1,880.27
591744	CH2O INC.	06/14/2017	1,199.87
591745	CHELAN CO UMPIRES ASSN	06/14/2017	4,011.66
591746	CHILDRENS READING FOUNDATION	06/14/2017	2,082.36
591747	CHIMAL, ALEJANDRA	06/14/2017	22.00
591748	CHINOOK MUSIC SERVICE INC	06/14/2017	865.76
591749	CINTAS CORPORATION	06/14/2017	1,916.13
591750	CITY TREASURER	06/14/2017	15,973.42
591751	CLARK SECURITY PRODUCTS	06/14/2017	342.44
591752	CLARKE, NICHOLE K	06/14/2017	105.00
591753	CLASSROOM DIR /SCHOOL SPEC	06/14/2017	152.66
591754	CLIVE, CASSANDRA B	06/14/2017	32.99
591755	COLEMAN OIL	06/14/2017	17,126.65
591756	COLLEGE BOARD	06/14/2017	20,026.24
591757	COLUMBIA PAINT CO	06/14/2017	640.86
591758	COMMERCIAL PRINTING INC	06/14/2017	286.42
591759	COMMUNITY GLASS	06/14/2017	462.11
591760	COMMUNITY FOUNDATION OF NORTH	06/14/2017	500.00
591761	CONSOLIDATED ELECTRICAL DISTRI	06/14/2017	4,256.61
591762	CONSOLIDATED SUPPLY CO	06/14/2017	26.45
591763	CUMMINS INC	06/14/2017	2,184.09
591764	CUSTOM INK LLC	06/14/2017	174.50
591765	DALE, DENISE M	06/14/2017	184.74
591766	DANFORTH, MAURA G	06/14/2017	11.67
591767	DEMCO INC	06/14/2017	563.88
591768	DEPT OF LICENSING	06/14/2017	13.00
591769	DEVEREAUX, JENNIFER L	06/14/2017	1,153.10
591770	DEVEREAUX, PATRICIA L	06/14/2017	62.28
591771	DON SANGSTER MOTORS INC	06/14/2017	170.26
591772	DUAL LANGUAGE EDUC NEW MEXICO	06/14/2017	4,554.00
591773	ECOLAB INC	06/14/2017	298.05
591774	EICKMEYER, CHRISTINA	06/14/2017	300.00
591775	EISENHOWER HIGH SCHOOL	06/14/2017	125.00
591776	EQUIPMENT MANUFACTURING CO	06/14/2017	197.93

Check Nbr	Vendor Name	Check Date	Check Amount
591777	ESCOBEDO, URIEL	06/14/2017	1,050.00
591778	ESD 112	06/14/2017	1,300.00
591779	ESTEP, ABBIE M	06/14/2017	1,900.00
591780	ETA HAND TO MIND	06/14/2017	188.75
591781	FASTENAL COMPANY	06/14/2017	470.62
591782	FEIL, SCOTT R	06/14/2017	175.48
591783	FERGUSON ENTERPRISES INC #3007	06/14/2017	1.31
591784	FINEIS, JILL A	06/14/2017	227.91
591785	FLOOR FACTORY	06/14/2017	43.69
591786	FOOD SERVICE OF AMERICA	06/14/2017	66,262.40
591787	FORCE, MONIQUE LYNN	06/14/2017	71.72
591788	FORD, MARTHA E	06/14/2017	36.05
591789	FRANZ FAMILY BAKERIES	06/14/2017	4,783.09
591790	FRED MEYER CUSTOMER CHARGES	06/14/2017	380.33
591791	GARCIA, JUAN CARLOS	06/14/2017	88.00
591792	GARZA, DAVID ABNER	06/14/2017	43.59
591793	GEBBERS CATTLE, LTD.	06/14/2017	3,034.00
591794	GK INDUSTRIAL REFUSE SYSTEMS	06/14/2017	47.45
591795	GLAZE BAKERY LLC	06/14/2017	235.00
591796	GO USA	06/14/2017	363.79
591797	GOODRICH, TYE KAYLEEN	06/14/2017	650.00
591798	GOPHER SPORT	06/14/2017	777.90
591799	GPA EMBROIDERY INC	06/14/2017	1,312.51
591800	GRAPHICS & GLASS WINDOW TINT	06/14/2017	623.30
591801	GRIFFIN-BUGERT, CAROLYN GAIL	06/14/2017	123.05
591802	H D FOWLER	06/14/2017	433.87
591803	HAGLUNDS TROPHIES	06/14/2017	3,018.29
591804	HAMMERBERG, BETH	06/14/2017	450.00
591805	HANSEN, AARON A	06/14/2017	49.00
591806	HARLE, BRANDON T	06/14/2017	499.99
591807	HARLE, KARISSA JANELL	06/14/2017	125.00
591808	HEALTH CARE AUTHORITY	06/14/2017	2,767.03
591809	HEATH, MELINDA L	06/14/2017	49.12
591810	HENDERSON, JENNIFER L	06/14/2017	223.48
591811	HENDERSON, MAIJA B	06/14/2017	28.89
591812	HERITAGE FOOD SERVICE GROUP	06/14/2017	185.63
591813	HERNANDEZ-CARVAJAL, LUISA YARE	06/14/2017	181.05
591814	HOBART CORPORATION	06/14/2017	162.65
591815	HOLIDAY INN EXPRESS YAKIMA	06/14/2017	103.20
591816	HOME DEPOT	06/14/2017	752.22
591817	HOUGHTON MIFFLIN HARCOURT	06/14/2017	3,090.05
591818	HOWARD, JENNIFER L	06/14/2017	50.00
591819	HULSE, WENDY LEE	06/14/2017	47.85
591820	ICICLE CREEK MUSIC CENTER	06/14/2017	1,000.00
591821	IMAGINE LEARNING	06/14/2017	1,200.00
591822	INLAND PIPE AND SUPPLY	06/14/2017	1,004.44
591823	IPEVO INC	06/14/2017	718.25
591824	J & G DISTRIBUTING INC	06/14/2017	14,638.40
591825	JCD REPAIR LLC	06/14/2017	195.80
591826	JERRYS AUTO SUPPLY	06/14/2017	1,334.70

Check Nbr	Vendor Name	Check Date	Check Amount
591827	JOHNSON, ELISA ANN	06/14/2017	28.18
591828	JOHNSON GAUKROGER SMITH &	06/14/2017	12,018.00
591829	JOHNSON, TRISHA	06/14/2017	9.25
591830	JOSTENS DIPLOMA DIVISON	06/14/2017	956.28
591831	KELLER SUPPLY COMPANY	06/14/2017	12.99
591832	KEYHOLE INC	06/14/2017	32.52
591833	KINAMON, DESIREE	06/14/2017	50.00
591834	KING, ANDREW RAY	06/14/2017	12.00
591835	KING COUNTY DIRECTORS ASSN	06/14/2017	165,690.15
591836	KRAMER, JASON LAWRENCE	06/14/2017	30.00
591837	KRASOWSKI, BRIEAN	06/14/2017	20.00
591838	LAKESHORE LEARNING MATERIALS	06/14/2017	112.16
591839	LAWRENCE, JOSHUA	06/14/2017	50.00
591840	LAYCOCK, KRISTEN	06/14/2017	35.00
591841	LINK TRANSPORTATION	06/14/2017	1,200.00
591842	LITTLE CAESARS PIZZA	06/14/2017	449.86
591843	LITTRELL, SHERRI LYNN	06/14/2017	32.49
591844	LOCAL TEL COMMUNICATIONS	06/14/2017	9,326.40
591845	LOFTUS, PATRICK JOSEPH	06/14/2017	550.00
591846	LONG, MICHAEL RAY	06/14/2017	18.00
591847	LOWES HOME IMPROVEMENT	06/14/2017	1,402.75
591848	MACDONALD, ADAM J	06/14/2017	1,425.00
591849	MAHONEY-HOLLAND, MICHELLE LOUI	06/14/2017	69.95
591850	MALDONADO, MARIA GENOVEBA	06/14/2017	10.99
591851	MARKER, JULIE	06/14/2017	114.50
591852	MARTINEZ, CHERYL L	06/14/2017	51.90
591853	MARTIN, JULIE A	06/14/2017	27.00
591854	MARTINEZ, LUPE V	06/14/2017	1,425.00
591855	MASON, TAYLOR B	06/14/2017	27.00
591856	MATH LEARNING CENTER	06/14/2017	8,898.39
591857	MCCOURT, HEATHER G	06/14/2017	24.00
591858	MENDOZA, VERONICA H	06/14/2017	58.00
591859	MERRILL, DOUGLAS RAY	06/14/2017	394.72
591860	MICRO COMPUTER SYSTEMS	06/14/2017	12,813.37
591861	MILLER, DIANNA L	06/14/2017	18.58
591862	MILLER, LORI L	06/14/2017	48.00
591863	MILLIETTE, JUDY CUTLER	06/14/2017	147.07
591864	MOODY, KATHRYN A	06/14/2017	14.63
591865	MORALES, NAYELY	06/14/2017	5.00
591866	MORGAN, CHAD F	06/14/2017	1,901.70
591867	MOSAIC COOPERATIVE LLC	06/14/2017	1,500.00
591868	MOSER, DONNA M	06/14/2017	18.00
591869	MOTOR MART	06/14/2017	1,402.70
591870	MYSTERY SCIENCE INC	06/14/2017	499.00
591871	NAESP/PEAP	06/14/2017	77.00
591872	NC MACHINERY	06/14/2017	108.19
591873	NELSON, TESSA L	06/14/2017	25.29
591874	NEOFUNDS BY NEOPOST	06/14/2017	1,000.00
591875	NETCHEMIA LLC	06/14/2017	5,424.64
591876	NICPAN-BROWN, KRISTINA M	06/14/2017	29.34

Check Nbr	Vendor Name	Check Date	Check Amount
591877	NORCO INC	06/14/2017	142.82
591878	NORTH CENTRAL ESD	06/14/2017	78,647.54
591879	NORTH FORTY PRODUCTIONS LLC	06/14/2017	5,425.00
591880	NORTHWEST MAILING, INC	06/14/2017	303.50
591881	NW BEARING-BDI	06/14/2017	19.34
591882	NW TEXTBOOK DEPOSITORY	06/14/2017	9,489.28
591883	O'REILLY AUTOMOTIVE STORES	06/14/2017	785.75
591884	OBERMEYER, COURTNEY C	06/14/2017	14.03
591885	OFFICE DEPOT	06/14/2017	10,739.50
591886	OHME GARDENS	06/14/2017	1,172.21
591887	ORIENTAL TRADING COMPANY INC	06/14/2017	238.76
591888	OSBORN, SHARON K	06/14/2017	900.00
591889	OTHER WORLD COMPUTING INC	06/14/2017	3,195.86
591890	OTICON, INC	06/14/2017	160.00
591891	OVERBAY, CRYSTAL	06/14/2017	291.58
591892	OWEN, DIANE L	06/14/2017	475.00
591893	OXARC	06/14/2017	241.08
591894	PACIFIC SCIENCE CENTER	06/14/2017	1,273.00
591895	PACIFIC SECURITY	06/14/2017	4,340.00
591896	PADILLA, MARIA	06/14/2017	4.50
591897	PAINE, SCOTT R	06/14/2017	5.65
591898	PARR, KEVIN PATRICK	06/14/2017	284.95
591899	PATNODE, KATHARINE D	06/14/2017	450.00
591900	PATTERSON BUCHANAN FOBES	06/14/2017	5,828.20
591901	PAYNE, DONNA R	06/14/2017	39.58
591902	PC & MACEXCHANGE	06/14/2017	1,577.70
591903	PEPIN, RICK D	06/14/2017	46.00
591904	PETERS, AMEE C	06/14/2017	1,000.00
591905	PFLUG-TILTON, CORINNE	06/14/2017	1,145.48
591906	PLATT ELECTRICAL SUPPLY	06/14/2017	1,094.07
591907	PRINT TO MAIL SYSTEMS	06/14/2017	654.75
591908	PUD NO 1 OF CHELAN COUNTY	06/14/2017	5,500.01
591909	PULIDO, LORENA N	06/14/2017	213.56
591910	QMS	06/14/2017	589.52
591911	R E WHITTAKER COMPANY	06/14/2017	2,975.00
591912	RABEY, NANCY L	06/14/2017	48.00
591913	RAMIREZ, MOISES	06/14/2017	50.00
591914	RANGEL, DUSTY	06/14/2017	15.00
591915	REALLY GOOD STUFF	06/14/2017	144.11
591916	REID, MARCIA A	06/14/2017	223.48
591917	REV.COM INC	06/14/2017	14.00
591918	RICHERSON, KRISSY D	06/14/2017	12.23
591919	RICOH USA, INC.	06/14/2017	18,801.12
591920	RIDGELINE GRAPHICS INC.	06/14/2017	219.33
591921	RING A BELLS CATERING	06/14/2017	2,479.65
591922	ROBINSON, JULIE A	06/14/2017	27.00
591923	ROCHESTER 100 INC	06/14/2017	125.00
591924	ROLFS, REBECCA L	06/14/2017	85.12
591925	ROLFS, SARA	06/14/2017	149.48
591926	ROSE, LISA RENEE	06/14/2017	30.00

Check Nbr	Vendor Name	Check Date	Check Amount
591927	ROYSTER, MARIE E	06/14/2017	3.75
591928	RWC GROUP	06/14/2017	1,387.67
591929	S & W IRRIGATION SUPPLY	06/14/2017	331.41
591930	SAFEWAY INC	06/14/2017	1,183.20
591931	SALAZAR, MARIA	06/14/2017	7.99
591932	SANCHEZ TORRES, BELIA	06/14/2017	58.00
591933	SANDS, STEPHAN	06/14/2017	165.70
591934	SBS FOODS, INC	06/14/2017	369.88
591935	SCHETKY NORTHWEST SALES	06/14/2017	254.17
591936	SCHMIDT, DESIREE R	06/14/2017	15.99
591937	SCHOOL OUTFITTERS	06/14/2017	1,381.39
591938	SCOTT, LORRAINE B	06/14/2017	91.20
591939	SHEA, PENNY J	06/14/2017	48.00
591940	SHEPPARD, KAREN R	06/14/2017	35.96
591941	SHEPPARD, TIMOTHY H	06/14/2017	419.57
591942	SIMS, KELLY R	06/14/2017	35.00
591943	SIX ROBBLEES INC	06/14/2017	194.79
591944	SKILLS USA WA	06/14/2017	2,680.00
591945	SLOAN, CHRISTY B	06/14/2017	5.00
591946	SMITH, JODEE	06/14/2017	49.79
591947	SOLORIO, ANGELICA	06/14/2017	136.10
591948	SPURRELL, KATHRYN E	06/14/2017	275.00
591949	STANDARD PLUMBING AND HEATING	06/14/2017	624.38
591950	STANDARD PAINT	06/14/2017	327.89
591951	STANS MERRY MART	06/14/2017	1,143.95
591952	STANTON, SUZANNE M	06/14/2017	293.56
591953	STERICYCLE COMM SOLUTIONS	06/14/2017	85.88
591954	STRATEGIC STEPS	06/14/2017	1,750.00
591955	STUBER, SI JAMES	06/14/2017	50.62
591956	SUMNER BAND PARENT ASSOC	06/14/2017	300.00
591957	SUPPLYWORKS	06/14/2017	7,933.83
591958	SWANSON, JAMES R	06/14/2017	15.52
591959	SYMONDS, HANNAH ELIZABETH	06/14/2017	41.28
591960	TACONY CORPORATION	06/14/2017	4,315.68
591961	TALBOT, DONALD	06/14/2017	49.37
591962	TAPIA-LEON, MARIA CATALINA	06/14/2017	9.95
591963	TEACHERS PUBLISHING GROUP	06/14/2017	304.10
591964	THOMPSON, TRACI L	06/14/2017	48.00
591965	TIEDEMAN, SCOTT W	06/14/2017	1,425.00
591966	TOLEDO, NOEL A	06/14/2017	26.33
591967	TOLEDO PE SUPPLY COMPANY	06/14/2017	277.23
591968	TOWN TOYOTA CENTER	06/14/2017	1,500.00
591969	TROXELL COMMUNICATIONS	06/14/2017	9,193.77
591970	TUMWATER MARCHING BAND FESTIVA	06/14/2017	250.00
591971	TURF STAR INC	06/14/2017	838.76
591972	TWO CHEFS CATERING	06/14/2017	379.40
591973	ULINE	06/14/2017	34.04
591974	US BANK CORPORATE PAYMENT SYST	06/14/2017	46,360.88
591975	US BANK - C/O	06/14/2017	942.61
591976	US LINEN & UNIFORM INC	06/14/2017	1,908.36

Check Nbr	Vendor Name	Check Date	Check Amount
591977	VERIZON WIRELESS	06/14/2017	420.76
591978	VEX ROBOTICS, INC	06/14/2017	2,924.47
591979	VILLASANO, MARIA	06/14/2017	40.00
591980	VIVANCO, MATILDE	06/14/2017	1,900.00
591981	WA APPLIED MATH COUNCIL	06/14/2017	535.00
591982	WALLACE, MELANIE ANN	06/14/2017	73.00
591983	WALTERS, KAREN	06/14/2017	223.48
591984	WARD, SANDRA L	06/14/2017	20.36
591985	WASTE MANAGEMENT	06/14/2017	17,848.11
591986	WEINSTEIN BEVERAGE CO	06/14/2017	1,368.04
591987	WELLS AND WADE MECHANICAL	06/14/2017	23.61
591988	WEN SAND & GRAVEL	06/14/2017	150.24
591989	WEN SMART CHOICE P S TIRE FACT	06/14/2017	17.59
591990	WEN VALLEY SOCCER REFEREES	06/14/2017	4,388.83
591991	WEN VALLEY HOSPITAL	06/14/2017	47.00
591992	WEN WORLD	06/14/2017	4,629.17
591993	WENATCHEE VALLEY UMPIRES ASSOC	06/14/2017	648.12
591994	WESCO PAINT & EQUIPMENT SUPPLY	06/14/2017	4,142.18
591995	WEST MUSIC CO	06/14/2017	115.95
591996	WESTERN STATE DESIGN INC	06/14/2017	1,037.59
591997	WHITTIER MAILING PRODUCTS	06/14/2017	114.50
591998	WILBUR ELLIS COMPANY LLC	06/14/2017	1,379.68
591999	WILGUS, EMILY EUNJIN	06/14/2017	1,300.00
592000	WILLIAMS, DIANNA LYNN	06/14/2017	27.05
592001	WILSON, MICHAEL E	06/14/2017	51.15
592002	WORTHEN, ALEX N	06/14/2017	655.00
592003	WSD ADMIN IMPREST	06/14/2017	2,662.03
592004	WSD ADVANCE TRAVEL	06/14/2017	660.00
592005	WSD GARNISHMENT FUND	06/14/2017	34.79
592006	WVC	06/14/2017	394,379.57
592007	WVTSC	06/14/2017	330.00
592008	WVTSC PETTY CASH	06/14/2017	44.07
592009	YESIKI, CHANSER H	06/14/2017	93.00
592010	YOUNG, DONNA KAY	06/14/2017	17.97
592011	ZEHNDER, JEFF A	06/14/2017	40.00
592012	ZEPEDA, MARIA D	06/14/2017	62.50
592013	APPLE COMPUTER INC	06/14/2017	2,541.62
592014	FORTE ARCHITECTS INC	06/14/2017	15,420.00
592015	GOPHER SPORT	06/14/2017	58.44
592016	HILL INTL INC	06/14/2017	11,090.79
592017	KING COUNTY DIRECTORS ASSN	06/14/2017	6,809.36
592018	LOCAL TEL COMMUNICATIONS	06/14/2017	30,463.55
592019	LYDIG CONSTRUCTION INC	06/14/2017	791,600.32
592020	MICRO COMPUTER SYSTEMS	06/14/2017	1,141.51
592021	PC & MACEXCHANGE	06/14/2017	260.80
592022	TCF ARCHITECTURE PLLC	06/14/2017	51,890.73
592023	US BANK CORPORATE PAYMENT SYST	06/14/2017	1,320.13
592024	WSD A/R	06/14/2017	126,672.99
592025	A & A MOTORCOACH	06/14/2017	5,765.00
592026	AMAZON CAPITAL SERVICES	06/14/2017	620.61

