

# Wenatchee School District Board of Directors



## WSD Regular Board Meeting

April 11, 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 3/28/17	Action 1+
Personnel Report	Action 2+
Vouchers	Action 3+
Contracts	Action 4+
Surplus Report	Action 5+
Policy 2 <sup>nd</sup> Reading: Policy #'s 3416, 3418, 6620	Action 6+
<b>III. CITIZEN COMMENTS:</b>	<b>03 Min</b>
<b>IV. HIGH SCHOOL ASB REPORTS:</b>	Information <b>10 Min</b>
<b>VI. WENATCHEE LEARNS STRATEGIES:</b>	<b>100 Min</b>
<b><i>Strategy Three – Use Best Tools &amp; Resources to Advance Learning</i></b>	
<i>Objective 3.2 Blended Learning Environments:</i>	
WSD Library Update:	Information 40 min
Jodi Smith Payne, Assistant Supt. L&T & Sarah Hanchey, Curriculum Dir. & Ron Brown, Instructional Technology/Assessment Director, & Librarians	
<b><i>Strategy One – Design the Personalized Learning of the Future</i></b>	
<i>Objective 1.4: Positive &amp; Safe Learning Environment:</i>	
WSD Nursing Update:	Information 40 min
Mark Helm, Executive Dir. of Student Services & WSD Nurses	
<i>Objective 3.4: Facilities that Optimize Learning:</i>	
1) WLK Change Order #7	Action 05 min
2) Chelan Co. PUD Easement	Action 05 min
Gregg Herkenrath, Facilities Director	
3) Real Estate Purchase & Sale Agreement	Action 10 min
Brian Flonex, Superintendent	
<b>VII. BOARD COMMUNICATION</b>	<b>05 Min</b>
<b>VIII. SUPERINTENDENT'S REPORT</b>	
<b>IX. ADJOURNMENT</b>	<b>05 Min</b>
<b>X. CLOSED SESSION</b>	



# CONSENT AGENDA

---



# Wenatchee School District Special Board Meeting

Minutes of March 28<sup>th</sup>, 2017  
WSD District Office

Board Members	Staff Present
---------------	---------------

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 6:00 p.m., with the Pledge of Allegiance.

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

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

**SECONDED:** By Jennifer Talbot  
**PASSED UNANIMOUSLY**

**Consent Agenda included:**

**MINUTES:** 3/13/17 Special. Bd. Mtg.

**PERSONNEL REPORT PREPARED BY:**

Lisa Turner, HR Executive Director: March 28, 2017 personnel report: on file

**PAYROLL PREPARED BY:**

Tami Hubensack, Director of Payroll: **\$6,334,055.04**

**VOUCHERS & CONTRACTS PREPARED BY:**

Karen Walters, Director of Accounting –March 29, 2017  
General Fund

Check numbers 590065 through 590336 totaling \$572,804.12

Capital Projects Fund

Check numbers 590337 through 590345 totaling \$73,393.83

Associated Student Body Fund

Check numbers 590346 through 590407 totaling \$44,124.45

**II. Consent Agenda**

**1) Minutes**

**2) Personnel Report**

**3) Vouchers/Payroll**

**4) Contracts**

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?
03/15/17	New	No	Developing Minds	Marcia Tate 1 day workshop for classified staff	\$8,000	11/3/17	Lisa Turner	Yes	Yes
					<b>Budget Code</b> Title II				
03/15/17	New	No	Lake WA Institute of Technology Allied Health Occupational . . . . .	Student Teaching	N/A	4/3/17 - 4/2/22	Lisa Turner	Yes	No
					<b>Budget Code</b> N/A				
03/03/17	New	No	LNG Construction, LLC	WVTSC - Install acoustical ceiling in new classroom	\$2,337	Upon Approval thru 6/30/17	Gregg Herkenrath	Yes	Yes
					<b>Budget Code</b> 4500 22 7099 300				
03/08/17	New	No	Central WA University	GEAR UP/MOSIAC	\$25,000 credit	9/2/16 - 9/25/17	Bill Eagle	Yes	No
					<b>Budget Code</b> N/A				
03/03/17	New	No	Inland Fire Protection, Inc.	WVTSC - Extend the wet fire sprinkler coverage to new auto shop classroom	\$1,623	Upon Approval thru 6/30/17	Gregg Herkenrath	Yes	Yes
					<b>Budget Code</b> 4500 22 7099 300				