Check Nbr	Vendor Name	Check Date	Check Amount
592027	AWSP	06/14/2017	1,680.00
592028	BEST WESTERN PLUS SPOKANE	06/14/2017	5,253.35
592029	BRENDER, RONDA F	06/14/2017	143.82
592030	BSN SPORTS	06/14/2017	402.34
592031	CAFFE D'ARTE	06/14/2017	32.96
592032	CHELAN HIGH SCHOOL ATHLETICS	06/14/2017	250.00
592033	CHINOOK MUSIC SERVICE INC	06/14/2017	59.61
592034	CITY OF WENATCHEE	06/14/2017	575.12
592035	DANCE CREATION	06/14/2017	3,400.00
592036	DHARMA TRADING COMPANY	06/14/2017	570.94
592037	DISCOUNT DANCE	06/14/2017	693.06
592038	DOMINOS PIZZA/KONA PIES LLC	06/14/2017	158.25
592039	EASTERN WASHINGTON UNIVERSITY	06/14/2017	400.00
592040	FAMILY FUN CENTER	06/14/2017	208.89
592041	FINIS INC	06/14/2017	1,420.53
592042	FRED MEYER CUSTOMER CHARGES	06/14/2017	41.42
592043	GEAR UP SPORTS LLC	06/14/2017	84.01
592044	GEDDES	06/14/2017	493.12
592045	GLAZE BAKERY LLC	06/14/2017	68.80
592046	GPA EMBROIDERY INC	06/14/2017	165.85
592047	GRIZZLY BASKETBALL CAMPS	06/14/2017	1,600.00
592048	GROTHER, BRENT JOSEPH	06/14/2017	138.67
592049	GUADELUPE CUSTOM STRINGS	06/14/2017	242.00
592050	HAGLUNDS TROPHIES	06/14/2017	1,997.98
592051	HENRY SCHEIN INC	06/14/2017	377.03
592052	HOWARD, JENNIFER L	06/14/2017	30.00
592053	JENNINGS, NATHAN	06/14/2017	65.00
592054	JIN, LEON	06/14/2017	100.00
592055	JUST FOR KIX	06/14/2017	1,600.00
592056	KINTNER, TAMARA	06/14/2017	100.00
592057	LANDERS, HOLLY	06/14/2017	65.00
592058	LAZY F CAMP AND RETREAT CENTER	06/14/2017	1,890.00
592059	LUEBBER, DONNA	06/14/2017	49.00
592060	LYNX SYSTEM DEVELOPERS INC	06/14/2017	1,995.00
592061	MACDONALD, ADAM J	06/14/2017	74.68
592062	MCCORMICK, DAWN MARIE TYACKE	06/14/2017	75.91
592063	MORTENSEN, SOPHIE	06/14/2017	100.00
592064	NC HOOPS	06/14/2017	400.00
592065	NW SILK SCREEN & EMBROIDERY LL	06/14/2017	175.02
592066	OLSON, NOAMI	06/14/2017	100.00
592067	OMS ASB IMPREST	06/14/2017	235.07
592068	PARKER, JAMES A	06/14/2017	96.63
592069	PARSONS PHOTOGRAPHY	06/14/2017	173.28
592070	PETERS, AMEE C	06/14/2017	59.36
592071	PRIEST, STEPHEN F	06/14/2017	104.73
592072	PYBUS PUBLIC MARKET	06/14/2017	150.00
592073	PYRO SPECTACULAR NORTH INC	06/14/2017	1,800.00
592074	R & S VENDING	06/14/2017	439.00
592075	RENT WENATCHEE	06/14/2017	97.56
592076	RICHERSON, KRISSY D	06/14/2017	365.45

Check Nbr	Vendor Name	Check Date	Check Amount
592077	RIGGS JR, DAVID L	06/14/2017	331.11
592078	SAFEWAY INC	06/14/2017	240.92
592079	SCHWIETZER, BETSY	06/14/2017	240.50
592080	SHILO INN	06/14/2017	2,414.60
592081	SILVERWOOD THEME PARK	06/14/2017	2,545.21
592082	SOCCER.COM	06/14/2017	664.27
592083	SOUND ADVICE	06/14/2017	320.00
592084	THREE LAKES GOLF COURSE	06/14/2017	2,313.04
592085	US BANK CORPORATE PAYMENT SYST	06/14/2017	8,154.56
592086	VALENCIA, OSCAR	06/14/2017	215.00
592087	WA ST FFA ASSOC/MEMBERSHIP	06/14/2017	102.00
592088	WAHSET DISTRICT 1	06/14/2017	1,485.00
592089	WEN WORLD	06/14/2017	1,132.78
592090	WHS ASB IMPREST	06/14/2017	50.00
592091	WSD	06/14/2017	13,616.59
398	Computer	Check(s) For a Total of	2,344,986.73



	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	398	Computer	Checks For a Total of	2,344,986.73
Total For	398	Manual, Wire Tran, ACH & Computer	Checks	2,344,986.73
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	2,344,986.73

## FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-6,947.68	125.00	1,241,529.54	1,234,706.86
20	Capital Projects	-26.82	0.00	1,039,297.06	1,039,270.24
40	Associated Stude	-451.96	0.00	71,461.59	71,009.63

**Submission Summary Form for District Contracts**

Submit **unsigned** contracts to Les Vandervort for pre-approval at least two weeks before the scheduled School Board meeting. Upon pre-approval, Les will submit the contracts to the Superintendent's office, to be included on the consent agenda for School Board approval. Federally funded contracts must be accompanied with proof that the vendor has not been "Suspended or Debarred". *All District contracts require school board approval. The only authorized signatures on contracts are Brian Flones, Jon Dejong, Les Vandervort, or the School Board.*

Date	New or Renewal or Revision	Federal Yes/No	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?
05/24/17	Revision	Yes	Wenatchee Valley College	ESL & GED classes for parents of 21st CCKC Students	N/A	5/24/17 - 8/31/2020	Carolyn Griffin-Bugert	Yes	No
					<b>Budget Code</b>				
					N/A				
05/15/17	Revision	No	Tall Timber	FMS 6th Grade Outdoor Ed Camp	\$8,170	9/27/17 - 9/29/17	Mark Goveia	Yes	Yes
					<b>Budget Code</b>				
					0110-27-5700-212-1060				
05/23/17	New	Yes	NCESD	Language Acquisition Cooperative	\$2,000	2017-2018 School Year	Cyndy Valdez	Yes	Yes
					<b>Budget Code</b>				
					6400-31-7000-000				
06/05/17	New	No	Women's Resource Center	Homeless Student Stability Grant	Credit \$243,231	7/1/17 - 6/30/18	Suzanne Stanton / Mark Helm	Yes	No
					<b>Budget Code</b>				
					N/A				
06/06/17	Revision	No	Sports Court of WA	Change Orders for Basketball Court for WSHS	\$6,391	9/15/16 until Complete	Kory Kalahar	Yes	Yes
					<b>Budget Code</b>				
					Healthy Kids Grant				
06/06/17	New	Yes	Springbrook Farms, Inc	Milk & Dairy Products	\$175,000	2017-2018 School Year	Chris Lutgen	Yes	Yes
					<b>Budget Code</b>				
					9800-42-5024-000				
06/06/17	New	Yes	Franz Bakery	Bread & Bakery Products	\$55,000	2017-2018 School Year	Chris Lutgen	Yes	Yes
					<b>Budget Code</b>				
					9800-42-5025-000				



## "Federal" Contract Cover Sheet

### Request Board Approval

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval, Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

**All contracts require school board approval.**

The **only** authorized signatures on a contract are Brian Fiones, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Reviewed by Les?	PO Required?	Attorney Review Required?
05/24/17	Revision	Wenatchee Valley College	Amend the current contract for ESL and GED classes for parents of 21st CCLC students to reflect current staff names.	\$0	05/24/2017 through 08/31/2020	<u>Carolyn Griffin-Bugert</u>	 I have read this contract and recommend it for board approval.	Not at this time	
				<b>Budget Code</b>		 Initial			
				<i>grant pays for this.</i>		<u>5/24/17</u> Date			

**Federally Funded Agreements for Professional Services:**

Quotes are not necessary when using federal grant money to pay for professional services provided from another government agency such as an ESD or another school district.

However, record and keep documents that show how the agreement resulted in an economical and efficient use of federal resources.

If the vendor is not from the ESD, OSPI or a school district and professional services are less than \$75,000, you must obtain at least three quotes and maintain records with the following information: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price (per Circular A-102)

Any purchase in excess of \$75,000, must use the formal bid process to obtain sealed bids and retain all documentation.

If the purchases are not federally funded, then follow the state requirements (RCW 28A.335.190).

Before entering into a vendor contract, check the vendor for suspension and debarment at [www.sam.gov](http://www.sam.gov), print and submit a copy with your contract.

**Agency Contact Information** (who & where contract needs to be mailed to for signing):

Agency Name Wenatchee Valley College  
 Attention: Aaron Parrott  
 Street address or PO Box 1300 Fifth Street  
 City, State, Zip Code Wenatchee, WA 98801  
 Email Address [aparrott@wvc.edu](mailto:aparrott@wvc.edu)  
 Phone Number 509-682-6795

**Contract Details** (Give a brief description of the contract):

Amend the current contract for ESL and GED classes for parents of 21st CCLC students to reflect current staff names.

Reviewed by Attorney \_\_\_\_\_

Signature

Requires Edits? \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING**

**Between**

**WENATCHEE VALLEY COLLEGE and**

**WENATCHEE SCHOOL DISTRICT**

**In Regards To**

**PRE-COLLEGE INSTRUCTION PARTNERSHIP UNDER 21<sup>st</sup> CENTURY COMMUNITY LEARNING CENTER  
GRANT GUIDELINES, 2014-2021**

**AMENDMENT THREE**

**DATED** \_\_\_\_\_

This THIRD AMENDMENT dated this \_\_\_ day of \_\_\_, 2017 TO THE MEMORANDUM of understanding dated February 11, 2014 is entered into by and between Wenatchee Valley College (“WVC”) and the Wenatchee School District (“WSD”) for the purpose of working in partnership to maximize resources and offer meaningful services to specific, eligible adult learners in the Wenatchee School District.

The primary objective of this agreement is to provide English Language Acquisition (ELA), Adult Basic Education (ABE), High School Diploma programs (High School 21+), and/or High School Equivalency (HSE) assessment preparation classes (i.e. GED® test preparation) to parents of students served by the Wenatchee School District by sharing educational and administrative resources. This agreement is entered into as a condition of the Wenatchee School District’s approved 21<sup>st</sup> Century Community Learning Center (21CCLC) grant, in which WVC Transitional Studies (formerly referred to as Transitional Studies) was named a partner program.

This statement is to be liberally construed in the full spirit of cooperation with the overriding goal of providing opportunity to adult learners in the community.

**Background**

WSD has identified, within their 21CCLC grant proposal, the opportunity to improve retention and success for at-risk K-12 students. One facet of their strategy is to encourage the parents of these students to seek further education, acknowledging that literate and educated parents have a huge impact on the motivation, participation, and success of their student children. This grant targets students who are at risk academically, to provide and encourage a home environment that values and pursues educational excellence. This strategy will prevent them from becoming long-term remedial students, and will enhance their likelihood of finding a job at a living wage and contributing back to the community. WVC’s Transitional Studies program exists to assist all adult learners of the Chelan-Douglas-Okanagan area to improve literacy, numeracy, communication, and goal achievement.

Both WSD and WVC operate in accordance with the standards, approved plans, budgets, and regulations of their respective programs. It has been determined that participation in either or both of these

programs can increase success of the participant when there is coordination, collaboration and cooperation. This Memorandum of Understanding (MOU) is to define the manner in which WSD and WVC will work together to meet the needs of program participants, leading to a better quality of life for the population being served.

### **Agreement**

To this end, WSD and WVC jointly express their mutual understanding of the following items:

WSD and WVC will jointly agree to schedule, resource, and conduct a minimum of twenty (20) weeks per fiscal year of ELA, ABE, HS21+ and/or HSE classes open to specific parents with students enrolled at Pioneer, Lincoln, Columbia, Orchard, Lewis & Clark, or Mission View schools and taking part in specified after school programs. The managed enrollment classes will be taught in accordance with WVC Transitional Studies curriculum and standards, with appropriate assessments to gauge progress and prepare individuals to test for high school equivalency or to complete a high school diploma.

These classes will be conducted for the five-year duration of the 21CCLC grant, concluding no later than June 30, 2021, unless otherwise terminated at an earlier date in accordance with the terms of this agreement.

a) Wenatchee Valley College will:

- Provide 1 to 3 part-time instructors at 5 credits (5 hours per week), for a minimum of twenty weeks of instruction per school year. At least ten adult students must be identified for a particular instructional program (ELA, ABE, or HSE/HS21+) per instructor. A total of sixty (60) students may be served, in up to three classes, at any one time. Class sizes will not exceed thirty (30) students. Instructors will:

- 1) Act as test proctor for the CASAS standardized assessment system for eligible students, to include participating in proctor training, and will conduct testing in accordance with WA State Adult Basic Education Assessment Policy.
- 2) Report attendance of registered students at monthly intervals to WVC Transitional Studies.
- 3) Ensure students are properly enrolled and registered as WVC students if they are attending classes.

- Perform administrative support for all classes, to include scheduling, registration, data entry, and attendance rosters.

- Provide standardized and specialized assessments for all students.

- Provide books and materials for instructional purposes as requested within scope of Transitional Studies budget.

- Extend college privileges to all students and instructors such as campus access, email accounts, and other benefits such as are enjoyed by students enrolled at the campus locations.



- Work with adult students whose needs do not fit within the offered classes at WSD to enroll in appropriate classes at the WVC Wenatchee Campus.

b) Wenatchee School District will:

- Determine adult student eligibility and nominate students for instructional programs.
- Determine type and schedule of academic programs to be offered, in consultation with WVC Transitional Studies, based on number of eligible adult students and their stated academic goals and availability.
- Provide appropriate instructional equipment and classroom space for instruction, to include wireless internet access if required.
- Provide tuition and fees totaling \$35 for each student per enrolled quarter of classes (for 20-week programs, this will total \$70 per annum);
- Provide appropriate routine materials for instruction and administrative use.
- Assist with recruitment and referral of adult learners.

#### **Costs and Limitations**

- This agreement may be reviewed by designated representatives of each party quarterly for compliance, and will be reviewed at a minimum at the close of each fiscal year (June 30<sup>th</sup>) to determine ongoing requirements for this agreement, as well as review terms of agreement as required.
- In consideration of the planning, development, and coordination of effort for this project, WSD and WVC agree to share information for the purposes of effective participant tracking and to avoid the occurrences of duplicate services. Student information will be identified by program and student identification number (SID) issued by WVC upon first registration.
- Annual cost estimates for WVC will be presented to all parties for informational purposes.
  - o Total salary per instructor for 20 weeks of instruction: **\$8448.22**
- Costs to WSD will be limited to routine, incidental material costs (copying, pencils, paper, etc.) within reason, and up to 40 students' tuition and fees per quarter (a maximum of \$4200 per year).
- WVC will bill WSD quarterly for the cost of enrolled student tuition and fees, with invoices delivered within the first full month of the quarter (October, January, and April).

#### **Interpretation of the MOU**

The parties to this MOU realize that there may arise instances in which one of the parties believes that the other party did not comply with the agreement, or clarification is necessary to interpret provisions of the MOU. In such instance, it is agreed that the parties will attempt to resolve the matter at the

lowest possible level, which will typically be between the WSD Grant Coordinator or her designees, and the Director of Transitional Studies, WVC.

Throughout this process, either party is free to consult with their funding/governing agencies for clarification of program policy, regulatory and funding information, while maintaining the interest of resolving any issue at the lowest level and preserving the well-being of served students in all cases.

**Termination or Amendment of the MOU**

- This MOU may be suspended or terminated by either party, with Administrator concurrence with no less than thirty (30) days written notice to the other party explaining the reason for the termination. Such suspension or termination will not affect any program participant action currently in progress, including funds obligated to support that action.
- This MOU may be amended at any time by written agreement of both parties, and administrative review and approval.

**Contact information**

- Wenatchee School District: Maura Danforth, Assistant Grant Coordinator, WSD, (509) 663-8117 x21517 or [Danforth.m@wenatcheeschools.org](mailto:Danforth.m@wenatcheeschools.org)
- Wenatchee Valley College: Aaron Parrott, Director of Transitional Studies, (509) 682-6795 or [aparrott@wvc.edu](mailto:aparrott@wvc.edu).

IN WITNESS WHEREOF, the parties hereto have executed this agreement that shall be effective on this following list of dates written.

\_\_\_\_\_  
Brett Riley  
Wenatchee Valley College  
Vice President of Administrative Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Aaron Parrott  
Wenatchee Valley College  
Director, Transitional Studies

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian Flonex [or designee]  
Superintendent  
Wenatchee School District

\_\_\_\_\_  
Date



Username

Password

[Forgot Username?](#) [Forgot Password?](#)

[Log In](#)  
[Create an Account](#)

# Search Results

Current Search Terms: wenatchee\* valley\* college\*

Your search for "wenatchee\* valley\* college\*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	WENATCHEE VALLEY COLLEGE FOUNDATION	Status: Active	<a href="#">View Details</a>
DUNS: 071838635	CAGE Code: 1UC37		
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 08/10/2017	Delinquent Federal Debt? No		
Purpose of Registration: All Awards			

## Glossary

[Search Results](#)

[Entity](#)  
[Exclusion](#)

[Search Filters](#)

[By Record Status](#)

[By Record Type](#)



- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)


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WWW6

## Contract Coversheet (Non-Federal) Request Board Approval

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

**All contracts require school board approval.**

The **only** authorized signatures on a contract are Brian Flonas, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
05/15/17	Revision	Tall Timber	FMS 6th Grade Outdoor Edu Camp	\$8,170	9/17/17-9/29/17 2017-2018 School Year	<u>Mark Goveia</u> I have read this contract and recommend it for board approval. Initial: <i>MG</i> Date: 5/23/17	 Yes	Yes	This is decided at the district office.
				Budget Code					

**Agency Contact Information** (who & where contract needs to be mailed to for signing):

Agency Name: Tall Timbers  
 Attention: Contract Services  
 Street address or PO Box: 27875 White River Rd  
 City, State, Zip Code: Leavenworth, WA 98826  
 Email Address: \_\_\_\_\_  
 Phone Number: 509-763-3127

**Contract Details** (Give a brief description of the contract):

If this is a revision, what has changed?

Provide an opportunity for the 6th grade students to participate in outdoor education activities.

**Be sure to follow state bid requirements as outlined in RCW 28A.335.190**

Reviewed by Attorney \_\_\_\_\_

Signature

Requires Edits? \_\_\_\_\_



**TALL TIMBER**  
27875 White River Road  
Leavenworth, WA 98826  
(phone) 509.763.3127  
(web) talltimber.org

## Tall Timber Ranch Contract

### **Group Information**

1. Organization Name: Foothills Middle School
2. Organization Address: 1410 Maple Street Wenatchee WA 98801
3. Organization Phone: 509-664-8961
4. Authorized Representative: Sarah Smith
5. Representatives Phone: 509-664-8961
6. Representatives Email: smith.s@wenatcheeschool.org

---

### **Booking Information**

The authorized representative agrees to provide Tall Timber Ranch with a final headcount and any food allergies no less than 14 days prior to the scheduled event. Number changes communicated by written notice, email, voicemail, text, or verbal communication will not result in a lower minimum unless it adjusted and signed by both parties on this contract.

Dates of Stay: First Day: September 27, 2017 Last Day: September 29, 2017

Group Size: Minimum Count: 170 Maximum Count: 240

\*Please note that your group is responsible to pay for the minimum number of participants as indicated on this contract, regardless of how few participants arrive, or the total length of their stay. This includes paying for the scheduled amount of meals. Number increases above the minimum will be added toward the total bill at final invoicing.

---

### **Program Information**

Included in your stay is unlimited access to any Audio & Video needs you have within the space of your lodging (the Napeequa room in the main lodge is reserved for groups staying in main camp cabins). Please notify Tall Timber Ranch of any Audio & Video needs at least 14 days prior to your stay so our staff can prepare your space.



**Lodging Information**

Tall Timber Ranch has three different lodging facilities available for reservation (Main Camp Cabins, Schulze Center, and Cedar House). This means other groups may be staying in facilities other than your reserved space. If a group would like to reserve the camp free from other groups, they must pay the exclusive use rates for the facilities they are keeping empty during their stay.

The lodging facilities selected for your stay are:

- Main Camp Cabins
- Schulze Center

**Food Services Information**

The authorized representative agrees to provide Tall Timber Ranch with any food allergies at least 14 days prior to your groups stay. In most cases of food allergies or special dietary needs, Joshua Tait, our Food Services Director, would like to speak personally with that person or parent. Please have individuals with food allergies call the kitchen directly at 509-763-2275.

Your Stay will include the following meals:

- Wednesday: Dinner
- Thursday: Breakfast, lunch, dinner
- Friday: Breakfast, lunch

Mealtimes:

- Breakfast: 8:00 AM
- Lunch: 12:30 PM
- Dinner: 6:00 PM

Assistance with setup and cleanup (including dishes) is part of our community experience that we ask from all groups for each meal. Groups that wish to opt out of this responsibility must pay an extra fee of \$1 per person each day of the groups stay.

- We are choosing to pay the additional fee to opt out of setup and cleanup

Included in your stay is unlimited hot drinks from our coffee and tea bar located in the main lodge, which remains open from morning until the evening.

\*Groups staying in any of the three locations at Tall Timber Ranch are served food in the main lodge. Please note that other groups staying at Tall Timber Ranch will be eating meals in the lodge at the same time as your group.

**Insurance Information**

Accident/Medical Insurance must be provided by the individual or Guest Group, and proof of coverage is required. Tall Timber Ranch provides secondary coverage only for registered guests. Tall Timber Ranch is responsible only for the services stated above. The authorized representative agrees, on behalf of the organization, to be responsible for all other aspects of their event (including supervision, leadership, games, additional activities, etc.) and will not hold Tall Timber Ranch liable for any injury resulting from these.

- Our group liability insurance company is: \_\_\_\_\_

- o The Policy Number is: \_\_\_\_\_
  - Our group accident insurance company is: \_\_\_\_\_
    - o The Policy Number is: \_\_\_\_\_
  - Our organization does not have liability insurance. We realize that this constitutes a risk and agree to accept full responsibility for this event and will not hold Tall Timber Ranch liable for any accident, illness, or injury. We understand that Tall Timber Ranch has the right to cancel our event after review of these terms with the Tall Timber Ranch insurance agent.
- 

**Cost Breakdown**

Tall Timber is now operating on a tiered pricing structure to allow schools with any financial constraints to partner with us in providing an outdoor educational experience for kids. This 3-tiered system is based on the amount of free and reduced meals your school provides to its students.

The Washington state average of free or reduced meals is 45% per school. Any school doing Outdoor Education through Tall Timber ranging from 0-54% will be considered tier 1 pricing (no discount). Schools ranging from 55-69% will be moved into tier 2 pricing (5% off the total cost of their stay and activities). Finally, any group at or above 70% will be given tier 3 pricing (10% off the total cost of their stay and activities). Information about school demographics is obtained from the *Office of Superintendent of Public Instruction Washington State Report Card*.

Based on the Washington State Report Card, Foothills MS will be given the following pricing:

- Tier 2

The following prices for a 24-hour stay include one night of lodging with breakfast, lunch, and dinner:

- **\$31** - Per Student for Lodging and Meals (Tier 2)

Recreation fees are based on the amount of 90 minute sessions scheduled by the school:

- **\$48** - Per 90 Minute Recreation Session (Tier 2)

**Financial Information**

1. Please review the attached preliminary invoice for a categorical breakdown of all cost.
  - a. The total anticipated cost is: \$8,170
2. Tall Timber Ranch reserves the right to renegotiate fees up to 90 days prior to the groups stay.
3. A Non-Refundable deposit of \$400 for reserving Main Camp, \$200 for reserving Schulze Center, and/or \$150 for reserving Cedar House is due 90 days prior to your stay.
  - a. The total deposit amount required is: \$600
  - b. Tall Timber already has a deposit on file in the amount of: \$350
  - c. The required amount needed to complete your deposit is: \$250
4. This deposit, and the signed contract, is required within 90 days of booking to hold a reservation.

5. The organization named above agrees to pay for the minimum attendance number stated above in the event they were to have a smaller number or cancel their reservation upon the signing of this contract.
6. The organization and the authorized representative agrees to be held responsible for the financial obligations of this agreement.
7. The organization agrees to pay for any damages or extra cleaning resulting from reckless or malicious conduct by any group member.
8. The balance of the total account will be paid to Tall Timber Ranch within 30 days after the camp. Any other arrangements for payment will be made prior to the group's arrival. Failure to make payment as agreed will result in a penalty of 1.5% of the final bill per month.

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**Other Information**

The authorized representative agrees on behalf of the organization to abide by the governing guidelines of Tall Timber Ranch as found in the Guest Group Handbook and takes responsibility for communicating them to the organization.

This agreement is not binding until signed by both parties.

***I have read and agree to the terms of this agreement, and I am authorized to act on behalf of the organization.***

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tall Timber Ranch Representative Signature

5-18-17  
Date



# Tall Timber Invoice

27875 White River Road, Leavenworth, WA 98826

Invoice Number: 92717MCCH	Dates of Stay: September 27-29, 2017
Group Name: Foothills Middle School	Address: 1410 Maple Street Wenatchee WA 98801
Primary Contact: Sarah Smith	Organization Phone: 509-664-8961
Primary Email: smith.s@wenatcheeschool.org	Primary Phone: 509-664-8961
Lodging: Main Camp & Cedar House	Minimum # of Participants on Contract: 170

### Baseline Cost (Lodging and Meals)

Quantity	Tier	Cost	Location	Total
	Tier 1	\$33	Main Camp	\$0.00
			Schulze Center	\$0.00
			Cedar House	\$0.00
200	Tier 2	\$31	Main Camp	\$6,270.00
			Schulze Center	\$0.00
			Cedar House	\$0.00
	Tier 3	\$30	Main Camp	\$0.00
			Schulze Center	\$0.00
			Cedar House	\$0.00
200	Total Number of Guests		Baseline Total	\$6,270.00

### Recreational Activities

Number of Sessions	Tier	Cost Per 1.5 Hour Session	Total
	Tier 1	\$50	\$0.00
40	Tier 2	\$48	\$1,900.00
	Tier 3	\$45	\$0.00
Recreation Total			\$1,900.00

### Miscellaneous

Quantity	Cost	Description	Total
	\$0.00		\$0.00
	\$0.00		\$0.00
Miscellaneous Total			\$0.00

### Totals

Deposit Amount on File	\$350 (\$250 required to complete deposit)	Subtotal	\$8,170.00
Rollover Deposit to Next Year	(yes/no)	Less Deposit	
Pay by Credit Card	(yes/no)	If Yes Add 3%	
Book Our Next Stay(s)	(yes/no)	Grand Total	\$8,170.00
2018 Dates	9/26-28/18 @ \$35, \$33, \$31	Paid Today	
2019 Dates	9/25-27/19 @ \$37, \$35, \$33	Balance Due	\$8,170

### Signatures

Group Representative	Tall Timber Representative	Today's Date

For Questions Please Contact Zachary Miller at 509-763-3127 or zachary@talltimber.org



# Schools Insurance Association of Washington

## CERTIFICATE OF COVERAGE

Issue Date: 08/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823 Phone 509-754-2027      Fax 509-754-3406	<b>GENERAL LIABILITY</b> SIAW/Munich Re Torus Specialty Insurance Company  <b>AUTOMOBILE LIABILITY</b> SIAW/Munich Re Torus Specialty Insurance Company
INSURED	PROPERTY
Wenatchee School District #246 P.O. Box 1767 Wenatchee, WA 98807	SIAW/Munich Re, et al.  <b>CRIME / PUBLIC EMPLOYEE DISHONESTY</b> SIAW/Munich Re

**COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

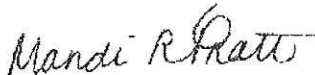
TYPE OF COVERAGE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	SIAW161734050	09/01/2016	09/01/2017	GENERAL AGGREGATE PRODUCT-COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE ANNUAL PROGRAM AGGREGATE	\$31,000,000 \$31,000,000 \$25,000,000 \$25,000,000 \$150,000,000
(LIABILITY IS SUBJECT TO A 100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO	SIAW161734050	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT ANNUAL PROGRAM AGGREGATE	\$25,000,000 NONE
(LIABILITY IS SUBJECT TO A 100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>PROPERTY</b>					
	SIAW161734050	09/01/2016	09/01/2017	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC (Except FZ AMV, which is \$1MM) ANNUAL PROGRAM AGGREGATE	\$150,000,000 EXCLUDED \$25,000,000 NONE
(PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>CRIME/PUBLIC EMPLOYEE DISHONESTY</b>					
(CRIME SUBJECT TO A \$250,000 PROGRAM SIR)	SIAW161734050	09/01/2016	09/01/2017	PER LOSS	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS**

Regarding use of facility during policy period. Tall Timber Ranch is named as Additional Insured regarding this use only and is subject to coverage terms, conditions, and exclusions. Additional Insured endorsement is attached.

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE MOC.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Tall Timber Ranch 27875 White River Road Leavenworth, WA 98826	



## ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES COVERAGE PROVIDED UNDER THE  
FOLLOWING:

### GENERAL LIABILITY COVERAGE PART

#### How Coverage is Changed

It is agreed that the interest of any Additional Insured is recognized as their interests may appear, providing that the certificate of coverage that this is attached to has been issued and is on file with the Company.

The Limits of Coverage applicable to the Additional Insured are those specified in either the:

1. Written Contract or written agreement; or
2. Declarations for this memorandum, whichever is less.

These Limits of Coverage are inclusive and not in addition to the Limits of Coverage shown in the Declarations.

#### Additional Insured:

Tall Timber Ranch  
27875 White River Road  
Leavenworth, WA 98826

Regarding use of facility during policy period. Tall Timber Ranch is named as Additional Insured regarding this use only and is subject to coverage terms, conditions, and exclusions. Additional Insured endorsement is attached.

#### Other terms:

All other terms of your MOC remain the same.

3159320

**MUTUAL HOLD HARMLESS  
AND INDEMNIFICATION AGREEMENT**

THIS MUTUAL HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (“this Agreement”) is made effective on 8/1/2017 by and between the Wenatchee School District No. 246 (“WSD”), of 235 Sunset Avenue, Wenatchee, Washington 98801, and Tall Timber Ranch of 27875 White River Rd., Leavenworth WA. WSD and the Tall Timber Ranch are sometimes individually referred to as “Party” and collectively referred to as “the Parties.”

**RECITALS:**

WHEREAS, the Tall Timber provides 6<sup>th</sup> Grade Camp which WSD desires to utilize for its students; and multiple activities such as rock climbing, zip line, nature walks, archery, and a variety of other energetic team building activities;

WHEREAS, the WSD and the Tall Timber desire to enter into this Agreement to provide for mutual hold harmless and indemnification obligations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, WSD and Tall Timber hereby agree as follows:

**TERMS:**

1. Hold Harmless.

a. The Tall Timber shall fully defend, indemnify, and hold harmless WSD from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever, including, without limitation, all claims for monetary loss, property damages, equitable relief, personal injury, and/or wrongful death, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or Tall Timber arising out of, in any way whatsoever, the negligent acts or omissions, or willful misconduct, on the part of the Tall Timber its officers, employees, agents or volunteers related to the programs and activities it offers. This obligation applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees, and related costs or expenses, and any reimbursements to WSD for all legal fees, expenses, and costs incurred by it.

b. WSD shall fully defend, indemnify, and hold harmless the Tall Timber from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever, including, without limitation, all claims for monetary loss, property damages, equitable relief, personal injury, and/or wrongful death, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or Tall Timber, arising out of, in any way whatsoever, the negligent acts or omissions, or willful misconduct, on the part of WSD, its officers, employees, agents or volunteers related programs and activities carried out by the Tall Timber. This obligation applies to and includes, without limitation, the payment of all penalties, fines,

MUTUAL HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT



judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the Tall Timber for all legal fees, expenses, and costs incurred by it.

2. Required Documentation:

a. Reservation Forms: The Parties shall submit appropriate reservation forms in advance for use of the other's facilities specifying the intended use of the facility. The Parties shall reasonably attempt to obtain Release of Liability forms from their participants and legal guardians prior to utilizing each other's facilities when appropriate.

b. Annual Certificates of Insurance: Before the 6<sup>th</sup> Grade Camp, the Parties will provide to each other evidence of insurance in anticipation of the annual events to be booked by each party. Tall Timber certificate of insurance shall name Wenatchee School District, its directors, staff and volunteers as additional insured. WSD certificate of insurance shall name Tall Timber as additional insured.

3. Types of Programs/Activities Anticipated: Annually, the Parties shall consult with each other regarding the programs and activities that they anticipate each year for planning and coordination purposes.

4. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

5. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

6. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

7. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, each Party shall bear its own attorneys' fees and costs incurred therein.

8. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties to such matters.

9. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so

MUTUAL HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT

limited. The intent of the Parties is to provide as broad an indemnification as possible under Washington law.

10. Applicable Law. This Agreement shall be governed exclusively by the laws of Washington, without regard to conflict of law provisions.

11. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Washington.

12. Notices. Notices hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered as follows:

TO WSD: Superintendent  
Wenatchee School District #246  
P.O. Box 1767  
Wenatchee, WA 98801

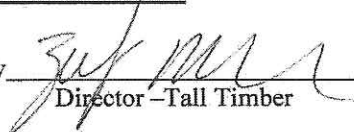
TO Tall Timber Ranch  
\_\_\_\_\_  
Tall Timber  
27875 White River Rd.  
Leavenworth WA 98826

IN WITNESS WHEREOF this Agreement was entered into on the day and year first above written.

WENATCHEE SCHOOL DISTRICT

By \_\_\_\_\_  
BRIAN L. FLONES  
Superintendent

Tall Timber Ranch

By  \_\_\_\_\_  
Director - Tall Timber

MUTUAL HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
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MUTUAL HOLD HARMLESS AND  
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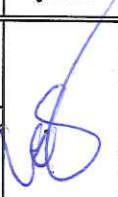
## "Federal" Contract Cover Sheet

### Request Board Approval

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval, Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

**All contracts require school board approval.**

The **only** authorized signatures on a contract are Brian Fiones, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Reviewed by Les?	PO Required?	Attorney Review Required?
05/23/17	New	North Central Educational Service District	Contract is for Professional Development <i>Language Acquisition Cooperative</i>	\$2,000	2017-2018	<u>Cynthia Valdez</u>	 I have read this contract and recommend it for board approval.	Yes	
				Budget Code					
				6400.31.7000.000		Initial <u>BE</u> Date <u>5/24/17</u>			

**Federally Funded Agreements for Professional Services:**

Quotes are not necessary when using federal grant money to pay for professional services provided from another government agency such as an ESD or another school district. However, record and keep documents that show how the agreement resulted in an economical and efficient use of federal resources.

If the vendor is not from the ESD, OSPI or a school district and professional services are less than \$75,000, you must obtain at least three quotes and maintain records with the following information: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price (per Circular A-102)

Any purchase in excess of \$75,000, must use the formal bid process to obtain sealed bids and retain all documentation.

If the purchases are not federally funded, then follow the state requirements (RCW 28A.335.190).

Before entering into a vendor contract, check the vendor for suspension and debarment at [www.sam.gov](http://www.sam.gov), print and submit a copy with your contract.

**Agency Contact Information** (who & where contract needs to be mailed to for signing):

Agency Name: North Central Educational Service District

Attention: Shae Eldredge

Street address or PO Box: 430 Olds Station Rd

City, State, Zip Code: Wenatchee, WA. 98801

Email Address: [shaee@ncesd.org](mailto:shaee@ncesd.org)

Phone Number: 509-665-2610

**Contract Details** (Give a brief description of the contract):

Contract is for Professional Development for the 2017-2017 school year.

**Reviewed by Attorney**

\_\_\_\_\_  
Signature

**Requires Edits?**

\_\_\_\_\_

TO: Mr. Brian Fones, Mr. Bill Eagle, and Ms. Cynthia Valdez  
Superintendent and ELL/ Bilingual (Title III) Director,  
Wenatchee School District

FROM: Linda McKay, Assistant Superintendent  
Nadya Bush, Migrant Bilingual Specialist

RE: **Language Acquisition Cooperative  
Letter of Agreement, 2017-18**

---

**NCESD 171 Language Acquisition Cooperative 2017-18**  
*Letter of Agreement*

Cost: \$2,000.00.

YES we will participate.

NO we will not participate at this time.

School District: Wenatchee School District #246

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN BY June 16th, 2017 to:**

Shae Eldredge  
shae@ncesd.org  
North Central ESD  
430 Olds Station Rd.  
Wenatchee, WA 98801



**Contract Coversheet (Non-Federal)  
Request Board Approval**

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

**All contracts require school board approval.**

*The **only** authorized signatures on a contract are Brian Flores, Jon DeJong, Les Vandervort, or the School Board*

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required
06/05/17	New	Womens Resource Center of NCW	Homeless Student Stability Grant	Credit for \$243,231  Budget Code <i>5824</i>  N/A	July 1, 2017 - June 30, 2018	<u>Suzanne Stanton / Mark Helm / Bill Eagle</u> I have read this contract and recommend it for board approval. <i>MM</i> Initial <i>6/6/17</i>	<i>[Signature]</i>	No	MM  This is decided at the district office.

**Agency Contact Information** (who & where contract needs to be mailed to for signing):

Agency Name	Women's Resource Center of NCW
Attention:	Laurel Turner, Executive Director
Street address or PO Box	202 S. Palouse St. PO Box 2051
City, State, Zip Code	Wenatchee, WA 98801
Email Address	<a href="mailto:wrclaireturner@gmail.com">wrclaireturner@gmail.com</a>
Phone Number	509-662-0121 x112

**Contract Details** (Give a brief description of the contract):

If this is a revision, what has changed?

The Homeless Student Stability grant is a partnership opportunity for WSD to work with the Women's Resource Center (WRC) in providing assistance to unaccompanied youth and families who are experiencing homelessness and need support in school and housing stability. OSP is overseeing the entire grant, and the district's funds are funneled through the state. The Dept. of Commerce is funding the WRC part of the grant.

**Be sure to follow state bid requirements as outlined in RCW**

Reviewed by Attorney *Mark Helm* Signature \_\_\_\_\_ Requires Edits? \_\_\_\_\_

for  
Danielle  
Marchant

Memorandum of Understanding  
between  
Women's Resource Center of North Central  
Washington (WRC)  
and  
Wenatchee School District (WSD)

**1. Purpose**

The legislature for the State of Washington has found that schools are places of academic as well as personal enrichment and that schools provide safety, stability, support and relationships necessary to help students succeed. It further found that these resources are vitally necessary for students in Washington with no permanent home who often struggle in school because they are worried about where their families are staying night after night.

This Memorandum of Understanding ("MOU") is intended to formalize the commitment between WRC and WSD to cooperate in order to provide homeless services to WSD students through a school-based program. The program shall be called the "Homeless Housing Partnership" ("HHP"). The parties desire to enter into this MOU in order to seek funding sources to assist in the formation of the HHP while a more detailed agreement may be negotiated and prepared for the parties.