03/09/17	Renewal	Chelan-Douglas Child Services Association (CDCSA)	The Wenatchee School District provides evaluation, IEP development, and related services to qualified students in our school district who are served by Chelan-Douglas Child Services Association	No cost Budget Code	October 1, 2016 through September 30, 2017	Trisha Craig I have read this contract and recommend it for board approval. Initial Date	No	
03/17/17	Renewal	North Central Educational Services District (NCESD)	To renew the Special Education In-Service Cooperative for the 2017-18 school year	\$6,500 Budget Code 31 2100 287098 000	8/30/17 through 6/15/19	Trisha Craig I have read this contract and recommend it for board approval. Initial 3-20-17 Date	Yes	
03/13/17	NEW	RENT ME STORAGE, LLC	2017 FASTPITCH SEASON MONTHLY RENTAL STORAGE SHED USE AT WALLA WALLA PARK	\$539 Budget Code 402-2208	3/15/17-5/31/17	JIM BEESON I have read this contract and recommend it for board approval. Initial 3/13/17 Date	YES	This is decided at the district office.
03/20/17	Renewal - Done Online	USA Football	Provide Required Football Training	\$10 Per Coach Budget Code 0100 28 7000 000	High School & Middle School Football Season	Jim Beeson I have read this contract and recommend it for board approval. Initial 3/17/17 Date		Yes

5) Surplus Report

6) Policies – 2<sup>nd</sup> Reading

7) Camps

III. Recognitions

IV. ASB Reports

**SURPLUS REPORT PREPARED BY:**

Karen Walters, Director of Accounting; On File  
None

WHS Girls Basketball Camp

Washington State Retired School Employees Appreciation Month Superintendent honored the WA state retired school employees who were present by welcoming them, reading Governor Inslee’s proclamation and presenting them with certificates of appreciation. Those present were; Mary Perkins, Denise Perkins, Sharon Salley & Kriss Crilly.

WHS: ASB Treasurer, Zach Pope gave an update on the following activities.

- March Madness Food Drive Success – over 2200 items
- Spirit Week Celebrations
- Disney Visit and Free Concert tomorrow and Award Ceremony
- Mr. Panther coming up on May 11<sup>th</sup>
- ASB Elections are going on, he gave the names of the finalists
- Soccer schedule – 4 wins and 1 tie
- Unified Basketball last week assembly, a lot of fun
- International Thespians Drama Club Report– First inducted (11) new members
- Spring Break is next week

WSHS: None

V. Field Trips

Jodi Smith Payne, Assist. Supt. L&T and the advisors were present to ask for approval of the out of state and overnight field trips. The middle school and high school Robotic clubs attended and the students shared their experiences. They also shared a VEX Competition video about their competition coming up and the HS team shared a robot they made for the international competition.

Printed By: Angie Knudtson  
Date: 3/22/17

Requesting Location	Trip Number	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	2319	06/26/2017 08:00:00 AM - 06/30/2017 04:00:00 PM	4450 Blakely Ave NE, Bainbridge Island, WA 98110, USA	Lorena Pulido - Bill Eagle will be at Board Mtg	Migrant students from OMS, PIO, FMS	Explore science, critical thinking, team building, and art. During the week at IslandWood, students will explore the forest and wetlands, conduct scientific investigations in nature, and practice real world techniques for math and English language study.	2	10	\$ 2,927.29	Migrant
212.3 Foothills Middle School - SOAR/MIGRANT	2233	04/21/2017 03:00:00 PM - 04/26/2017 04:00:00 PM	Kentucky Expo Center 937 Phillips Ln Louisville KY	Jessica Lara	VEX Robotics Team	To compete for the VEX Robotics World Title	2	4	\$ -	SOAR - NLA
402 Wenatchee High School	2161	05/20/2017 10:00:00 AM - 05/21/2017 08:00:00 PM	Spokane Lilac Festival Spokane WA	Jim Kovach	WHS GA Band	March in Spokane Lilac Parade, reward of afternoon at Silverwood for year's work	10	100	\$ 2,900.77	WHS - OTHER NOT LISTED
402.4 Wenatchee High School - MOSAIC/MIGRANT	2314	06/25/2017 08:30:00 AM - 07/01/2017 05:30:00 PM	Pullman, Wa	Lorena Pulido - Bill Eagle will be at Board Mtg	Qualified Migrant Students	Dare to Dream: Specifically designed for 8th and 9th grade migrant students. Event Overview: Team building activities, explore their leadership potential, plan for high school and learn about local graduation requirements and offerings, explore careers, develop a personal statement and build their own support network.  Math or Science Academic Academies - designed form 10th and 11th grade migrant students. Event overview: explore the wondrous world of math or science, strengthen their current math and science knowledge, and learn about math and science careers and job opportunities.	2	6	\$ -	OO No Funding Needed

Diana Sanchez, HS, and Jessica Lara, MS, represented the Robotics clubs.