**2. Homeless Housing Partnership**

WRC and WSD shall cooperatively work together to form the HHP policies, procedures and a work plan, which shall include, but is not limited to:

- A. Identification of students in need of stable housing;
- B. Referrals to WRC of WSD students in need of stable housing;
- C. Assisting WSD students and their families to find and/or maintain stable housing; and
- D. Providing in-school guidance supports.

**3. WRC Duties**

WRC shall provide the following for the HHP:

- A. Office space and supplies;
- B. Direct service resources (public bus passes and/or tokens, laundry vouchers, etc.);
- C. Assistance to the Youth Family Resource Specialist;
- D. Training for Family Advocates; and
- E. Assistance in locating host families for unaccompanied youth, and providing funds to these host families for reasonable reimbursement for their services.



#### **4. WSD Duties**

WSD shall provide the following for the HHP:

- A. Staffing, to include a Program Assistant and a Youth Family Resource Specialist;
- B. Assistance from WSD's McKinney-Vento Liaison; and
- C. reimbursement to WRC for actual costs incurred by WRC for direct resource services and funds to host families, provided that WRC has provided WSD an itemized invoice for the actual costs. Provided further, WSD's reimbursement to WRC shall not exceed \$1,500 per family per school year, regardless of how many children of the family are enrolled as students in WSD.

In the event WSD does not obtain grant funding to assist in offsetting the costs for the Program Assistant and/or the Youth Family Resource Specialist then the WSD shall not be required to staff these positions.

For purposes of this section "family" means all the members of the household where the student was residing at the time that WRC provided the direct resource services or funds.

#### **5. Costs**

It is anticipated that WSD and WRC will cooperate to request grant funding from available resources to assist in offsetting any costs to WSD and/or WRC for the HHP. Unless otherwise stated in this MOU, WSD and WRC shall each bear their own costs, including attorney fees, related to the services provided by this MOU and the negotiation of the terms of the more detailed agreement referred to in Section 1, above.

#### **6. General Provisions**

- A. Employees of WSD are and shall remain employees of WSD. Employees of the WRC are and shall remain employees of WRC.
- B. Each party to this MOU will be responsible for the negligent acts or omissions of its own employees, officers, trainees, or agents in the performance of this MOU. No party will be considered an agent of the other and neither party assumes any responsibility to the other party for the consequences of any act of omission of any person, firm, or corporation not a party to this MOU.
- C. This MOU does not create or establish a joint venture or a partnership between WSD and WRC.
- D. This MOU shall be construed in accordance with the laws of the State of Washington.
- E. If any provision of this MOU or of any agreement, document, or writing, pursuant to or

in connection with this MOU, is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of the MOU, agreement, document or writing.

- F. Neither a waiver by any of the parties hereto of a breach of or a default under any of the provisions of this MOU, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this MOU or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

## **7. Confidential Student Information**

WSD and WRC understand that all information maintained by WSD pertaining to a student's educational record is governed by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g, and RCW 28A.605.030. WRC agrees and understands that WSD will only provide educational records to WRC upon a signed release of information, which must be signed by a parent or the student, if the student is 18 years of age or older.

WRC also agrees and understands that any educational record received from the WSD is considered confidential student information protected by state and federal law, including FERPA. WRC further agrees that an educational record received from WSD will not be disclosed to any other person, agency, or entity without the prior written consent of WSD, the parent or the student unless required to make such a disclosure under an applicable law, subpoena or court order. The unauthorized or unlawful disclosure of an educational record is just cause for WSD to immediately terminate this MOU.

## **8. Termination**

Unless otherwise provided for in this MOU, WSD or WRC may terminate this MOU by providing the other party 30 calendar days written notice. This MOU shall automatically terminate when the parties enter into the agreement contemplated in Section 1, above.

## **9. Notice**

All notices and other communications required or permitted to be given under this MOU shall be in writing and shall be personally served or mailed, by certified mail, return-receipt requested, addressed to the respective parties as follows:

Executive Director  
Women's Resource Center of NCW  
202 S. Palouse St.  
Wenatchee, WA 98801


Superintendent  
Wenatchee School District No. 246  
235 Sunset Ave.  
Wenatchee WA, 98801

**10. Effective Date**

This MOU shall become effective on the last date signed by both parties.

By signing below, all parties agree to the conditions and understandings set forth in this Memorandum of Understanding and acknowledge that he/she has authority to enter into this Memorandum of Understanding on behalf of the respective party.

**Women's Resource Center of NCW:**

 _____ Signature	<u>LAUREL TURNER</u> _____ Printed Name
<u>Executive Director</u> _____ Title	<u>6-5-17</u> _____ Date

**Wenatchee School District:**

_____ Signature	_____ Printed Name
_____ Title	_____ Date




## Contract Coversheet (Non-Federal)

### Request Board Approval

Please submit this form with your unsigned contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

All contracts require school board approval.

The only authorized signatures on a contract are Brian Flores, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
6 09/06/16	Revision  New	Sports Court of WA	Change orders for Basketball court for WSHS	\$3,685.60 Logo and \$2,705.66 for VB	9/15/16 until complete	<u>Kory Kalahar</u>	 Yes		This is decided at the district office.
	Budget Code			I have read this contract and recommend it for board approval. <u>KIC</u>					
	Healthy Kids Grant			Initial <u>6/2/17</u> Date					

**Agency Contact Information** (who & where contract needs to be mailed to for signing):

Agency Name Sports Court of WA  
 Attention: Andrew Malone  
 Street address or PO Box 12805 NE 126th Place  
 City, State, Zip Code Kirkland, WA 98034  
 Email Address [andrewmalone@sportcourtwa.com](mailto:andrewmalone@sportcourtwa.com)  
 Phone Number 425-823-0461 - www.sportcourtwa.com

**Contract Details** (Give a brief description of the contract):

If this is a revision, what has changed?

This is an addition to the contract to put sports court material on our concrete slab to make it a top of the line basketbal court for WestSide High School through the Healthy Kids Grant awarded in May of 2016. These additions add our school logo and volleyball court equipment.

**Be sure to follow state bid requirements as outlined in RCW 28A.335.190**

Reviewed by Attorney \_\_\_\_\_

Signature

Requires Edits? \_\_\_\_\_



**S P O R T  
C O U R T.**

<b>Name</b>	Westside High School - ATT: Kory Kalahar		
<b>Address</b>	1510 9th St		
<b>City</b>	Wenatchee	<b>Zip</b>	98801
<b>Home</b>		<b>Work</b>	509-663-7947
<b>Cell</b>		<b>Other</b>	
<b>Email</b>	<a href="mailto:kalahar.k@wentacheeschools.org">kalahar.k@wentacheeschools.org</a>		

**CHANGE ORDER # 1**

**DATE 10/4/2016**

**DESCRIPTION OF CHANGE**

**AMOUNT**

<b>1</b>	<b>ADD: Custom WestSide High School logo (6' outside radius). Includes shipping &amp; installation.</b>	<b>\$3,400.00</b>
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		

**Payment Terms**

100% to be added to contract balance = \$3,685.60

Subtotal	<b>\$3,400.00</b>
<b>TAX 8.40%</b>	<b>\$285.60</b>
<b>TOTAL</b>	<b>\$3,685.60</b>

**THIS CHANGE IN YOUR CONTRACT IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT  
ALL WORK -- AS DESCRIBED ABOVE -- WILL NOT COMMENCE UNTIL AN EXECUTED COPY IS RECEIVED**

**ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_**

LESLIE DULIN  
ADMINISTRATIVE MANAGER

12805 NE 126TH Place . KIRKLAND . WA . 98034 . PHONE 425 823 0461 . FAX 425 823 0489



**S P O R T  
C O U R T**

<b>Name</b>	Westside High School - ATT: Kory Kalahar		
<b>Address</b>	1510 9th St		
<b>City</b>	Wenatchee	<b>Zip</b>	98801
<b>Home</b>		<b>Work</b>	509-663-7947
<b>Cell</b>		<b>Other</b>	
<b>Email</b>	<a href="mailto:kalahar.k@wentacheeschools.org">kalahar.k@wentacheeschools.org</a>		

**CHANGE ORDER # 2**

**DATE 5/25/2017**

**DESCRIPTION OF CHANGE**

**AMOUNT**

1	1 x Set of 3-1/2" Outdoor Volleyball standards. Includes ground sleeves & caps.*	\$699.00
2	2 x Upright pole safety pads for Volleyball standards.	\$450.00
3	3 x Premium outdoor Volleyball nets.	\$300.00
4	6 x Wilson official outdoor Volleyballs.	\$495.00
5	Freight, mobilization & installation.	\$552.00
	<b>*PLEASE NOTE: OWNER IS RESPONSIBLE FOR SETTING GROUND SLEEVES.</b>	

**Payment Terms**

100% to be added to contract balance = \$2,705.66

Subtotal	\$2,496.00
TAX 8.40%	\$209.66
<b>TOTAL</b>	<b>\$2,705.66</b>

THIS CHANGE IN YOUR CONTRACT IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT  
ALL WORK -- AS DESCRIBED ABOVE -- WILL NOT COMMENCE UNTIL AN EXECUTED COPY IS RECEIVED

**ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

LESLIE DULIN  
ADMINISTRATIVE MANAGER

12805 NE 126TH Place . KIRKLAND . WA . 98034 . PHONE 425 823 0461 . FAX 425 823 0489



*Federal*



**Contract Coversheet (Non-Federal)  
Request Board Approval**

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Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required ?	Attorney Review Required ?
06/06/17	New	Springbrook Farms, LLC	Milk and Dairy Products	\$175,000 Budget Code 9800 42 5024 000	08/22/17 - 08/21/18	Chris Lutgen  I have read this contract and recommend it for board approval. Initial <i>CL</i> Date	<i>[Signature]</i>	Y	

**Agency Contact Information (who & where contract needs to be mailed to for signing):**

**Contract Details (Give a brief description of the contract):**

Agency Name: Springbrook Farms, LLC  
 Attention: Kevin Torlai  
 Street address or PO B: 12801 SE 196th St  
 City, State, Zip Code: Renton, WA 98058  
 Email Address:  
 Phone Number: 253-631-5499

If this is a revision, what has changed?

This contract is for the provision and delivery of milk and dairy products for Wenatchee School District Nutrition Services.

**Be sure to follow state bid requirements as outlined in RCW 28A.335.190**

Reviewed by Attorney

Signature

Requires Edits?

Wenatchee School District  
Nutrition Services  
235 Sunset Ave  
Wenatchee, WA

Milk and Dairy Contract  
2017/2018 Academic Year

## ARTICLE I INTRODUCTION

- 1.1. Date of and Parties to the Contract. This contract, effective August 22, 2017, is between WENATCHEE SCHOOL DISTRICT, hereafter called THE DISTRICT, and SPRINGBROOK FARMS, hereafter called THE CONTRACTOR.
- 1.2. Purpose of Contract. This contract sets forth the terms and conditions upon which the District retains the Contractor to provide milk and dairy products to the District's Nutrition Services Department for use by the District's students, employees, visitors, and guests.
- 1.3. Term of the Contract. The term of this contract shall be for one year beginning on the 22 day of August 2017, and continuing until one year (twelve months) thereafter. This contract will expire on the 21 day of August 2018.
- 1.4. Termination.
  - A. *Termination for Cause.* If either party fails to comply with any of the obligations required of it in this contract, the injured party may give a written notice of termination. Following receipt of written notice the contract will be terminated in sixty (60) days.
  - B. *Penalty Provision.* If either party has breached the terms of this contract and has not cured the breach, the non-breaching party may elect to pursue any available administrative, contractual, or legal remedy including, but not limited to, termination. [7 CFR Part 3016]
- 1.5. Remedy. If either party, the District or the Contractor, commits any material breach or default of any covenant, warranty, obligation, or contract under this contract, or fails to perform the work under this contract in accordance with its terms, such breach, default, or failure shall be cured within ten (10) business days of written dated notice from the injured party. Failure to cure or remedy within ten (10) days receipt of notice shall be grounds for termination for cause.
- 1.6. Rights Beyond Termination. The rights of termination referred to in this contract are not intended to be exclusive, and are in addition to any other rights available to either party at law or in equity.



- 1.7 Cure Period. After a request for termination is made, if the parties mutually agree to a cure or remedy, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in Section 1.4, paragraph A above. This letter should be counter-signed and dated by the receiving party and the letter should become an amendment to this contract, attached to each party's respective copies of this contract.
- 1.8 Construction and Effect. A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or contracts.
- 1.9 Amendments to the Contract. Each of the Articles, Appendixes, and any amendments shall remain in effect throughout the term of this contract unless the parties mutually agree, in a written, dated, and signed document attached to this contract, to amend, add, or delete an Article, Appendix, or prior Amendment. Any amendment to this contract shall become effective at the time specified in the amendment.
- 1.10 Sanctions. For breach of the contract and associated benefits:  
If the Contractor causes the breach, the Contractor assumes liability for any and all damages, including excess cost to the District in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.

## ARTICLE II RELATIONSHIP OF THE PARTIES

- 2.1 Responsibilities of The Contractor.
- A. The Contractor shall deliver wholesome, and nutritious fresh milk and dairy products for all schools within Wenatchee School District as indicated in Article III.
  - B. The Contractor agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
  - C. The Contractor agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this contract.
  - D. The Contractor agrees to furnish the District, upon request, a certificate or other evidence of compliance with state or federal laws.

2.2 Responsibilities of the District.

- A. The District shall require the Contractor's product selection to comply with the District's agreement with OSPI under the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Special Milk Program (SMP), Seamless Summer Feeding Program (SP), and Fresh Fruit and Vegetable Program (FFVP); retain control of the quality, extent, and general nature of the product selection.
- B. The District shall be responsible for all contracts entered into in connection with the school nutrition program. [7 CFR 210.21; 210.19(a)(1); and 3015]

ARTICLE III  
MILK AND DAIRY SERVICE

- 3.1 Location. The Contractor shall deliver milk and dairy products to all schools/sites listed in Appendix A, attached to and incorporated in this contract by reference. Additional schools/sites may be added via a signed, dated document agreed to by both parties.
- 3.2 Product. The Contractor shall make available all items listed in Appendix B, attached to and incorporated in this contract by reference.
- 3.3 Order. Product Orders for milk cartons and other dairy products will be submitted, at minimum, one week prior to the delivery date.
- 3.4 Frequency. Standard delivery of milk cartons will occur twice per week to all locations referenced in Appendix A. All other dairy orders will be fulfilled on one of the standard milk carton delivery dates, unless otherwise noted or requested.
- 3.5 Environmental Protection Agency Compliance. In performance of this contract, the Contractor shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 117389, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture (USDA) and US Environmental Protection Agency (EPA) Assistant Administrator for Enforcement. The Contractor agrees not to utilize a facility listed on the EPA's "List of Violating Facilities."
- 3.6 Energy Policy and Conservation Act Compliance. Both parties shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act, to be found at: <http://www.commerce.wa.gov/site/526/default.aspx>.
- 3.7 Debarment Certification. The Contractor shall complete and submit to the District the USDA Suspension and Debarment Certification.



- 3.8 “Buy American” Provision. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP, SBP, or any of the Child Nutrition Programs in the contiguous United States with non-profit school food service account funds to purchase, to the maximum extent practicable, domestic commodities or products. The Contractor shall comply with this requirement .

## ARTICLE IV FINANCIAL AND PAYMENT TERMS

- 4.1 Pricing. The parties have mutually agreed upon fixed prices for all products as listed in Appendix B. All prices are firm and not subject to negotiation or fluctuation.
- 6.2 Billings to the District. No sales tax applies to the Contractor invoices for products and the delivery of said products to the District.
- 4.3 Invoice Due Date. Invoices submitted to the District by the Contractor will be paid according to the District’s “Accounts Payable Cut-Off Schedule,” provided when it becomes available. If invoices are received in the District’s accounting department by the cut-off date, and they pass audit, payment will be made on the release date listed on the schedule. The Contractor will be notified immediately of any invoice that does not pass audit. The District shall pay all amounts when due. If the District does not make a payment when due, the Contractor may charge interest up to one percent (1%) per month on the past due receivable as allowed by state law (RCW 39.76.011). However, the District may not pay interest with funds from the nonprofit school food service account funds, pursuant to 7 CFR 210.16(c).
- 4.4 Inspection of Books and Records. The books and records of the Contractor pertaining to operations under this contract shall be available to representatives of the District, OSPI, USDA, and the US General Accounting Office at any reasonable time and place.



- 4.5 Renegotiation of Financial Terms. The renegotiation of price terms under this contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract are based, then those price terms so affected may be renegotiated by the parties. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the contract. If the renegotiation exceeds twenty percent (20%) of the original contract value, the contract must be re-bid.

## ARTICLE V GENERAL TERMS AND CONDITIONS

- 5.1 Compliance with Law. The Contractor shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county and city governments, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations.
- 5.2 Spoiled Product. No payment shall be made for milk or dairy products that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the District, or do not otherwise meet the requirements of this contract. [7 CFR 210.16(c)(3)] No deduction in payment shall be made by the District unless the District notifies the Contractor in writing within forty-eight (48) hours of the product delivery for which the deduction is to be made, specifying the number of items for which a deduction is to be made and describing the reasons for the deduction.
- 5.3 Comprehensive Insurance. The Contractor shall obtain and keep in force during this contract, for the protection of the District and the Contractor, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than one million dollars (\$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the Contractor under this contract. The Contractor shall deliver to the District a certificate evidencing such policies and coverage within thirty (30) days after the execution of this contract by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the District.

- 5.4 Waiver of Insurance Subrogation. Absent negligence of either party, neither party has any obligation or responsibility for loss or damage to the other's real or personal property that is caused by fire, extended coverage perils, vandalism, or malicious mischief.
- 5.5 Indemnity. Unless otherwise expressly provided, both parties shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of act or omission of the indemnifying party, its agents, or its employees in the performance of its obligations under this contract.
- 5.6 Assignment. This contract may not be assigned by either party, in whole or in part, without the written, dated consent of the other party.
- 5.7 Governance. This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.
- 5.8 Discrimination. In accordance with Federal law and USDA policy, the Contractor and the District are prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. [AD-475C]
- 5.9 Notice. Any notice or communication required or permitted under this contract shall be dated, in writing, and shall be served personally or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the District:

Wenatchee School District  
Attn: Nutrition Services  
1001 Circle St  
Wenatchee, WA 98801

Notices to the Contractor:

Springbrook Farms, INC  
12801 SE 196<sup>th</sup> St  
Renton, WA 98058

Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.



- 5.10 Catastrophe. With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes. The Contractor shall resume delivery operations as soon as possible.
- 5.11 Best Commercial Practices. Any silence, absence, or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of quality that would normally be specified by the District is to be used.
- 5.12 Authority of Signators. Each of the parties represents that the persons whose signatures appear on their behalf at the end of this contract have the authority to enter into and do bind them by this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the dates written below:

Wenatchee School District

Springbrook Farms, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix A

### Notice of Delivery Locations

Deliveries must be made to the following locations Tuesday and Thursday each week during the school year. Additional deliveries may be required for summer school programs, catering events, or during school holidays such as Winter and Spring Break.

**Columbia Elementary**  
600 Alaska Street  
Wenatchee, WA 98801

**Foothills Middle School**  
1410 Maple St.  
Wenatchee, WA 98801

**John Newbery Elementary**  
850 N. Western Ave.  
Wenatchee, WA 98801

**Lewis and Clark Elementary**  
1130 Princeton Avenue  
Wenatchee, WA 98801

**Lincoln Elementary**  
1224 Methow Street  
Wenatchee, WA 98801

**Mission View Elementary**  
60 Terminal Avenue  
Wenatchee, WA 98801

**Orchard Middle School**  
1024 Orchard Avenue  
Wenatchee, WA 98801

**Pioneer Middle School**  
1620 Russell St.  
Wenatchee, WA 98801

**Sunnyslope Elementary**  
3109 School Street  
Wenatchee, WA 98801

**Washington Elementary**  
1401 Washington St.  
Wenatchee, WA 98801

**Wenatchee High School**  
1101 Millerdale Avenue  
Wenatchee, WA 98801

All shipments shall be delivered FOB: Destination – no freight allowed unless agreed upon in advance. At receipt of delivery, product is to be inspected for acceptable quality, temperature, and quantities verified against the invoice. WSD reserves the right to refuse product due to unacceptable quality or temperature. Any delivery discrepancies are to be noted on the delivery invoice.