Jim Kovah represented the WHS GA Band, Thera Judd represented the WHS WAHSET Equestrian Team, and Bill Eagle represented the Migrant SOAR/MOSAIC field trips.

Wenatchee School										
Out of District/Overnight & Out of State Field Trip Requests for Board Approval March 28, 2017										
Requesting Location	Trip Number	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	2313	06/18/2017 08:30:00 AM - 06/25/2017 05:30:00 PM	Pullman, WA 99163, USA	Lorena Pulido - Bill Eagle will be at Board Mtg	Qualified Migrant Students	Dare to Dream: Specifically designed for 8th and 9th grade migrant students. Event Overview: Team building activities, explore their leadership potential, plan for high school and learn about local graduation requirements and offerings, explore careers, develop a personal statement and build their own support network.  Math or Science Academic Academies - designed form 10th and 11th grade migrant students. Event overview: explore the wondrous world of math or science, strengthen their current math and science knowledge, and learn about math and science careers and job opportunities.	3	9	\$ -	00 No Funding Needed
402.4 Wenatchee High School - MOSAIC/MIGRANT	2318	04/18/2017 04:00:00 AM - 04/23/2017 05:00:00 PM	Kentucky Expo Center 937 Phillips Ln Louisville KY	Diana Sanchez	GEAR UP/ROBOTICS	Our students will have the opportunity to compete in the VEX Robotics World Championship, now entering its 10th year. It will bring together the top 1,400 student-led robotics teams from around the world to Louisville, Kentucky, on April 19-25, 2017.	2	7	\$ -	MOSAIC - NLA
402.5 Wenatchee High School - A5B	2194	06/01/2017 07:00:00 AM - 06/04/2017 12:00:00 PM	Deschutes County Fairgrounds 3800 SE Airport Way Redmond, OR	Thera Judd	WHS WAHSET equestrian team is made up of students from WHS, River Academy and EHS.  WHS WAHSET team members: Hope McPhetridge (12) Sierra White (10) Camryn Pike (10) Hannah Fries (10) Kady Dittel (10) Ryanna Layton (10)	Students will be practicing, competing and getting feedback from judges to improve their riding skills.	3	8	\$ -	00 No Funding Needed

Wenatchee School										
Out of District/Overnight & Out of State Field Trip Requests for Board Approval March 28, 2017										
Requesting Location	Trip Number	Dates	Destination	Teacher/Advisor Name	Group Making Trip/Chaperones	Educational Objective	# of Adults	# of Students	Estimated Cost	Funding Source
402.5 Wenatchee High School - A5B	2191	05/10/2017 07:00:00 AM - 05/14/2017 05:00:00 PM	Grant County Fairgrounds 3953 Airway Dr NE Moses Lake WA	Thera Judd	Wenatchee High School WAHSET Equestrian Team which includes students from River Academy and EHS.  WHS WAHSET team members: Hope McPhetridge (12) Sierra White (10) Camryn Pike (10) Hannah Fries (10) Kady Dittel (10) Ryanna Layton (10)	Students will be practicing, performing and getting feedback from judges to improve their riding skills.	3	10	\$ -	00 No Funding Needed

**MOTION MADE:** Jennifer Talbot made the motion to approve all the field trips as presented by Jodi Smith Payne, Assist. Supt., & advisors and students.

**SECONDED:** By Walter Newman

**DISCUSSION: NONE**

## VI. Counseling Update

Wenatchee School District Counselors gave the following presentation and shared a “day in the life of a WSD counselor”, their personal experiences.

Counselors present: Ronda Brender (OMS), Kelli Ottley (OMS/PMS), Jim Bowen (Lincoln) & Aaron MacKenzie (WA), the counselors also represented the high school counselors who were not able to attend.

Presentation covered, summary by Aaron MacKenzie:

- Trauma and Aces
- A moment in the life of a WSD Counselor
- Prevention vs Reaction
- PBIS & our role
- Suggestions and Possible Solutions

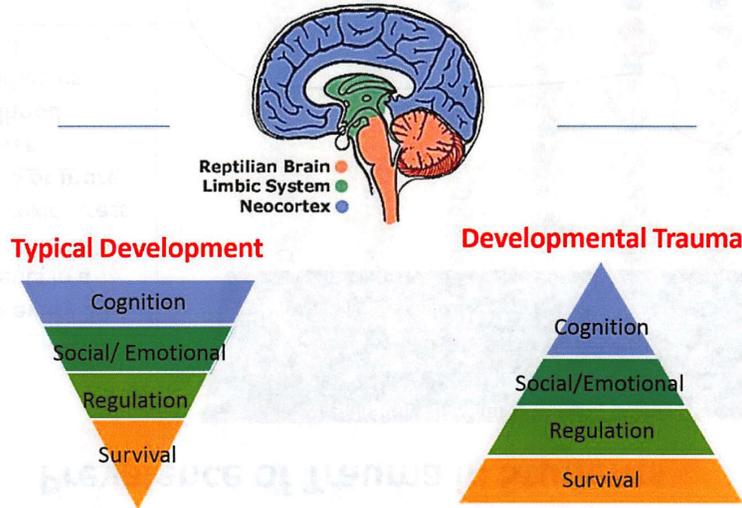
They shared a link to Nadine Burke Harris’ presentation: How childhood trauma affects health across a lifetime.

- Adverse childhood Experiences (ACES) Study – they asked these questions: “During your childhood did you experience”?

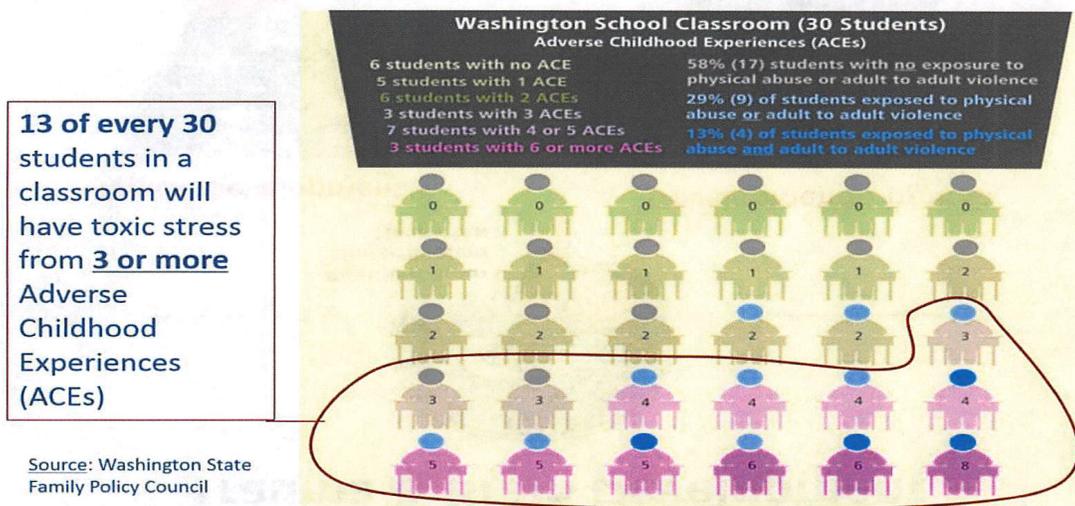
- Emotional, physical or sexual abuse
- Felt “no one loves me”, no family connection
- Basic needs were not met
- Parents separated or divorced
- Witnessed domestic Violence
- Family member had drug or alcohol problems
- Mental illness in the family
- Family member in prison

If a person experiences any of the above it stunts growth in their productive lives, has an impact on their lives in a negative way. The development pyramid switches directions as illustrated below:

## Trauma & Brain Development



## Prevalence of Trauma in Students



## What's Sitting in the Classroom from Trauma



Data from OSPI tells us these statistics:

### Child and Adolescent Mental Health and the Impact on Education

- 20 % of youth ages 13-18 have, or will have, a serious mental illness
- 50% of all lifetime cases of mental illness begin by age 14
  - This is a critical time for the identification and intervention of mental illness
- Currently, the average delay between symptom onset and mental health intervention is 8-10 years
  - Early intervention is vital for improved quality of life
- Nearly 50% of students age 14 and older with a mental illness drop out of high school
  - We need to improve our supports so these kids can succeed in school, career, college and life.
- Of students with both mental health and substance abuse
  - Only 12% will graduate on time
  - 80% will drop out

Discussion points:

- “4-Minutes in the life of each counselor” shared
- Preventative vs. Reactive – discussion
- Counselor’s role in PBIS: moving towards a more preventative approach is a great direction, but we lack adequate personnel/system’s support.
- Elementary Enrollment shared:

Individual students lives were shared with the board. Seven students (anonymous) circumstances were shared, who have trauma in their lives that play out in the classroom. One teacher has all of these students in a kindergarten class and 14 other students to deal with in a day, in addition she has 2 special needs students.