**Appendix B  
Product Offerings & Pricing**

<b>Product Description</b>	<b>Package Type</b>	<b>Pack Size</b>	<b>Bid Price Per Unit Firm</b>
Milk - 1%	Carton	HPT	\$2.08
Milk - Nonfat	Carton	HPT	\$1.97
Milk - Chocolate	Carton	HPT	\$2.17
Milk - Strawberry	Carton	HPT	\$2.47
Low-Fat Sm Curd Cottage	Bulk	16 oz	\$2.00
Yogurt - Low Fat - Asst Flavors	Cup	4 oz	\$.34
Yogurt - Low Fat - Asst Flavors	Bulk	32 oz	\$2.25
Half and Half	Carton	QT	\$2.28
Heavy Whip	Carton	HGL	\$9.50
Sour Cream	Bulk	5 LB	\$7.29
Low-Fat Sour Cream	Bulk	5 LB	\$6.45
Non Fat Milk	Jug	GAL	\$2.11
2% Milk	Jug	GAL	\$2.48
1% Milk	Jug	GAL	\$2.33
Buttermilk	Carton	HGL	\$1.60



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : springbrook\* farms\***  
**Record Status: Active**

<b>EXCLUSION</b> SPRINGBROOK FARMS	Status:Active
DUNS: 031589257	CAGE Code:
Classification: Firm	Address: 2096 120TH AVE
State/Province: WISCONSIN	City: DRESSER
Country: UNITED STATES	ZIP Code: 54009
Activation Date: Oct 25, 2016	Excluding Agency: Risk Management Agency
	Termination Date: --

*Not the same Springbrook Farms, Inc. in  
Renton, WA.*



*Federal*

**Contract Coversheet (Non-Federal)  
Request Board Approval**

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

**All contracts require school board approval.**

The **only** authorized signatures on a contract are Brian Fiones, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required ?	Attorney Review Required ?
06/06/17	Renewal	Franz Bakery/US Bakery	Bread and Bakery Items	\$55,000 Budget Code 9800 42 5025 000	08/22/17-8/21/18	Chris Lutgen I have read this contract and recommend it for board approval. <i>[Signature]</i> Initial Date 6/6/17	<i>[Signature]</i>	Y	

**Agency Contact Information (who & where contract needs to be mailed to for signing):**

**Contract Details (Give a brief description of the contract):**

Agency Name Franz Bakery/US Bakery  
 Attention: Brad Savage  
 Street address or PO B 1422 N. Miller St.  
 City, State, Zip Code Wenatchee, WA 98801  
 Email Address john.savage@usbakery.com  
 Phone Number 509-264-3070

If this is a revision, what has changed?

This contract is for the provision and delivery of bread and bakery products for Wenatchee School District Nutrition Services.

**Be sure to follow state bid requirements as outlined in RCW 28A.335.190**

Reviewed by Attorney

Requires Edits?

Signature

Rev 01/29/16

Wenatchee School District  
Nutrition Services  
235 Sunset Ave  
Wenatchee, WA

Bread and Bakery Contract  
2017/2018 Academic Year

## ARTICLE I INTRODUCTION

- 1.1. Date of and Parties to the Contract. This contract, effective August 22, 2017, is between WENATCHEE SCHOOL DISTRICT, hereafter called THE DISTRICT, and FRANZ BAKERY/US Bakery, hereafter called THE CONTRACTOR.
- 1.2. Purpose of Contract. This contract sets forth the terms and conditions upon which the District retains the Contractor to provide bread and bakery products to the District's Nutrition Services Department for use by the District's students, employees, visitors, and guests.
- 1.3. Term of the Contract. The term of this contract shall be for one year beginning on the 22 day of August 2017, and continuing until one year (twelve months) thereafter. This contract will expire on the 21 day of August 2018.
- 1.4. Termination.
  - A. *Termination for Cause.* If either party fails to comply with any of the obligations required of it in this contract, the injured party may give a written notice of termination. Following receipt of written notice the contract will be terminated in sixty (60) days.
  - B. *Penalty Provision.* If either party has breached the terms of this contract and has not cured the breach, the non-breaching party may elect to pursue any available administrative, contractual, or legal remedy including, but not limited to, termination. [7 CFR Part 3016]
- 1.5. Remedy. If either party, the District or the Contractor, commits any material breach or default of any covenant, warranty, obligation, or contract under this contract, or fails to perform the work under this contract in accordance with its terms, such breach, default, or failure shall be cured within ten (10) business days of written dated notice from the injured party. Failure to cure or remedy within ten (10) days receipt of notice shall be grounds for termination for cause.
- 1.6. Rights Beyond Termination. The rights of termination referred to in this contract are not intended to be exclusive, and are in addition to any other rights available to either party at law or in equity.



- 1.7 Cure Period. After a request for termination is made, if the parties mutually agree to a cure or remedy, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in Section 1.4, paragraph A above. This letter should be counter-signed and dated by the receiving party and the letter should become an amendment to this contract, attached to each party's respective copies of this contract.
- 1.8 Construction and Effect. A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or contracts.
- 1.9 Amendments to the Contract. Each of the Articles, Appendixes, and any amendments shall remain in effect throughout the term of this contract unless the parties mutually agree, in a written, dated, and signed document attached to this contract, to amend, add, or delete an Article, Appendix, or prior Amendment. Any amendment to this contract shall become effective at the time specified in the amendment.
- 1.10 Sanctions. For breach of the contract and associated benefits:  
If the Contractor causes the breach, the Contractor assumes liability for any and all damages, including excess cost to the District in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.

## ARTICLE II RELATIONSHIP OF THE PARTIES

- 2.1 Responsibilities of The Contractor.
- A. The Contractor shall deliver wholesome, and nutritious fresh bread and bakery products for all schools within Wenatchee School District as indicated in Article III.
  - B. The Contractor agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
  - C. The Contractor agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this contract.
  - D. The Contractor agrees to furnish the District, upon request, a certificate or other evidence of compliance with state or federal laws.

2.2 Responsibilities of the District.

- A. The District shall require the Contractor's product selection to comply with the District's agreement with OSPI under the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Special Milk Program (SMP), Seamless Summer Feeding Program (SP), and Fresh Fruit and Vegetable Program (FFVP); retain control of the quality, extent, and general nature of the product selection.
- B. The District shall be responsible for all contracts entered into in connection with the school nutrition program. [7 CFR 210.21; 210.19(a)(1); and 3015]

**ARTICLE III  
BREAD AND BAKERY SERVICE**

- 3.1 Location. The Contractor shall deliver bread and bakery products to all schools/sites listed in Appendix A, attached to and incorporated in this contract by reference. Additional schools/sites may be added via a signed, dated document agreed to by both parties.
- 3.2 Product. The Contractor shall make available all items listed in Appendix B, attached to and incorporated in this contract by reference.
- 3.3 Order. Product Orders for bread and bakery products will be submitted, at minimum, one week prior to the delivery date.
- 3.4 Frequency. Standard delivery of bread and bakery products will occur twice per week to all locations referenced in Appendix A. All other bakery orders will be fulfilled on one of the standard delivery dates, unless otherwise noted or requested.
- 3.5 Environmental Protection Agency Compliance. In performance of this contract, the Contractor shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 117389, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture (USDA) and US Environmental Protection Agency (EPA) Assistant Administrator for Enforcement. The Contractor agrees not to utilize a facility listed on the EPA's "List of Violating Facilities."
- 3.6 Energy Policy and Conservation Act Compliance. Both parties shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act, to be found at: <http://www.commerce.wa.gov/site/526/default.aspx>.
- 3.7 Debarment Certification. The Contractor shall complete and submit to the District the



USDA Suspension and Debarment Certification.

- 3.8 “Buy American” Provision. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP, SBP, or any of the Child Nutrition Programs in the contiguous United States with non-profit school food service account funds to purchase, to the maximum extent practicable, domestic commodities or products. The Contractor shall comply with this requirement .

#### ARTICLE IV FINANCIAL AND PAYMENT TERMS

- 4.1 Pricing. The parties have mutually agreed upon fixed prices for all products as listed in Appendix B. All prices are firm and not subject to negotiation or fluctuation.
- 6.2 Billings to the District. No sales tax applies to the Contractor invoices for products and the delivery of said products to the District.
- 4.3 Invoice Due Date. Invoices submitted to the District by the Contractor will be paid according to the District’s “Accounts Payable Cut-Off Schedule,” provided to the vendor once it becomes available. If invoices are received in the District’s accounting department by the cut-off date, and they pass audit, payment will be made on the release date listed on the schedule. The Contractor will be notified immediately of any invoice that does not pass audit. The District shall pay all amounts when due. If the District does not make a payment when due, the Contractor may charge interest up to one percent (1%) per month on the past due receivable as allowed by state law (RCW 39.76.011). However, the District may not pay interest with funds from the nonprofit school food service account funds, pursuant to 7 CFR 210.16(c).
- 4.4 Inspection of Books and Records. The books and records of the Contractor pertaining to operations under this contract shall be available to representatives of the District, OSPI, USDA, and the US General Accounting Office at any reasonable time and place.

- 4.5 Renegotiation of Financial Terms. The renegotiation of price terms under this contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract are based, then those price terms so affected may be renegotiated by the parties. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the contract. If the renegotiation exceeds twenty percent (20%) of the original contract value, the contract must be re-bid.

## ARTICLE V GENERAL TERMS AND CONDITIONS

- 5.1 Compliance with Law. The Contractor shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county and city governments, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations.
- 5.2 Spoiled Product. No payment shall be made for bread and bakery products that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the District, or do not otherwise meet the requirements of this contract. [7 CFR 210.16(c)(3)] No deduction in payment shall be made by the District unless the District notifies the Contractor in writing within forty-eight (48) hours of the product delivery for which the deduction is to be made, specifying the number of items for which a deduction is to be made and describing the reasons for the deduction.
- 5.3 Comprehensive Insurance. The Contractor shall obtain and keep in force during this contract, for the protection of the District and the Contractor, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than one million dollars (\$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the Contractor under this contract. The Contractor shall deliver to the District a certificate evidencing such policies and coverage within thirty (30) days after the execution of this contract by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the District.



- 5.4 Waiver of Insurance Subrogation. Absent negligence of either party, neither party has any obligation or responsibility for loss or damage to the other's real or personal property that is caused by fire, extended coverage perils, vandalism, or malicious mischief.
- 5.5 Indemnity. Unless otherwise expressly provided, both parties shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of act or omission of the indemnifying party, its agents, or its employees in the performance of its obligations under this contract.
- 5.6 Assignment. This contract may not be assigned by either party, in whole or in part, without the written, dated consent of the other party.
- 5.7 Governance. This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.
- 5.8 Discrimination. In accordance with Federal law and USDA policy, the Contractor and the District are prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. [AD-475C]
- 5.9 Notice. Any notice or communication required or permitted under this contract shall be dated, in writing, and shall be served personally or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the District:

Wenatchee School District  
Attn: Nutrition Services  
1001 Circle St  
Wenatchee, WA 98801

Notices to the Contractor:

Franz Bakery/US Bakery  
1422 N. Miller St  
Wenatchee, WA 98801

Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.

- 5.10 Catastrophe. With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes. The Contractor shall resume delivery operations as soon as possible.
- 5.11 Best Commercial Practices. Any silence, absence, or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of quality that would normally be specified by the District is to be used.
- 5.12 Authority of Signators. Each of the parties represents that the persons whose signatures appear on their behalf at the end of this contract have the authority to enter into and do bind them by this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the dates written below:

Wenatchee School District

Franz Bakery/US Bakery

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Appendix A**

### **Notice of Delivery Locations**

Deliveries must be made to the following locations Mondays each week during the school year. Additional deliveries may be required for summer school programs, catering events, or during school holidays such as Winter and Spring Break.

**Foothills Middle School**

1410 Maple St.  
Wenatchee, WA 98801

**Orchard Middle School**

1024 Orchard Avenue  
Wenatchee, WA 98801

**Pioneer Middle School**

1620 Russell St.  
Wenatchee, WA 98801

**Wenatchee High School**

1101 Millerdale Avenue  
Wenatchee, WA 98801

All shipments shall be delivered FOB: Destination – no freight allowed unless agreed upon in advance. At receipt of delivery, product is to be inspected for acceptable quality, temperature, and quantities verified against the invoice. WSD reserves the right to refuse product due to unacceptable quality or temperature. Any delivery discrepancies are to be noted on the delivery invoice.

**Appendix B  
Product Offerings & Pricing**

<b>Product Description</b>	<b>Min. Weight in Grams</b>	<b>Bid Price Per Unit Firm Bid</b>
Whole Wheat White Hamburger Buns-Sliced	50g	\$1.25
Whole Wheat White Hamburger Buns-Sliced (High School)	56g	\$1.91
Whole Wheat White Hot Dog Buns-Sliced	50g	\$1.25
Whole Wheat White Sandwich Loaf, Sliced	30g/slice	\$1.22
Whole Wheat White 6in. Hoagie Rolls-Sliced	56g	\$1.79
Whole Wheat White or Whole Grain Bagels-Asst. Flavors	56g	\$1.78
Assorted Deli Breads	56g	\$2.08



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : franz\* bakery\***  
**Record Status: Active**

<b>ENTITY</b>	<b>UNITED STATES BAKERY</b>	<b>Status:Active</b>
<b>DUNS: 002941169</b>	<b>+4:</b>	<b>CAGE Code: 9P945 DoDAAC:</b>
<b>Expiration Date: Mar 7, 2018</b>	<b>Has Active Exclusion?: No</b>	<b>Delinquent Federal Debt?: No</b>
<b>Address: 2006 S Weller St</b>		
<b>City: Seattle</b>	<b>State/Province: WASHINGTON</b>	
<b>ZIP Code: 98144-2237</b>	<b>Country: UNITED STATES</b>	

# MEMORANDUM

## Inventory Surplus

**TO:** Board of Education  
**FROM:** Karen Walters, Director of Accounting  
**DATE:** June 13, 2017  
**SUBJECT:** Declaration of Surplus

The Administration recommends that the items on the attached list be declared surplus and requests

Building	Quantity	Item
Orchard Middle School	16 Boxes	Misc. Books
Pioneer Middle School	5 Boxes	Energy Science Books
	1 Box	Matter Science Books
	3 Boxes	Glenco Life Science Books
	1 Box	Glenco Physical Science Books
	2 Boxes	General Science Books
	1 Box	General Science Work/Teacher Books
Transportation	1	1993 Chevy Truck #273 - VIN# 1GCGK24K4PE179558

# Wenatchee School District Sports Camp/Clinic Application

This application must be completed and approved by the school board prior to the start of any activity including pre-registration. Please include a prior year's camp flyer if you have one.

- |   |  |
|---|--|
| 1. <u>Wrestling Team Camp</u><br>Type of Camp                     | 2. <u>Team Building &amp; Skill Development</u><br>Purpose of Camp |
| 3. <u>Cashmere High School</u><br>Group Sponsoring Camp           | 4. <u>Cashmere High School</u><br>Camp Location                    |
| 5. <u>Local High School Coaches</u><br>Name of Clinician          | 6. <u>Various High Schools</u><br>Address of Clinician             |
| 7. <u>July 25th - 27th</u><br>Date(s) of Camp                     | 8. <u>All Day Sessions</u><br>Number & Types of Sessions           |
| 9. <u>2017/18 High School Kids</u><br>Age (Grade) of Participants | 10. <u>\$100</u><br>Cost Per Participant                           |
| 11. <u>20+</u><br>Anticipated Number of Male Campers              | 12. <u>0</u><br>Anticipated Number of Female Campers               |

13. Is the insurance/liability statement to the parent/legal guardian included on the pupil registration form?

Yes

No

\_\_\_\_\_  
Camp Sponsor Signature  
  
\_\_\_\_\_  
Date of Signature

[Signature]  
Building Principal Signature  
  
\_\_\_\_\_  
Date of Signature

[Signature]  
District AD Signature  
4/5/17  
Date of Signature

## School Board Section

\_\_\_ Approved

\_\_\_ Rejected

Reason for Rejection:

\_\_\_\_\_  
WSD Administrative Signature

\_\_\_\_\_  
Date

# Wenatchee School District Sports Camp/Clinic Application

This application must be completed and approved by the school board prior to the start of any activity including pre-registration. Please include a prior year's camp flyer if you have one.

- 1. Wrestling Team Camp  
Type of Camp
- 2. Team Building & Skill Development  
Purpose of Camp
- 3. Oregon State University  
Group Sponsoring Camp
- 4. Oregon State University  
Camp Location
- 5. Oregon State Coaches  
Name of Clinician
- 6. Oregon State University  
Address of Clinician
- 7. June 29th - July 2nd  
Date(s) of Camp
- 8. All Day Sessions  
Number & Types of Sessions
- 9. 2017/18 High School Kids  
Age (Grade) of Participants
- 10. \$295 if we Send 16+ Wrestlers  
Cost Per Participant
- 11. 20+  
Anticipated Number of Male Campers
- 12. 0  
Anticipated Number of Female Campers
- 13. Is the insurance/liability statement to the parent/legal guardian included on the pupil registration form?  
 Yes  No

\_\_\_\_\_  
Camp Sponsor Signature

\_\_\_\_\_  
Building Principal Signature

\_\_\_\_\_  
District AD Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

## School Board Section

\_\_\_\_ Approved

\_\_\_\_ Rejected

Reason for Rejection:

\_\_\_\_\_  
WSD Administrative Signature

\_\_\_\_\_  
Date



**Check out 11:30 am • Sunday, July 2**

**Tournament Information: 541-230-0613**

The Northwest Duals Championships is designed for team building and dual meet competitions. Each wrestler will have the opportunity to wrestle between 10-15 matches during the competition. During the competition we will teach wrestlers how to mentally and physically prepare themselves for competition at the highest level. Wrestlers will also compete in individual tournaments.

Dual competition allows for identification of problem areas for individuals or the team, and develop team specific plans to enhance overall performance. We recommend that wrestlers are entering 9th - 12th grade. Advanced middle school wrestler attendance is at the discretion of the team coach/team leader. Wrestlers can also attend this competition on their own and will be assigned a team.

Wrestlers should bring pillow, blankets, linens & towels, as they will not be provided at the tournament. Other items to bring: wrestling shoes, running shoes, multiple changes of workout clothes, soap & shampoo, headgear and mouthpiece is highly recommended (Laundry facility is provided for your use in the dorms).

Residents will be provided room and board. Commuters must provide lodging, meals and transportation to and from the competition.

**Jim Zalesky**

Head Wrestling Coach at OSU  
3x NCAA Championships  
as coach  
9 Conference Championships  
3x NCAA Champ as wrestler  
2x National Coach of Year

**Taylor Meeks**

Assistant Coach at OSU  
2013 NCAA All-American  
2013 PAC-12 Champion

**Kevin Roberts**

Associate Head Coach at OSU  
20 NCAA All Americans  
6x Conference Champions at OSU  
28 Conference Champions  
2x NCAA All America

**Ian Miller**

Assistant Coach at OSU  
3X NCAA All-American  
3X MAC Champion

**Counselors**

Amar Dhesi	Bob Coleman	Cory Griego
Ronnie Bresser	Joey Delgado	Bryce Parson
Jack Hathaway	Cody Crawford	David Henry
Joey Palmer	Abraham Rodriguez	Devan Turner

**Teams entering 1-9 wrestlers**

Resident..... \$335  
Commuter..... \$250

**Teams entering 10-15 wrestlers**

Resident..... \$320  
Commuter..... \$240

**Teams entering 16+ wrestlers**

Resident..... \$295  
Commuter..... \$210

**Coaches**

1st coach..... FREE  
2nd coach..... \$65  
3rd coach..... \$100

*We recommend that athletes be 9-12 grade to compete in the Northwest dual championships.*

**DAILY TOURNAMENT SCHEDULE**

6:30 - 8:00 am..... Breakfast  
8:00 - 9:00 am..... Team Warm-up  
9:00 - 11:45 am..... Team Duals  
11:30 am..... Lunch  
2:00 - 5:00 pm..... Team Duals  
5:00 - 6:00 pm..... Dinner  
6:30 - 9:30 pm..... Team Duals  
10:30 pm..... Bed Check



clip n' mail

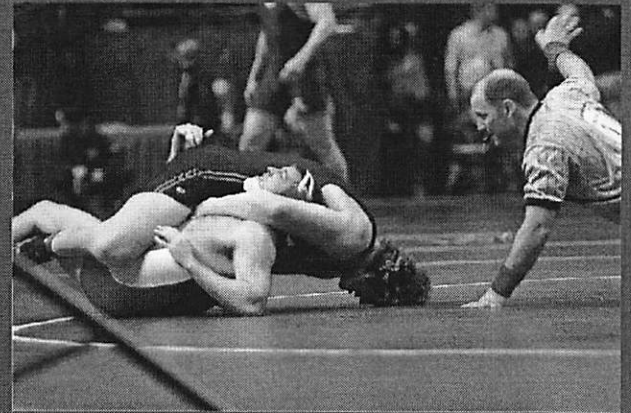
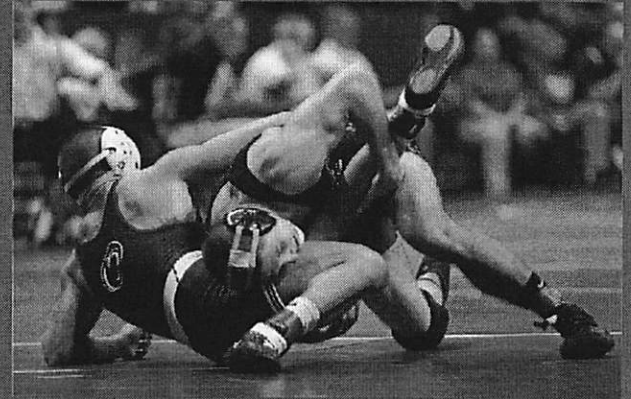
**MEDICAL RELEASE**

I verify that my child has been checked by a licensed physician and is physically able to participate in the tournament. I agree to allow my child to be treated by a licensed physician while attending, if necessary, and to assume all costs related to such a treatment. I authorize my insurance company to pay benefits to Student Health Services or University Hospitals. Also, I authorize the disclosure of medical information to my insurance company for the purpose of claim. Please visit [www.wrestlingnorthwest.com](http://www.wrestlingnorthwest.com), and print off and fill out medical forms and either send them in or bring them to check-in.

\_\_\_\_\_  
Parent's or Guardian's Signature Date

\_\_\_\_\_  
Applicant's Signature Date

# NORTHWEST DUALS CHAMPIONSHIP



June 29 - July 2, 2017

Oregon State University  
Corvallis, Oregon

[www.wrestlingnorthwest.com](http://www.wrestlingnorthwest.com)

85 Bd PACKET 6/13/17

**INSURANCE INFORMATION & PARENT/GUARDIAN RELEASE FORM**  
Note: Please print legibly in INK or type. This form must be completed in FULL, including signatures or parent or legal guardian. Wrestlers will NOT BE ALLOWED to participate in Northwest Duals without completion of this form.

Wrestlers Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Dates of Duals \_\_\_\_\_

**MEDICAL INFORMATION**

Any known Allergies, Illnesses, Injuries, or Disabilities \_\_\_\_\_  
Medications Wrestler will bring \_\_\_\_\_  
Participant's Physician Name \_\_\_\_\_  
Physician Address \_\_\_\_\_  
Date of last Tetanus Booster \_\_\_\_\_

**INSURANCE INFORMATION**

Insurance Company Name \_\_\_\_\_  
Phone number \_\_\_\_\_  
Policy Holder's Name \_\_\_\_\_  
Policy Number \_\_\_\_\_  
Group Number \_\_\_\_\_

**EMERGENCY INFORMATION**

Emergency Contact #1: Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Home Number \_\_\_\_\_ Work Number \_\_\_\_\_ Cell Number \_\_\_\_\_  
Emergency Contact #2: Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Home Number \_\_\_\_\_ Work Number \_\_\_\_\_ Cell Number \_\_\_\_\_

**PARENT/GUARDIAN RELEASE**

I hereby:

1. Give permission to the above name camper to attend and participate in the Northwest Duals referenced above.
2. Give permission to the staff to render preventative, first aid or emergency treatment, or all the foregoing, necessary to wrestler's health and well-being. In the event of serious injury/illness, the need for major surgery, or significant accidental injury, I understand an attempt will be made by the staff to notify the designated emergency contacts as soon as possible. If staff is unable to communicate with me, the treatment deemed necessary for wrestler's health and well being may be given.
3. Certify that, to the best of my knowledge, the medical information requested above is complete and correct, and that no health related situations preclude wrestler's participation in activities.
4. Agree to assume all risk arising from wrestler's participation in activities, including but not limited to any activities that may present risk of bodily injury.
5. Agree to save, hold harmless, discharge and release Northwest Duals Staff, Oregon State University or the facilities they are using for any and all liability, claims, causes of action, damages or demands in connection with wrestler's participation in activities including transportation to, at, or from wrestling activities.
6. Understand that any medical expenses for wrestler's health and well-being will be the responsibility of the parent/guardian.
7. Agree to accept any decisions made by the NW Duals Director in the termination of attendance due to unacceptable or unsafe behavior and agree to forfeit reimbursement of any fees and pay any associated costs relative to the decision.
8. Authorize the NW Duals staff to administer medications to my child (as prescribed by physician) as indicated on this form.
9. Certify that I am the wrestler's parent or legal guardian. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent, I have read the above Parental Guardian Release and Information. I understand the contents of this Parental Guardian Release and Insurance Information, assent to its terms and conditions, and sign it of my own free act.

Name of Parent or Guardian \_\_\_\_\_  
Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

## NORTHWEST WRESTLING

## TEAM COMPETITION REGISTRATION

clip n' mail ✂

Please clip and send registration and payment to Northwest Duals • P.O. Box 882 • Corvallis, OR 97339.  
For more information visit [www.wrestlingnorthwest.com](http://www.wrestlingnorthwest.com) • [kevin.roberts@oregonstate.edu](mailto:kevin.roberts@oregonstate.edu) • (541) 230-0613

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Parent or guardian \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Work Phone \_\_\_\_\_  
Email \_\_\_\_\_  
DOB \_\_\_\_\_

**PAYMENT INFORMATION**  
 Check  VISA  MC  
Amount paid \$ \_\_\_\_\_  
Account no. Exp. Date Security code  
Signature  
Please make checks out to Northwest Duals.  
SHIRT SIZE (circle one)  
S M L XL XXL XXXL Youth M Youth L

Past health \_\_\_\_\_  
Past injuries \_\_\_\_\_  
Present health \_\_\_\_\_  
Current medications \_\_\_\_\_  
Drug sensitivities \_\_\_\_\_  
Other allergies \_\_\_\_\_  
Insurance Co. address \_\_\_\_\_  
Policy holder \_\_\_\_\_  
Policy no. \_\_\_\_\_  
Other health and accident coverage  
Policy holder \_\_\_\_\_  
Policy no. \_\_\_\_\_

# Wenatchee School District Sports Camp/Clinic Application

This application must be completed and approved by the school board prior to the start of any activity including pre-registration. Please include a prior year's camp flyer if you have one.

- |   |  |
|---|--|
| <p>1. <u>      Bball camp      </u><br/>Type of Camp</p> <p>3. <u>      Boys Bball      </u><br/>Group Sponsoring Camp</p> <p>5. <u>      Jeff Pearl      </u><br/>Name of Clinician</p> <p>7. <u>      June 23-25      </u><br/>Date(s) of Camp</p> <p>9. <u>      Fresh + Sophs      </u><br/>Age (Grade) of Participants</p> <p>11. <u>      Approx. 10      </u><br/>Anticipated Number of Male Campers</p> | <p>2. <u>      Team Development      </u><br/>Purpose of Camp</p> <p>4. <u>      Chelan, WA.      </u><br/>Camp Location</p> <p>6. <u>      PO Box 369      </u><br/>Address of Clinician</p> <p>8. <u>      3 days      </u><br/>Number &amp; Types of Sessions</p> <p>10. <u>      \$45/participant      </u><br/>Cost Per Participant</p> <p>12. <u>      WA      </u><br/>Anticipated Number of Female Campers</p> |
|---|--|

13. Is the insurance/liability statement to the parent/legal guardian included on the pupil registration form?

Yes       No

<p><u>      <i>[Signature]</i>      </u> Camp Sponsor Signature</p> <p><u>      5/24/17      </u> Date of Signature</p>	<p><u>      <i>[Signature]</i>      </u> Building Principal Signature</p> <p><u>      Date of Signature      </u></p>	<p><u>      <i>[Signature]</i>      </u> District AD Signature</p> <p><u>      4/5/17      </u> Date of Signature</p>
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## School Board Section

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\_\_\_\_\_ Approved

\_\_\_\_\_ Rejected

Reason for Rejection:

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WSD Administrative Signature	Date
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# *Lake Chelan Summer Varsity Basketball Tourney June 23-25*

*Sponsored by Chelan Boys Basketball Team*

## *A Great Tourney*

### **TOURNEY RULES:**

*TECHNICAL FOULS WILL BE AUTOMATIC TWO POINTS AND BALL OUT OF BOUNDS  
TWO TECHNICALS ON A PLAYER OR COACH, THE INDIVIDUAL WILL BE REMOVED FROM THE  
GYM FOR THE REMAINDER OF THAT GAME  
ELIGIBLE PLAYERS ARE STUDENTS ENROLLED IN YOUR SCHOOL FOR THE UPCOMING 2017-2018  
SCHOOL YEAR FROM GRADES 9-12—NO ALL STAR TEAMS  
GAMES WILL CONSIST OF TWO (2) TWENTY MINUTE HALVES WITH A RUNNING CLOCK-CLOCK  
WILL BE STOPPED THE LAST TWO (2) MINUTES OF EACH HALF  
HALFTIME WILL BE FIVE (5) MINUTES, PREGAME WARM-UP WILL BE TEN (10) MINUTES OR  
UNTIL SCHEDULED GAMES LONGER  
ALL OTHER RULES WILL BE FOLLOWED FROM THE 2016/2017 RULE BOOK*

**Send: \*Team Name \*Coaches Name & Phone # \*Entry Fee of  
\$250.00 to:**

**Jeff Pearl  
P.O. Box 369  
Chelan, WA 98816**

**Make Checks payable to: Chelan Basketball**

**For More Information Contact:**

**Jeff Pearl Cell (509) 885-0022**

**Work (509) 682-4061**

**FAX #: (509)-682-5001**

**Email: [pearlj@chelanschools.org](mailto:pearlj@chelanschools.org)**



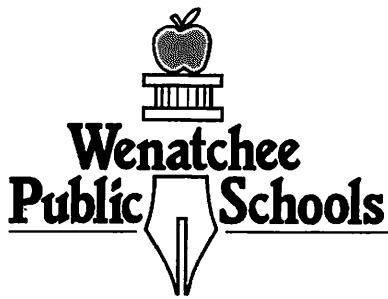






# RECOGNITIONS

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235 Sunset Ave.

P.O. Box 1767

Wenatchee, WA 98807-1767

(509) 663-8161

FAX (509) 663-3082

## **NEWS RELEASE:**

**OLYMPIA — May, 8 2016** — Carolyn Griffin-Bugert was named the 2017 Washington State Classified School Employee of the Year, the Office of Superintendent of Public Instruction (OSPI) announced. Griffin-Bugert is a grants administrator for her district.

State Superintendent of Public Instruction Chris Reykdal recognized the nine Regional Classified School Employees of the Year and announced the winner at a ceremony in the Old Capitol Building in Olympia.

They were joined by their families, friends, colleagues, legislators, representatives from the state's educational service districts and various education associations.

"Carolyn is the kind of employee we need in every school district," Reykdal said. "She is dedicated to engaging with her community, partnering with local businesses and creating a positive legacy of progressive learning in her region. On behalf of OSPI staff, thank you for your commitment to Washington students."

Carolyn has targeted her efforts on impacting graduation rates and post-graduate outcomes for some of the most needy students. To do this she has

*used large grants from GEAR UP and 21st Century Community Learning Centers along with numerous smaller public and private grants to increase the number of Latino and low-income students taking AP classes, provide financial support for students to go to college, strengthen alternative high school options that outperform the state averages, and much more. Carolyn's success at securing grant funding has also engaged the local business community in providing matching dollars for many of the programs.*

*"As a former middle school and elementary principal, I have seen firsthand the benefit students gain from the focus these programs provide – especially low-income and minority students," says Director of State and Federal Programs Bill Eagle. "Because of Carolyn's work, many students over many years have come to believe in their ability to attend and succeed at the college level."*



From: **Scott Seaman** <[scott@awsp.org](mailto:scott@awsp.org)>  
Date: Wed, May 24, 2017 at 12:39 PM  
Subject: APOY Announcement - Top Secret  
To: AWSP Exec Staff <[awspexecstaff@awsp.org](mailto:awspexecstaff@awsp.org)>, AWSP Support Staff <[awspsupportstaff@awsp.org](mailto:awspsupportstaff@awsp.org)>  
Cc: "Anderson, Eric" <[anderson.eric@wenatcheeschools.org](mailto:anderson.eric@wenatcheeschools.org)>

Team,

We are excited to announce this year's Washington State Assistant Principal of the Year, Ricardo Ñiguez from Wenatchee High School. Ricardo is in his 10th year at Wenatchee High School and is known for his tireless dedication to the kids and community of WHS. He was nominated by the current principal, Eric Anderson, who has nothing but incredible things to say about Ricardo's leadership and devotion to kids.

On Wednesday morning May 31st at Wenatchee HS, Eric will be surprising Ricardo with the announcement of this incredible recognition at their annual end-of-year staff meeting.

We will be keeping this secret until Ricardo is surprised next week. As soon as the cat is out of the bag, we will invite Ricardo to Summer Conference, put a blast in the AWSP News, and get rolling on all the other things that happen for POYS and APOYs.

Thanks for your patience and support on all of this! Mums the word until next week!

*Scott Seaman*

800-562-6100 | c360-561-9463

Twitter: @Scott\_AWSP Email: [scott@awsp.org](mailto:scott@awsp.org)

*Supporting principals and the principalship in the education of **ALL** kids.*



# WHS's Iñiguez named state assistant principal of the year

by [Nevonne McDaniels](#) June 1, 2017, 1:49 p.m.

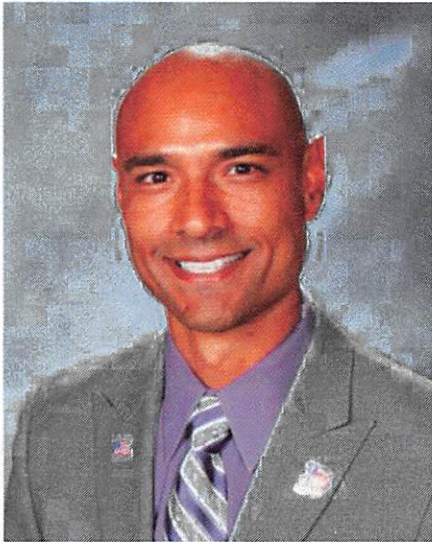


Photo provided

Wenatchee High School Associate Principal Ricardo Iñiguez

WENATCHEE — Wenatchee High School Associate Principal Ricardo Iñiguez has earned top honors as the Washington State 2017 Assistant Principal of the Year.

The award comes from the Washington Association of Secondary School Principals, a governing board of the Association of Washington School Principals (AWSP).

Iñiguez, who has been at WHS for 11 years, was selected after a statewide open nomination process. He was nominated by Principal Eric Anderson, who played it close the vest.

"I didn't have a clue. Mr. Anderson did a great job of keeping it a secret," Iñiguez said.

As associate principal, Iñiguez is the second-in-command at the school, between the principal and assistant principal.

He was nominated, in part, for his work implementing the school's Positive Behavior Interventions and Support (PBIS) program.

"Ricardo, in conjunction with his PBIS implementation team, has created positive recognition systems that have students recognizing staff, students recognizing students, and staff recognizing students for the positive things that happen in our building," Anderson said. "We saw our attendance rates increase,

our out-of-school consequences decrease and our number of students passing classes increase.”

Before arriving in Wenatchee, Iñiguez taught at-risk youth in the Bethel School District. He chaired the Hispanic Latino Legislative Organization and was appointed by former Gov. Christine Gregoire to the Educational Opportunity Gap Oversight and Accountability Committee.

“I wanted to be a role model for all students. I’m a role model for everybody first and foremost, but I’m Latino as well. I think there aren’t enough Latino role models in education, not only in teaching but also in administration,” Iñiguez said.

Ricardo’s parents were migrants with little education who instilled a passion for learning in their 11 children, all of whom graduated from college. The siblings, working together, also set up the first Latino Scholarship Endowment at Eastern Washington University and Central Washington University. He and his wife Maria have a nearly 5-year-old son.

Iñiguez will receive his award at the June 2017 AWSP/WASA Summer Conference in Spokane, and is invited to the 2017 National Principals Conference in Philadelphia.

“I believe that being recognized is a reminder of where I have been, and at the same time, how much farther I need to go. With recognition comes responsibility, and that’s OK,” Iñiguez said.

*Reach Nevonne McDaniels at 509-664-7151  
or [mcdaniels@wenatcheeworld.com](mailto:mcdaniels@wenatcheeworld.com).*

# WENATCHEE LEARNS

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# STRATEGIES

- *Strategy One - Personalized Learning*
- *Strategy Two – Tapping into the Power of the Community*
- *Strategy Three – Use Best Tools & Resources to Advance Learning*
- *Strategy Four – Balance Change for All with Excellence for All*




## Contract Coversheet (Non-Federal) Request Board Approval

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

**All contracts require school board approval.**

The **only** authorized signatures on a contract are Brian Flonas, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
05/25/17	Revision #10	Lydig Construction Inc.	PIO CIP - Lydig Change Order No. 10 to their contract dated 3/03/15.	\$16,319	upon approval to December 2016	<u>Gregg Herkenrath / David Zeitlin</u>		No. Increase PO 842140009 3 by \$16,319.00	This is decided at the district office.
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.			
				20 E 530 1423 22 7000 100		 Initial <u>5-25-2017</u> Date			

**Agency Contact Information** (who & where contract needs to be mailed to for signing):

Agency Name Lydig Construction Inc.  
 Attention: Lisa Shier  
 Street address or PO Box 11001 E. Montgomery Drive  
 City, State, Zip Code Spokane Valley, WA 99206  
 Email Address lshier@lydig.com  
 Phone Number (509) 535-6622

**Contract Details** (Give a brief description of the contract):

If this is a revision, what has changed?

PIO CIP - Change Order #10 encompasses 1 change (CCD 134) which is the courtyard gate closers which was an additive change to the contract. See the architect's narrative attached herewith.

**Be sure to follow state bid requirements as outlined in RCW 28A.335.190**

Reviewed by Attorney \_\_\_\_\_  
 Signature

Requires Edits? \_\_\_\_\_

PIONEER MIDDLE SCHOOL GYM MODERNIZATION  
CHANGE ORDER NO. 10

May 25, 2017

SITUATION

Change Order No. 10 is attached for your review and approval. Change Order No. 10 includes seven (1) additive change to the construction contract for the Pioneer Middle School Gym Modernization project.

The cost of the changes from Change Order No. 10 is within the revised budget established for this project. The total for change orders to date is 19.22% of the construction contract amount.