Sunnyslope	296	Debbie Carlson .6 (1.0 in 17-18)
Columbia	435	Liz Detamore
L&C	491	Gioconda Jackson
Newbery	513	James Broome
Lincoln	515	Jim Bowen
Mission View	549	Justin Neilson
Washington	571	Aaron MacKenzie

▪ **Middle School Enrollment:**

Foothills 590	Mark Miller 1.0, Shannon Baker .5
Orchard 432	Ronda Brender 1.0, Kelli Ottley .5
Pioneer 611	Tim Trainer 1.0, Kelli Ottley .5

▪ **High Schools Enrollment:**

**WHS** - Will White, Mary Howie, Doug Taylor, Jean Sherwood, Tonya Luinstra (1.0)

9th - 555
10th - 553
11th - 457
12th - 382
Total = 1,947

**Westside High School** Nancy Snyder .6 Jan Bullock .9

9th -12th - 300
-----------------

- The counselors also shared a letter from teachers at Lincoln Elementary School.
- What they suggested for the high school are more counselors trained in mental health problems.
- MS need more counseling time, qualified personnel in mental health issues
- Elementary need more help, qualified personnel in mental health
- Our counselors only have a little training in these areas, we need licensed mental health practitioners
- CVHC has helped by sending in a psychologist and it has helped a lot, she sees 9 students a day
- Dr. Kristin Callison is also a lot of help, part-time
- PBIS has been positive but requiring much more time of all the counselors to help for behavior plans, we need behavior specialist.

Supt. Flones thanked the counselors for all their work in helping our students. He is working with a group around the state and with legislators to help find solutions. He is planning a meeting in the month to address the biggest priority in our schools.

Discussion session continued on other concerns and suggestions for changes to enable us to handle the workload put on our counselors in the district. The board thanked the counselors for their update and all their efforts in the district.

**VII. Policy & Procedure Update**

Policy	Title	Suggested Action	District Recommendation	Rationale
6620	Special Transportation	Non Essential	FYI	Changing approval from Board to Superintendent or designee
3414P	Infectious Diseases		FYI	
3416	Medication at School	Essential	Approve	Added nasal spray requirements
3418	Response to Student Injury or Illness	Priority	Approve	Title changed and updated with best practices for notification and evaluation.
3418P	Response to Student Injury or Illness Procedure		FYI	

Mark Helm, Director of Student Services presented the above policies and procedures. After a question and answer session it was decided that the policies would go on the consent agenda at the next meeting.

Procedures	Title	WSSDA Action	WSD	Key Changes	Board Decision
2100P NEW	Educational Opportunities for Military Children	ADD	NEW	Adding Procedure	
2024P	Online Learning	Revise	Yes	Ron Brown added to our WSD document to reflect current procedures	

Jodi Smith Payne, Assist. Supt. L&T gave a summary of new Procedure 2100P, Special Transportation. Ron Brown, Dir. of Learning & Teaching Technology and Assessments, explained the changes in Procedure 2024P – Online Learning. Brief question and answer session. These were information items.

**VIII. Facilities Update**

**1) Asset Preservation System (APS):** Mr. Herkenrath, Facilities Director, reported on the ICOS 5-page results on Foothills: Report shows 82.79% which is good/fair.



School Facilities and Organization  
INFORMATION AND CONDITION OF SCHOOLS  
Detailed Condition Assessment by Building  
Reporting Year 2016-2017

**FOOTHILLS MIDDLE SCHOOL - MAIN BUILDING**

Building Details

PROFILE TYPE	Middle/Junior High School - Multi-Story
NUMBER OF FLOORS	1
BOARD ACCEPTANCE DATE	5/23/1994
CHARACTERISTICS	Occupied
ANNUAL REVIEW COMPLETED BY	District

FOOTHILLS MIDDLE SCHOOL - MAIN BUILDING

**This building is required to comply with the Asset Preservation Program**

REPORTING YEAR	APP YEAR	BUILDING CONDITION ASSESSMENT	ANNUAL REVIEW COMPLETED BY	BOARD REPORT PRESENT DATE
2016-2017	22	82.79	District	3/28/2017
2015-2016	21	82.79	District	4/26/2016
2014-2015	20	Not Reviewed	Incomplete	5/27/2014
2013-2014	19	84.49	District	5/14/2013
2012-2013	18	85.71	Consultant	Not Reported
2011-2012	17	Not Reviewed	Incomplete	Not Reported

**The next certified BCA is due: 2019**

Building Inventory

AREA YEAR BUILT	DISTRICT ASSIGNED AREA	GROSS BUILDING SQ FT	GROSS INSTRUCTIONAL SQ FT	SCAP RECOGNIZED SQ FT	ORIGINAL OCCUPANCY DATE	ORIGINAL BOARD ACCEPTANCE DATE
1993	Area 1	84,854	84,854	84,854	9/1/1993	5/23/1994
<b>Building Totals</b>		<b>84,854</b>	<b>84,854</b>	<b>84,854</b>		