<u>Original Construction Contract Amount</u>	\$4,107,000.00
<u>Current Change Order</u>	
Change Order No 10	\$16,319.00
<u>Total Change Orders</u>	
Change Order 1 thru 10	\$789,210.00
<u>Contract Amount including this Change Order</u>	\$4,896,210.00

RECOMMENDATION

The Board of Directors approves Change Order No. 10 to Lydig Construction, Inc. for the Pioneer Middle School Gym Modernization Project in the amount of (\$16,319.00) increasing the contract amount to \$4,896,210.00.



# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

<b>PROJECT</b> (Name and address): Pioneer Middle School Gym Additions to and Modernization of 1620 Russell Street Wenatchee, Washington 98801	<b>CHANGE ORDER NUMBER:</b> 010 <b>DATE:</b> February 22, 2017	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Lydig Construction 11001 East Montgomery Drive Spokane Valley, Washington 92206	<b>ARCHITECT'S PROJECT NUMBER:</b> 1409 <b>CONTRACT DATE:</b> March 03, 2015 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
Per CCD#134 Courtyard Gate Closers \$16,319.00

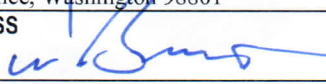
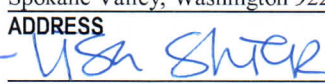
The original Contract Sum was	\$ 4,107,000.00
The net change by previously authorized Change Orders	\$ 772,891.00
The Contract Sum prior to this Change Order was	\$ 4,879,891.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 16,319.00
The new Contract Sum including this Change Order will be	\$ 4,896,210.00

The Contract Time will be unchanged by zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is November 3, 2015

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Forte Architects, Inc.</u> <b>ARCHITECT</b> (Firm name)	<u>Lydig Construction</u> <b>CONTRACTOR</b> (Firm name)	<u>Wenatchee School District No. 246</u> <b>OWNER</b> (Firm name)
<u>240 North Wenatchee Avenue</u> <u>Wenatchee, Washington 98801</u> <b>ADDRESS</b>	<u>11001 East Montgomery Drive</u> <u>Spokane Valley, Washington 92206</u> <b>ADDRESS</b>	<u>235 Sunset Avenue</u> <u>Wenatchee, Washington 98801</u> <b>ADDRESS</b>
 <b>BY</b> (Signature)	 <b>BY</b> (Signature)	 <b>BY</b> (Signature)
<u>Mr. Tom Bassett</u> (Typed name)	<u>Lisa Shier</u> (Typed name)	 (Typed name)
<u>5/24/2017</u> <b>DATE</b>	<u>5/24/2017</u> <b>DATE</b>	 <b>DATE</b>



240 North Wenatchee Avenue  
Wenatchee, WA 98801

(509) 293-5566  
www.fortearchitects.com

May 5, 2017

**Pioneer Gym CCDs**

**Subject:** CCD Narrative Descriptions

Patrick,

Please see below for description of CCD on CO 010:

CCD#134 Courtyard Gate Closers \$16,319.00

- Heavy duty hinges on gates were being damaged (losing seal causing oil to escape and hinges binding up) due to forcing open to over extension of the gates by students and staff. This was voiding the warranty on the hinges. Initial less expensive solution to add welded angle stops on to the frames was not sufficient and gates continued to be forced open and angles were bent or broken. Gate Closers prevent opening past 90 degrees, reduce overall wear and tear, reduce noisy banging of gates, reduce speed of swinging gates for added safety, and add gate hold-open functionality for events, usergroups, and staff.

Sincerely,

**Forte Architects, Inc.**

Kristofer Larsen



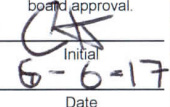
## Contract Coversheet (Non-Federal)

### Request Board Approval

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

**All contracts require school board approval.**

The **only** authorized signatures on a contract are Brian Fiones, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
06/02/17	New	The Salcido Connection, Inc.	WWTSC - Contract to install a new HVAC system to serve the new auto shop classroom.	\$34,986.47	Upon approval thru August 31, 2017	<u>Gregg Herkenrath</u>		Yes	This is decided at the district office.
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.			
				4500 22 7099 300		 Initial 6-6-17 Date			

**Agency Contact Information** (who & where contract needs to be mailed to for signing):

Agency Name The Salcido Connection, Inc.  
 Attention: Dustin Miller  
 Street address or PO Box 615 N Wenatchee Ave., Ste. C-1  
 City, State, Zip Code Wenatchee, WA 98801  
 Email Address \_\_\_\_\_  
 Phone Number 509-884-6868

**Contract Details** (Give a brief description of the contract):

If this is a revision, what has changed?

WWTSC - Contract for The Salcido Connection, Inc. to install a new HVAC system to serve the new auto shop classroom includes electrical connections.

**Be sure to follow state bid requirements as outlined in RCW 28A.335.190**

Reviewed by Attorney \_\_\_\_\_  
 Signature \_\_\_\_\_

Requires Edits? \_\_\_\_\_

**WENATCHEE SCHOOL DISTRICT NO. 246**  
**Facilities & Capital Projects**  
**1001 Circle Street**  
**Wenatchee, WA 98801**

**AGREEMENT**

Made this 2nd day of June, 2017 between the Wenatchee School District (the Owner), and The Salcido Connection, Inc. (the Contractor). As referred to in subsequent Articles of this contract, the Owner's representative shall be the Director of Facilities & Capital Projects, 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.

Drawings and Specifications referenced:

- Wenatchee Valley Tech Renovation Building C – Auto Shop Classroom Tenant Improvement Construction Documents developed by DOH Associates, PS, Permit Set dated 4/21/2016.
- Drawing sheet A-1 titled General Notes, Abbreviations, Symbol Legend, Site & Roof Plan, & Sheet Index dated 4/21/16.
- Drawing sheet A-2 titled Floor Plan dated 4/21/16
- Drawing sheet A-3 titled Partial Section A dated 4/21/16
- Drawing sheet A-4 titled Reflected Ceiling Plan, Details dated 4/21/16

**Article 2 - The Work**

**LOCATION:**

Wenatchee Valley Technical Skills Center – Building C Auto Shop  
337 East Penny Road  
Wenatchee, WA 98801

Contractor agrees to provide all labor, materials and line voltage electrical to install a new HVAC system to serve the new classroom in the Auto Shop, including but not limited to: install a 3-ton heat pump split system with economizer, along with installing a co2 sensor to control the intake of fresh air per quotes dated April 18, 2017. The equipment installed will be Carrier Equipment and comes with a 5 year parts and compressor warranty.

All work shall be done in accordance with contract documents. Construction in classroom shall occur during Summer Break when class is not in session. Construction outside of classroom can occur during school days, behind safety fencing and with close coordination of activities with the school administration to preserve maximum safety and access of staff and students.

### Article 3 - Time of Commencement and Completion

The work to be performed under this Contract shall commence upon signature of this contract by all parties, as directed by the Wenatchee School District Facilities & Capital Projects Director with final completion by no later than 90 days from Notice to Proceed.

### 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:

HVAC – 3 ton Split System Heat Pump	Base Bid:	<b>\$19,995.00</b>
Split System Heat Pump Electrical	Base Bid:	<b>\$12,340.00</b>
Subtotal:		<b>\$32,335.00</b>
Washington State Sales Tax @ 8.2%		<b>\$2,651.47</b>
TOTAL CONTRACT PRICE		<b>\$34,986.47</b>

**Thirty-Four Thousand, Nine Hundred Eighty-Six and 47/100 Dollars**

### Article 5 - Payments

Upon completion of the Project and acceptance by the Director, Facilities & Capital Projects, 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. Payments for materials will only be made for those materials which have been delivered and stored on site.

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 6 – Key loan

The District shall sign out to the Contractor keys and temporary alarm codes as necessary for the project for use during construction. No payment will be released until all keys are returned to the District Maintenance and Operations Supervisor or designee.

## Article 7 - 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, The Contractor shall deliver a Payment & Performance Bond to the District as required by RCW 39.08.010, conditioned that the Contractor shall faithfully perform all the Provisions of this Contract and pay all laborers, mechanics and sub-contractors and materialmen, 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 8 - 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 Prevailing Wage 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:

<http://lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wage rates on this project is March 1, 2017.

## Article 9 - 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 10 - Conduct on School Property

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work, including observance all smoking, tobacco, drug, alcohol, parking, safety, weapons, background checks, sexual harassment and other rules governing the conduct of personnel at the Project site.

The Contractor shall ensure that all persons performing the Work comply with the Owner's gun-free and tobacco-free policy, and will not and do not engage in inappropriate conduct or inappropriate contact with students or staff.



Neither the Contractor nor any of its Subcontractors of any tier shall utilize any employee at the site or permit any contact between children and any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction.

### Article 11 - 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.

This Agreement executed the day and year first written above.

Owner:

Wenatchee School District No. 246  
235 Sunset Avenue  
Wenatchee, WA 98801

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Contractor:

The Salcido Connection, Inc.  
615 N Wenatchee Ave., Ste. C-1  
Wenatchee, WA 98801



Digitally signed by Malachi Salcido  
DN: cn=Malachi Salcido, o=The Salcido  
Connection, Inc., ou=100,  
email=malachi@salcidoconnection.co  
m, c=US  
Date: 2017.06.06 12:01:33 -0700

\_\_\_\_\_  
Signature

Malachi Salcido  
Name

President  
Title

6-06-2017  
Date

**RESOLUTION OF FINAL ACCEPTANCE OF  
CONSTRUCTION COMPLETION**

**WENATCHEE SCHOOL DISTRICT NO. 246**

**RESOLUTION 07-17**

**A Resolution of the Board of Directors certifying the  
Wenatchee Valley Technical Skills Center Project as complete.**

**WHEREAS**, the Wenatchee School District Board of Directors has received notification from TCF Architecture, that the Wenatchee Valley Technical Skills Center Project is complete in accordance with contract specifications and documents; and

**WHEREAS**, the Superintendent and Board have walked through the project and concur;

**THEREFORE, BE IT RESOLVED** by the Wenatchee School District Board of Directors, that the work of the contractor, Leone & Keeble Construction Company is now complete.

Dated this 13<sup>th</sup> day of June, 2017, at a regular meeting of the Board of Directors, Wenatchee School District No. 246.

WENATCHEE SCHOOL DISTRICT NO. 246  
Board of Directors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary to the Board

DUE TO THE LARGE SIZE OF THESE DOCUMENTS (300 PLUS PAGES) WE ARE GIVING YOU A LINK TO VIEW THEM.

WVTSC - Board Resolution 08-17 Acceptance of Building Commissioning Report

<https://drive.google.com/open?id=0B5wYQQyZUMnjWUVxTGVmWUVSdEE>



Gregg Herkenrath  
Director of Facilities and Capital Projects

1001 Circle St.  
Wenatchee, WA 98801  
p: (509) 888-5457  
f: (509) 663-0244  
[herkenrath.gregg@wenatcheeschools.org](mailto:herkenrath.gregg@wenatcheeschools.org)

---

June 7, 2017

Brian Flones

Re: Rec Park – Batting Facility Proposals

Dear Brian,

Attached are the Rec Park Batting Facility proposal results.

Berry Construction of Wenatchee, WA submitted the lowest responsible base bid. Based on the requirements of the request for proposal, their proposal is valid.

We are only obligated to award the base bid to Berry Construction. However, it seems it would be in the best interest of the district to award the base bid along with Alternates 1, 2 and 3 to provide a more complete and durable facility for years to come. If we awarded the base bid plus all three alternates, this still puts Berry Construction as the lowest bidder.

I recommend we accept Berry Construction's proposal and enter into a contract to construct the new Rec Park Batting Facility.

Regards,

Gregg Herkenrath  
Director of Facilities & Capital Projects

/tlt

Enclosure(s)

- a) Bid Sign In sheet
- b) Bid Tabulation Sheet



New Hitting Facility – Re-bid (previously bid on 1/27/17)

WENATCHEE SCHOOL DISTRICT

Bids Due: Thursday, May 25, 2017 @ 3:00 pm

Bid opening at 3:05pm

Bid Sign In Sheet

COMPANY NAME	ADDRESS	PHONE	CONTACT	EMAIL
Halme Builders	Davenport, WA	509-725-1200	Dan Halme	Dan@halmebuilders.com
BERRY CONST.	3014 G.S. CENTER RD WENATCHEE, WA 98801	509 393 9655	John Berry	JBERRY@BERRYCON.COM
BERRY CONSTRUCTION	" "	509-888-1961	TYCE THOMAS	TTHOMAS@BERRYCON.COM
Wright Bros	PO Box 877 Eagle, ID	208-869-9237	Megan Swift	MSWIFT@WOTBC.COM
ERIK SWEET	18825 SE 164th ST DENTON, WA 9858	425-706-9535 406-750-4024	ERIK SWEET	ejsw@glalandscape.com
Wenatchee School District	235 Sunset Ave Wenatchee WA 98801	(509) 888-5457	Traci L. Thompson	thompson.t@wenatchee schools.org
Wenatchee School District	235 Sunset Ave Wenatchee, WA 98801	509-888- 5457	Gregg Herkenrath	herkenrath.gregg@ wenatchee-schools.org

# ZERVAS

## BID TABULATION SHEET



PROJECT:

HITTING FIELD  
WENATCHEE SCHOOL DISTRICT

BID DATE:

MAY 25, 2017

CONTRACTOR	BID SIGNED	BID BOND ATTACHED	ADDENDA ACK. 1 & 2	BASE BID	TRENCH EXCAVATION SAFETY PROVISION	ALTERNATE NO. 1 <i>add</i> PLYWOOD WALL PANELS	<i>add</i> ALTERNATE NO. 2 INTERIOR PARTITIONS AND DOORS	ALTERNATE NO. 3 <i>deduct</i> O.F.C.I WINDOWS	TOTAL BID	SUBCONTRACTORS
Halme Builders	✓	✓	✓	530,000.00	500.00	28,000.00	55,000.00	<3,000.00>		HVAC: Wells + Wade Mechanical ELECTRICAL: Midland Electric
Berry Construction	✓	✓	✓	474,934.00	1.00	11,715.00	41,237.00	<3,213.00>		HVAC: Wells + Wade Mechanical ELECTRICAL: Midland Electric
Wright Brothers	✓	✓	✓	504,598.00	N/A	15,600.00	27,200.00	<2,500.00>		HVAC: Wells + Wade Mechanical ELECTRICAL: Midland Electric
										HVAC: ELECTRICAL:
										HVAC: ELECTRICAL:
										HVAC: ELECTRICAL:
										HVAC: ELECTRICAL:
										HVAC: ELECTRICAL:

*Traci Thompson - W.S.D.*

*SEA Landscape Architecture*

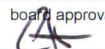


**Contract Coversheet (Non-Federal)  
 Request Board Approval**

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

**All contracts require school board approval.**

The **only** authorized signatures on a contract are Brian Fiones, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	Board Review Required?	Attorney Review Required?
06/07/17	New	Berry Construction General Contractor, LLC	Rec Park - New Hitting Facility	\$568,746	Upon approval thru November 30, 2017	<u>Gregg Herkenrath</u>		Yes	This is decided at the district office.
			<b>Budget Code</b>			I have read this contract and recommend it for board approval. 			
			1501 21 7000 000	Initial <u>GH</u> Date <u>6-7-17</u>					

**Agency Contact Information** (who & where contract needs to be mailed to for signing):

Agency Name Berry Construction General Contractor, LLC  
 Attention: John R. Berry  
 Street address or PO Box 3014 G.S. Center Rd., Ste. B  
 City, State, Zip Code Wenatchee, WA 98801  
 Email Address [jberry@berrycon.com](mailto:jberry@berrycon.com)  
 Phone Number 509-888-1961

**Contract Details** (Give a brief description of the contract):

If this is a revision, what has changed?

Rec Park - Contract for construction of the new Hitting Facility.

**Be sure to follow state bid requirements as outlined in RCW 28A.335.190**

Reviewed by Attorney \_\_\_\_\_  
 Signature

Requires Edits? \_\_\_\_\_



**AIA**<sup>®</sup>

# Document A101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the thirteenth day of June in the year 2017  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Wenatchee School District 246  
235 Sunset Avenue  
Wenatchee, WA 98801

and the Contractor:  
*(Name, legal status, address and other information)*

Berry Construction General Contractor, LLC  
3014 G.S. Center Rd., Suite B  
Wenatchee, WA 98801

for the following Project:  
*(Name, location and detailed description)*

Wenatchee School District 246 - Hitting Facility  
935 Orondo Avenue  
Wenatchee, WA 98801

The Architect:  
*(Name, legal status, address and other information)*

Zervas Architects  
209 Prospect Street, Suite 1  
Bellingham, WA 98225

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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<b>Portion of Work</b> Work identified in Contract Documents and accepted Alternates 1,2, & 3	<b>Substantial Completion Date</b> November 30, 2017
---	---

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Five Hundred Twenty-Four Thousand, Six Hundred Seventy-Three Dollars (\$ 524,673.00 (plus sales tax) ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternates Nos. 1,2, and 3.

§ 4.3 Unit prices, if any:  
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

<b>Item</b>	<b>Units and Limitations</b>	<b>Price Per Unit (\$0.00)</b>
NA	NA	NA

§ 4.4 Allowances included in the Contract Sum, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

<b>Item</b>	<b>Price</b>
NA	NA

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

See the Contract Documents

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30 (calendar) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

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Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Per statute and the Contract Documents

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

(30) days after completion of all requirements listed in the A201-2007 General Conditions

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**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

There is no Initial Decision Maker under this Agreement

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Payments due and unpaid under the Contract Documents shall bear interest as specified by RCW 39.76, not to exceed the Bank of America prime plus two percent per annum.

%

**§ 8.3** The Owner’s representative:  
*(Name, address and other information)*

Brian Flones  
Superintendent  
Wenatchee School District No. 246  
235 Sunset Avenue  
Wenatchee, WA 98801

All communication shall be directed to the Project Manager at the address below, except for notices required by this Agreement, which shall be directed to the Designated Representative above.

Gregg Herkenrath

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Project Manager  
 Wenatchee School District No. 246  
 1001 Circle Street  
 Wenatchee, WA 98801  
 Phone: (509) 888-5457  
 Email: herkenrath.gregg@wenatcheeschools.org

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

John R. Berry  
 Owner  
 Berry Construction General Contractor, LLC  
 3014 G.S. Center Rd., Suite B  
 Wenatchee, WA 98801  
 Phone: (509) 888-1961

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NA	NA	NA	NA

§ 9.1.4 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Specifications are those contained in the Project Manual and Drawings, see attached Project Manual Table of Contents, Section 00 01 01. Project Manual dated April 27, 2017.

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Drawings are those referenced in the Project Manual, see attached Drawing Index, Section 00 01 15. Drawings dated April 27, 2017.

Number	Title	Date
--------	-------	------

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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	May 15, 2017	9
2	May 22, 2017	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
  
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

See General Conditions,  
Department of Labor and Industries Prevailing Wage Rates.

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
See General Conditions	See General Conditions

This Agreement entered into as of the day and year first written above.

<b>OWNER</b> <i>(Signature)</i>	<b>CONTRACTOR</b> <i>(Signature)</i>
<i>(Printed name and title)</i>	<i>(Printed name and title)</i>

Init.

## **Additions and Deletions Report for** **AIA® Document A101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:23:16 on 06/07/2017.

### **PAGE 1**

**AGREEMENT** made as of the thirteenth day of June in the year 2017

...

Wenatchee School District 246  
235 Sunset Avenue  
Wenatchee, WA 98801

...

Berry Construction General Contractor, LLC  
3014 G.S. Center Rd., Suite B  
Wenatchee, WA 98801

...

Wenatchee School District 246 - Hitting Facility  
935 Orondo Avenue  
Wenatchee, WA 98801

...

Zervas Architects  
209 Prospect Street, Suite 1  
Bellingham, WA 98225

### **PAGE 3**

Work identified in Contract Documents      November 30, 2017  
and accepted Alternates 1,2, & 3

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Twenty-Four Thousand, Six Hundred Seventy-Three Dollars (\$ 524,673.00 (plus sales tax)), subject to additions and deductions as provided in the Contract Documents.