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Foundations	Standard Foundation	A1010		90.00% Good
Slabs on Grade	Standard Slabs on Grade	A4010		62.00% Fair
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Condensation		
	<i>Comments:</i>	Deficiency: Moisture in some areas causing problems with finishes		
Water and Gas Mitigation	Building Subdrainage	A6010		30.00% Poor
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Other		

**FOOTHILLS MIDDLE SCHOOL - MAIN BUILDING**

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
<b>Water and Gas Mitigation</b>	<i>Comments:</i>		Deficiency: Underground water causes damp slab and affects flooring	
<b>Superstructure</b>	Floor Construction	B1010		90.00% Good
	Roof Construction	B1020		90.00% Good
	Stairs	B1080		90.00% Good
<b>Exterior Vertical Enclosures</b>	Exterior Walls	B2010		90.00% Good
	Exterior Windows	B2020		90.00% Good
	Exterior Doors and Grilles	B2050		90.00% Good
	Exterior Louvers and Vents	B2070		90.00% Good
<b>Exterior Horizontal Enclosures</b>	Roofing	B3010		90.00% Good
	Roof Appurtenances	B3020		90.00% Good
	Horizontal Openings	B3060		90.00% Good
	Overhead Exterior Enclosures	B3080		90.00% Good
<b>Interior Construction</b>	Interior Partitions	C1010		90.00% Good
	Interior Windows	C1020		62.00% Fair
	Interior Doors	C1030		90.00% Good
	Interior Grilles and Gates	C1040		90.00% Good
	Suspended Ceiling Construction	C1070		90.00% Good
<b>Interior Finishes</b>	Wall Finishes	C2010		62.00% Fair
	<i>Deficiencies:</i>		Cracking, Peeling, Flaking, Warped/Delaminating Finishes	
	<i>Causes:</i>		Other	
	<i>Comments:</i>		Deficiency: Some wall surfacing materials loose, delaminating in certain areas. Sharp corners causing excessive wear.	

<b>Building Components</b>				
SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Interior Finishes	Interior Fabrications	C2020		90.00% Good
	Flooring	C2030		62.00% Fair
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Moisture		
	<i>Comments:</i>	Deficiency: Issues with adhesion of materials		
	Stair Finishes	C2040		90.00% Good
	Ceiling Finishes	C2050		90.00% Good
Conveying	Vertical Conveying Systems	D1010		90.00% Good
Plumbing	Domestic Water Distribution	D2010		30.00% Poor
	<i>Quantity:</i>	1,000.00		
	<i>Unit of Measure:</i>	lineal feet		
	<i>Deficiencies:</i>	Water Leaking		
	<i>Causes:</i>	Excessive Wear		
	<i>Comments:</i>	Location: Above ceilings in common areas and above kitchen. Deficiency: Domestic hot water loop experiences failures at copper elbows.		
	Sanitary Drainage	D2020		90.00% Good
	Building Support Plumbing Systems	D2030		90.00% Good
HVAC	Facility Fuel Systems	D3010		90.00% Good
	Heating Systems	D3020		90.00% Good
	Cooling Systems	D3030		90.00% Good
	Facility HVAC Distribution Systems	D3050		30.00% Poor
	<i>Deficiencies:</i>	Inadequate Water Flow, Other		

**FOOTHILLS MIDDLE SCHOOL - MAIN BUILDING**

<b>Building Components</b>				
SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
HVAC	<i>Causes:</i>	Other		
	<i>Comments:</i>	Deficiency: Coolant circulation system inadequately sized		
	Ventilation	D3060		90.00% Good
Fire Protection	Fire Suppression	D4010		90.00% Good
	Fire Protection Specialties	D4030		90.00% Good
Electrical	Facility Power Generation	D5010		90.00% Good
	Electrical Services and Distribution	D5020		90.00% Good
	General Purpose Electrical Power	D5030		90.00% Good
	Lighting	D5040		90.00% Good
Communications	Data Communications	D6010		100.00% Excellent
	Voice Communications	D6020		100.00% Excellent
	Audio-Video Communications	D6030		90.00% Good
	Distributed Communications and Monitoring	D6060		90.00% Good
Electronic Safety and Security	Access Control and Intrusion Detection	D7010		90.00% Good
	Electronic Surveillance	D7030		100.00% Excellent
	<i>Quantity:</i>	4.00		
	<i>Unit of Measure:</i>	each		
	<i>Year Installed/Replaced:</i>	2014		
	<i>Life Span:</i>	5		
	Detection and Alarm	D7050		62.00% Fair
	<i>Comments:</i>	Deficiency: Does not meet mass notification requirements.		

**FOOTHILLS MIDDLE SCHOOL - MAIN BUILDING**

<b>Building Components</b>				
SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Integrated Automation	Integrated Automation Facility Controls	D8010		62.00% Fair
	<i>Deficiencies:</i>	Sensors Not Working Correctly, Zones Not Working		
	<i>Causes:</i>	Equipment Obsolescence		
	<i>Comments:</i>	Location: Music wing, gym, locker rooms. Deficiency: DDC HVAC control system is experience failures.		
Equipment	Commercial Equipment	E1030		90.00% Good
	Institutional Equipment	E1040		90.00% Good
	Entertainment and Recreational Equipment	E1070		90.00% Good
	Other Equipment	E1090		90.00% Good
Furnishings	Fixed Furnishings	E2010		90.00% Good
	Movable Furnishings	E2050		90.00% Good

**FOOTHILLS MIDDLE SCHOOL - MAIN BUILDING**

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Integrated Automation	Integrated Automation Facility Controls	D8010		62.00% Fair
	<i>Deficiencies:</i>	Sensors Not Working Correctly, Zones Not Working		
	<i>Causes:</i>	Equipment Obsolescence		
	<i>Comments:</i>	Location: Music wing, gym, locker rooms. Deficiency: DDC HVAC control system is experience failures.		
Equipment	Commercial Equipment	E1030		90.00% Good
	Institutional Equipment	E1040		90.00% Good
	Entertainment and Recreational Equipment	E1070		90.00% Good
	Other Equipment	E1090		90.00% Good
Furnishings	Fixed Furnishings	E2010		90.00% Good
	Movable Furnishings	E2050		90.00% Good

- Foothills is all that is left after Lincoln and Washington are finished, then they will be added so April 1<sup>st</sup> we'll have 4 schools on track.
- Asset Preservation Resolution 08-09 reviewed
- 5 or 6 schools inspected by OSPI recently, only shared Pioneer's report but they can see the others if they like
- Pin-hole leak is not in the drinking water, HVAC system is not effected at Pioneer
- Details HVAC plan for the phase II bond
- Outside consultant is hired to come in and look over the reports every 6 years

**2) Chelan Co. Easement Deed:** Mr. Herkenrath asked for approval of the Easement Deed for Mission View Elementary School and Chelan Co. for the sidewalk easement.

This easement deed and temporary construction easement allow Chelan County Public Works to move forward with their South Wenatchee Pedestrian Safety, Phase II project whereby they will use a small strip of land to provide construction and maintenance of county road, curb, gutter and sidewalk at Terminal Street where Mission View Elementary School is located. These documents have been review with not objections by our legal counsel.

Details in Chelan County Letter to WSD:

The Chelan County Public Works Department plans to proceed with County Road Project 694 (CPR694) South Wenatchee Pedestrian Improvements Phase II. As a part of the project, the County needs to acquire a Perpetual Easement on School District property and also acquire a Temporary Construction Easement (TCE) identified on the Right of Way Plan by the Parcel Number listed above for adding sidewalks, ADA curb ramps and marked crosswalks. The person signing this letter is the County's agent in completing this transaction.

In those cases where property rights being acquired involve a payment of less than \$10,000, the County will administratively establish the amount to be offered. This administrative offer is based on market research performed by a certified appraiser having sufficient understanding of the local real estate market. An administrative offer of \$3,200.00 is being made for the School Districts property rights as follows:

- \$1,400.00 for 0.016 acres of Permanent Easement.
- \$140.00 for 0.015 acres of Temporary Construction Easement (TCE).
- \$1,660.00 for site improvements: 600 square feet of lawn, 120 linier feet of irrigation line and 5 sprinklers.

In addition and as a part of County Road Project No. 694 (CRP694), Chelan County will remove 100 feet of 6-foot high Chain Link Fence and install 100 feet of new 6-foot high Chain Link Fence Type 3, per Washington State Department of Transportation Standard plan L-20.10-03 (see attached Standard Plan) installed at the back of the new sidewalk.