...

Alternates Nos. 1,2, and 3.

...

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User Notes:

(1718237291)

1

NA

NA

NA

...

NA

NA

...

See the Contract Documents

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~( )~~30 (calendar) days after the Architect receives the Application for Payment.

**PAGE 4**

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);

...

Per statute and the Contract Documents

...

(30) days after completion of all requirements listed in the A201-2007 General Conditions

**PAGE 5**

There is no Initial Decision Maker under this Agreement

...

[  ] Litigation in a court of competent jurisdiction

...

Payments due and unpaid under the Contract Documents shall bear interest as specified by RCW 39.76, not to exceed the Bank of America prime plus two percent per annum.

...

Brian Flones  
Superintendent  
Wenatchee School District No. 246  
235 Sunset Avenue





## **Certification of Document's Authenticity**

*AIA® Document D401™ – 2003*

I, Sharon C. Robinson, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:23:16 on 06/07/2017 under Order No. 8091107327\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

---

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User Notes: (1718237291)

**SECTION 00 01 01 – TABLE OF CONTENTS**

Specification Sections are listed, the Contractor shall check his copies of the specifications with the Table of Contents to be sure they are complete.

**DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

- 00 01 01 – Table of Contents
- 00 01 15 – Drawing Index
- 00 10 00 – Instructions to Bidders
- 00 11 00 – Advertisement for Bid
- 00 30 00 – Available Information to Bidders
- 00 40 00 – Bid Proposal
  - Standard Form of Agreement Between Owner and Contractor, AIA A101-2007
  - General Conditions of the Contract for Construction, AIA A201-2007
- 00 65 00 – Retainage Option Form
- 00 65 50 – Escrow Agreement
- 00 66 00 – Prevailing Wage Rates

**DIVISION 1 – GENERAL REQUIREMENTS**

- 01 10 00 – Summary of Work
- 01 23 00 - Alternates
- 01 25 00 – Contract Modification Procedures
- 01 29 00 – Payment Procedures
- 01 31 00 – Project Management and Coordination
- 01 32 00 – Construction Progress Documentation
- 01 33 00 – Submittal Procedures
- 01 40 00 – Quality Control Services
- 01 42 00 – References
- 01 50 00 – Temporary Facilities and Controls
- 01 60 00 – Product Requirements
  - Substitution Request Form
- 01 70 00 – Execution Requirements
- 01 73 10 – Cutting and Patching
- 01 74 19 – Construction Waste Management & Disposal
- 01 77 00 – Closeout Procedures

**DIVISION 2 – EXISTING CONDITIONS**

- 02 41 00 – Demolition

**DIVISION 3 – CONCRETE**

- 03 35 11 – Concrete Floor Finishes

**DIVISION 4 – MASONRY – NOT USED**

**DIVISION 5 – METALS – NOT USED**

**DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES**

06 10 00 – Rough Carpentry

06 20 00 – Finish Carpentry

**DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

07 11 13 – Bituminous Dampproofing

07 92 00 – Joint Sealants

**DIVISION 8 – OPENINGS**

08 11 13 – Hollow Metal Doors and Frames

08 36 11 – Section Doors

08 53 13 – Vinyl Windows

08 71 00 – Door Hardware

08 80 00 – Glazing

**DIVISION 9 – FINISHES**

09 21 16 - Gypsum Board Assemblies

09 65 00 – Resilient Flooring

09 90 00 - Painting and Coating

**DIVISION 10 – SPECIALTIES**

10 14 00 - Signage

10 44 00 - Fire Protection Specialties

**DIVISION 11 – EQUIPMENT – NOT USED**

**DIVISION 12 – FURNISHINGS – NOT USED**

**DIVISION 13 – SPECIAL CONSTRUCTION**

13 34 19 – Metal Building Systems

**DIVISION 14 – CONVEYING EQUIPMENT – NOT USED**

**DIVISION 21 – FIRE SUPPRESSION – NOT USED**



**DIVISION 22 – PLUMBING – NOT USED**

**DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING (HVAC) – NOT USED**

**DIVISION 26 – ELECTRICAL – NOT USED**

**DIVISION 27 – COMMUNICATIONS – NOT USED**

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY – NOT USED**

**DIVISION 31 – EARTHWORK – NOT USED**

**DIVISION 32 – EXTERIOR IMPROVEMENTS – NOT USED**

**DIVISION 33 – UTILITIES – NOT USED**

**END OF TABLE OF CONTENTS**

**SECTION 00 01 15 — DRAWING INDEX**

**PART 1 GENERAL**

1.01 LIST OF DRAWINGS

The Drawings listed below are hereby made part of this contract:

General	
	Cover
G0.00	Project Information/Drawing Index / Vicinity Map
G0.01	Code Analysis / Life Safety Plan / Assembly Types
Civil	
C1.0	Site Plan
Architectural	
A2.01	Floor Plan / RCP / Roof Plan
A2.02	Alternate Plan
A3.01	Exterior Elevations / Door and Window Types and Schedules
A4.01	Building Sections / Wall Sections
A5.01	Finish Floor Plans
A6.01	Exterior Details
Structural	
S1.0	Structural Notes
S2.0	Foundation Plan
S3.0	Foundation Details
S4.0	Details
Mechanical	
M0.00	Legends and Abbreviations
M0.01	HVAC Schedules
M2.00	HVAC Floor Plan
M6.00	Mechanical Specification
M7.00	HVAC Details
Electrical	
E0.00	Electrical Legend
E0.01	Electrical Legend, Abbreviations, and General Notes
E1.00	Electrical Site Plan
E2.00	First Floor Lighting Plan – Base Bid
E2.01	First Floor Lighting Plan – Bid Alternate #3
E3.00	First Floor Power and Signal Plan – Base Bid
E3.01	First Floor Power and Signal Plan – Bid Alternate #2
E4.00	Power One-Line Diagram, Panel Schedule
E5.00	Electrical Schedules
E6.00	Electrical Specification
E7.00	Electrical NREC Forms

**PART 2 PRODUCTS (NOT APPLICABLE)**

**PART 3      EXECUTION (NOT APPLICABLE)**

**END OF SECTION 00 01 15**

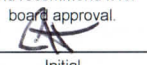
## Contract Coversheet (Non-Federal)

### Request Board Approval

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

**All contracts require school board approval.**

The **only** authorized signatures on a contract are *Brian Flores, Jon DeJong, Les Vandervort, or the School Board.*

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
06/07/17	New	Goodfellow Bros., Inc.	Rec Park - Civil Construction for New Hitting Facility	\$73,657.80	Upon approval thru November 30, 2017	<a href="#">Gregg Herkenrath</a>		Yes	This is decided at the district office.
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.			
				1501 21 7000 000		 Initial <b>6-7-17</b> Date			

**Agency Contact Information** (who & where contract needs to be mailed to for signing):

Agency Name Goodfellow Bros., Inc.  
 Attention: Ron Jordan  
 Street address or PO Box PO Box 598  
 City, State, Zip Code Wenatchee, WA 98807-0598  
 Email Address ronj@goodfellowbros.com  
 Phone Number 509-662-7111

**Contract Details** (Give a brief description of the contract):

If this is a revision, what has changed?

Rec Park - Contract for Civil Construction (demo, earthwork, drainage, electrical trenching and backfill) of the new Hitting Facility.

**Be sure to follow state bid requirements as outlined in RCW 28A.335.190**

Reviewed by Attorney \_\_\_\_\_  
 Signature

Requires Edits? \_\_\_\_\_



**WENATCHEE SCHOOL DISTRICT NO. 246**  
**Facilities and Capital Projects**  
**1001 Circle Street**  
**Wenatchee, WA 98801**

**AGREEMENT**

Made this the 13th day of June, 2017 between the Wenatchee School District (the Owner), and Goodfellow Bros., Inc. (the Contractor). As referred to in subsequent Articles of this contract, the Owner's representative shall be the Director of Facilities and Capital Projects, 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.

Drawings and Specifications as listed:

- Recreation Park Hitting Facility Bid Set Construction Documents developed by Zervas Architects / SLA Landscape Architecture dated April 27, 2017.
- Recreation Park Hitting Facility Bid Set Project Manual developed by Zervas Architects / SLA Landscape Architecture dated April 27, 2017.
- Addendum #1 dated May 15, 2017 (9 pages)
- Addendum #2 dated May 22, 2017 (3 pages)

**Article 2 - The Work**

**LOCATION:**

Recreation Park Hitting Facility  
935 Orondo Avenue  
Wenatchee, WA 98801

Contractor agrees to provide all labor and materials to complete the civil construction per cost proposal dated May 24, 2017 (includes pricing clarifications), per the Construction Documents, and all Addenda.

All construction work can occur during school days, behind safety fencing and with close coordination of activities with the school administration to preserve maximum safety of staff and students.

### Article 3 - Time of Commencement and Completion

The work to be performed under this Contract shall commence upon signature of this contract by all parties, as directed by the Wenatchee School District Facilities and Capital Projects Director with substantial completion by no later than November 30, 2017, with final completion by December 17, 2017.

### 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:

Total Lump Sum Price	Base Bid:	<b>\$ 67,950.00</b>
Washington State Sales Tax @ 8.4%		<b>\$ 5,707.80</b>
<b>TOTAL CONTRACT PRICE</b>		<b>\$ 73,657.80</b>

**Seventy-Three Thousand, Six Hundred Fifty-Seven and 80/100 Dollars**

### Article 5 - Payments

Upon completion of the Project and acceptance by the Director, Facilities and Capital Projects, 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. Payments for materials will only be made for those materials that have been delivered and stored on site.

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 6 – Key loan

The District shall sign out to the Contractor keys and temporary alarm codes as necessary for the project for use during construction. No payment will be released until all keys are returned to the District Maintenance and Operations Supervisor or designee.

### Article 7 - 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, The Contractor shall deliver a Payment & Performance

Bond to the District as required by RCW 39.08.010, conditioned that the Contractor shall faithfully perform all the Provisions of this Contract and pay all laborers, mechanics and sub-contractors and materialmen, 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 8 - 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 Prevailing Wage 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:

<http://lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wage rates on this project is March 1, 2017.

## Article 9 - 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 10 - Conduct on School Property

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work, including observance all smoking, tobacco, drug, alcohol, parking, safety, weapons, background checks, sexual harassment and other rules governing the conduct of personnel at the Project site.

The Contractor shall ensure that all persons performing the Work comply with the Owner's gun-free and tobacco-free policy, and will not and do not engage in inappropriate conduct or inappropriate contact with students or staff.

Neither the Contractor nor any of its Subcontractors of any tier shall utilize any employee at the site or permit any contact between children and any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction.

## Article 11 - 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.

This Agreement executed the day and year first written above.

### Owner:

Wenatchee School District No. 246  
235 Sunset Avenue  
Wenatchee, WA 98801

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Contractor:

Goodfellow Bros., Inc.  
P.O. Box 598  
Wenatchee, WA 98807-0598

  
\_\_\_\_\_  
Signature

Daniel R. Reisenauer  
\_\_\_\_\_  
Name

Treasurer  
\_\_\_\_\_  
Title

June 7, 2017  
\_\_\_\_\_  
Date



**Goodfellow Bros., Inc. Cost Proposal**  
**for:**  
**Wenatchee Baseball Hitting Facility Civil Construction**  
**May 24, 2017**

<i>On-site Project Improvements</i>					
<b>Section 1 - General Conditions</b>					
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1.1	Mobilization/General Conditions	1	LS	\$9,900.00	\$9,900.00
1.2	Survey	1	LS	\$4,250.00	\$4,250.00
1.3	Testing and Inspection	1	LS	\$2,300.00	\$2,300.00
<b>Section 1 - General Conditions</b>					<b>\$16,450.00</b>
<b>Section 2 - Demo</b>					
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
2.1	Sawcut and Remove Existing AC	2,690	SF	\$1.25	\$3,362.50
2.2	Remove Tree Stumps	10	EA	\$90.00	\$900.00
2.3	Remove Chain-link Fence	400	LF	\$3.00	\$1,200.00
<b>Section 2 - Demo</b>					<b>\$5,462.50</b>
<b>Section 3 - Earthwork and Drainage</b>					
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
3.1	Excavate and Place Fill for New Building Pad	290.0	CY	\$30.25	\$8,772.50
3.2	Place Rock and Fine Grade Pad for Concrete	150	TN	\$39.65	\$5,947.50
3.3	Place Rock for Building Front and Sides (10' Wide)	2,150	SF	\$2.15	\$4,622.50
3.4	Excavate and Backfill Column and Curtain Wall FootingsBased on Current Design	1	LS	\$8,800.00	\$8,800.00
3.5	Install Downspout Connections, Pipe and Infiltration Trench 1B	1	LS	\$2,750.00	\$2,750.00
<b>Section 3 - Earthwork and Drainage</b>					<b>\$30,892.50</b>
<b>Section 4 - Electrical Trenching and Backfill</b>					
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
3.1	Excavate and Backfill Electrical Trench to New Facility	300	LF	\$17.50	\$5,250.00
3.2	Pickup, Deliver, Excavate, Set and Backfill Transformer Vault	1	EA	\$4,320.00	\$4,320.00
3.3	Supply and Install Electrical Pull Box	1	EA	\$2,025.00	\$2,025.00
	Install Protection Bollards	2	EA	\$575.00	\$1,150.00
3.4	Excavate and Backfill Electrical Lateral to Existing Restroom	1	EA	\$1,235.00	\$1,235.00
3.4	Tie-In Water at Existing Restroom	1	EA	\$1,165.00	\$1,165.00
<b>Section 4 - Electrical Trenching and Backfill</b>					<b>\$15,145.00</b>
<b>On-site Summary</b>					
<b>Section 1 - General Conditions</b>					<b>\$16,450.00</b>
<b>Section 2 - Demo</b>					<b>\$5,462.50</b>
<b>Section 3 - Earthwork and Drainage</b>					<b>\$30,892.50</b>
<b>Section 4 - Electrical Trenching and Backfill</b>					<b>\$15,145.00</b>
<b>Total - Section 1 Through Section 4</b>					<b>\$67,950.00</b>
<b>Total On-Site Construction Without Taxes</b>					<b>\$67,950</b>

## **Wenatchee Baseball Hitting Facility** **Pricing Clarifications**

### **GENERAL CLARIFICATIONS:**

#### **Inclusions and Clarifications:**

- We include the pricing for all items shown on our cost proposal and as clarified below.
- We include material proctors, compaction testing and inspections for our work only.
- We have included survey costs to build the pad to the elevations consistent with those agreed to by both parties that best match the existing restroom facility.
- We include the removal and disposal of the existing trees that have been previously cut along the north side of the chain link fence.
- We include the removal and disposal of the existing chain link fence along the north side of the existing asphalt hitting facility location.
- We include the removal and disposal of the existing asphalt to include the building footprint and the required footing perimeters as currently designed. We have added an additional 10' beyond the building footprint. We include the prep work for paving and the paving to be by others and is not included in our prices.
- We include excavation to the approximate subgrade elevation of 797.50' to allow for 6" of crushed surfacing base course and a 6" reinforced concrete slab which will leave the finished floor elevation at approximately 798.50'. We will verify the final elevations and excavation depth prior to the start of work and will be agreed on by both parties.
- We include the placement and grading of crushed surfacing base course within the building pad footprint and to 5' beyond the building perimeter for final paving by others.
- We have included the installation of downspout connections at the NE and NW corners of the building and 15' of 4" pvc pipe to the infiltration basin that is 3'(w) x 2' (d) x 84" (l) and includes the placement of the drain rock envelope and perimeter apron as show on detail 1B on Drawing Sheet C1.0.
- We include the excavation and backfill for approximately 300' of electrical trench extending from the building to the terminal cabinet as shown on Drawing Sheet E1.00. The trench is assumed at approximately 3.5' d x 4' w and we include backfilling with select backfill from the onsite excavation as shown on detail 4 on Drawing Sheet E4.00.
- We include the pickup and delivery of the electrical transformer vault from the CCPUD as well as the excavation, unloading and setting of the vault onsite. We assume CCPUD to load the vault on our trailer for pickup.
- We included the purchase and installation of the electrical pull box as called out on note 5 of Drawing Sheet E1.00.
- We include the installation of 2 each protection bollards as shown on detail 3 of Drawing Sheet E1.00.

P.O. Box 598, Wenatchee, WA 98807  
1407 Walla Walla Ave., Wenatchee, WA 98801  
P 509 \ 662 \ 7111 | F 509 \ 662 \ 2621  
CL# GOODFB\*370N0 ■ Equal Opportunity Employer

GOODFELLOWBROS.COM

- We assume using water that is available on site for compaction and dust control at not addition cost to Goodfellow Bros., Inc.
- We include all cleanup for our work.
- Goodfellow Bros., Inc. is signatory to the operators and laborers unions and our prices include union labor wages.

**Exclusions:**

- We did not include any relocation of existing utilities.
- We do not include the purchase or installation of electrical or communications conduits.
- We do not include the import of select fill as we assume it is available onsite for use as electrical trench bedding and backfill.
- We do not include any asphalt paving.
- We do not include any seeding or landscaping.
- We do not include the installation of any new or existing fence.
- We do not include sales tax in our prices.
- We do not include any engineering and fees.
- We do not include project permits and fees required for the project.
- We do not include any overtime or acceleration costs.
- We do not include payment and performance bonds.

If you have any questions or would like additional information please feel free to contact me at your convenience.

Thank You,

Ron Jordan  
Senior Manager



1407 N. Walla Walla Ave.  
Wenatchee, WA 98801  
O 509.662.7111 | M 509.669.4456 | F 509.662.2621  
[www.goodfellowbros.com](http://www.goodfellowbros.com)

*Our Mission: To be the contractor of choice by our Clients,  
Employees and the Communities in which we live and work*

Goodfellow Bros., Inc. is an Equal Opportunity Employer

P.O. Box 598, Wenatchee, WA 98807  
1407 Walla Walla Ave., Wenatchee, WA 98801  
P 509 \ 662 \ 7111 | F 509 \ 662 \ 2621  
CL# GOODFB\*370N0 ■ Equal Opportunity Employer  
GOODFELLOWBROS.COM



Dear Wenatchee School District Staff Members,

We stood before you on opening day last August and committed to creating a new culture in the Wenatchee School District - a culture of “we.” We set out to create better ways to listen and collaborate to help all district employees do their best work on behalf of students. We fulfilled this commitment to you by:

- Creating a District Learning Team structure that allowed for regular and deep labor - management discussions about issues and topics that matter. The team attended two labor-management conferences together;
- Completing “Listening & Learning Tours” in five buildings and processing hundreds of comments;
- Creating a District Learning & Teaching Improvement Team that brought together labor - management groups around assessments, elementary report cards, and K-12 international language vertical alignment. These discussions sparked their own committees to take the work even further next year. This structure worked so well we are expanding it to include operational departments and all bargaining groups. It will now be called the Focused Improvement Team, or FIT;
- Bringing back annual LIT training for all buildings in the district, and conducting an updated LIT survey with all staff members. This information will be used by LITs to improve their practice, and to improve future LIT trainings;
- Creating the Communications HUB to enable all staff to participate in district discussions and initiatives that impact their work.

The overarching themes we heard from you are that you feel supported by your colleagues and administrators, that you benefit from good curriculum and collaboration, and that the culture this creates makes you happy and supports you in your work. What gets in your way is managing student misbehavior, the amount of assessments you are asked to give, and student attendance. This feedback does, and will continue to inform our work as a district moving forward.

As a result of our listening together this year, additional staffing has been added to



serve student needs. Work has also been initiated to consider the best support models to address students' mental and emotional well-being, and to explore options for creating daily collaboration time for teachers while maintaining a well-rounded experience for students.

Research proves that authentic collaboration between labor unions and management results in better outcomes for students, which is our goal.

We are grateful for the tremendous support you have provided to this effort and the improvements it has made possible. We hope we can continue to rely on you, because we are just getting started.

Thank you for a great year,

Brian Fones and Kris Cameron