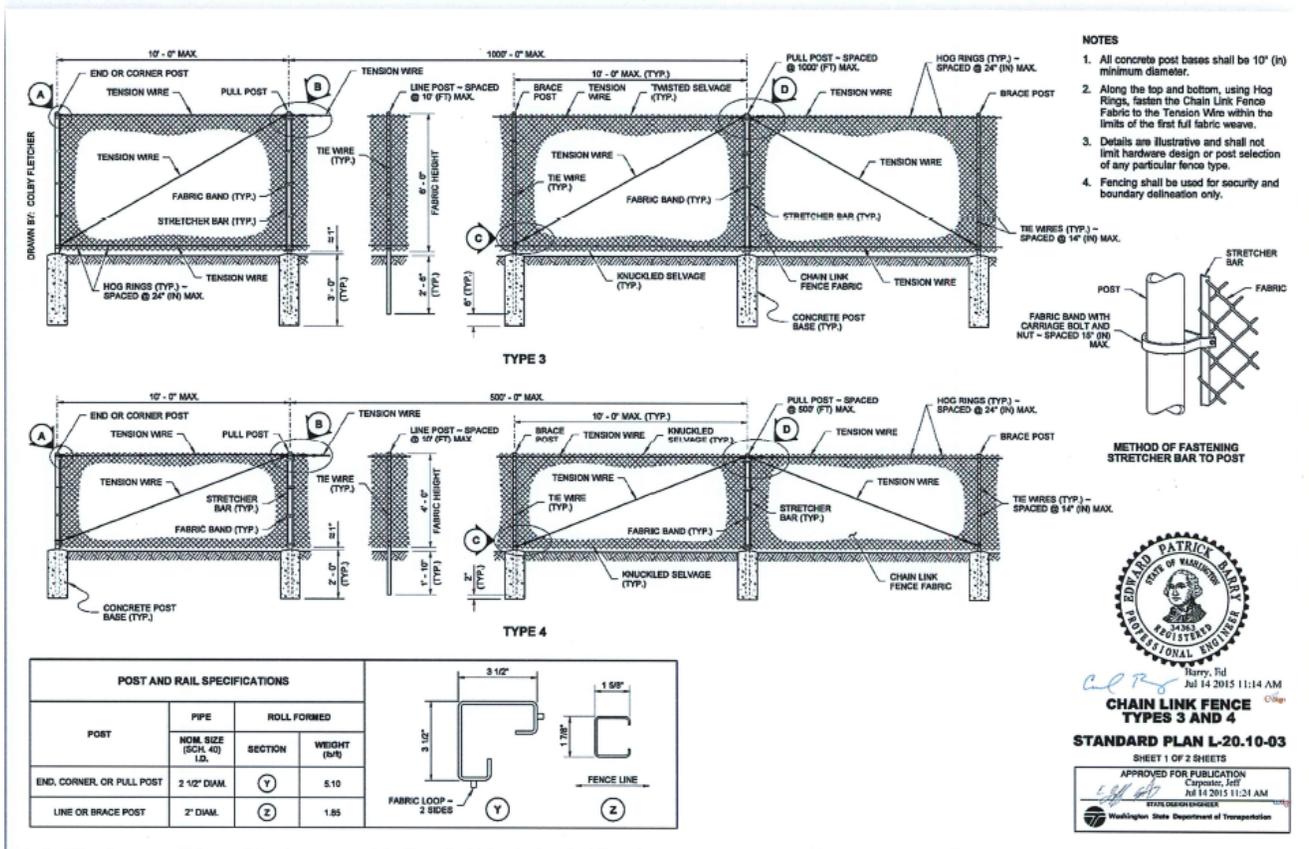
The School District may wish to employ professional services to evaluate the County's offer. If it does so, we suggest that the District employ well-qualified evaluators so that the resulting evaluation report will be useful to the School District in deciding whether to accept the County's offer. The County will reimburse up to \$750.00 of School District evaluation costs upon submission of the bills or paid receipts.

If the District has personal property presently located on the property being acquired by the County that needs to be moved, the County will reimburse the District for the cost of moving it through the Relocation Assistance program.

This offer must be accepted by delivery to the County of the enclosed Easement Deed, Temporary Construction Easement (TCE), W-9 form and Excise Tax Affidavit, as originals fully executed by Wenatchee School District with acknowledgement before a notary public. (Our office has a notary public available.) Acceptance must be delivered to the following address: "Chelan County Public Works Department, Attn: County Surveyor, 316 Washington Street, Suite 402, Wenatchee, Washington 98801".

Payment for School District property and/or property rights will be made available to the District after acceptance of the County's offer. Payment for School District property and/or property rights will be made available to the School District within 45 days after acceptance of the County's offer and will be full compensation all property and property rights acquired by the County, for all damages, and for any improvements acquired. The date on which payment is made available to the School District is called the "payment date." The County will pay filing fees for deeds filed with the County Auditor and real estate excise taxes related to this transaction. On the date the acceptance is received by the County, the County becomes the owner of the property rights purchased and responsible for its control and management.

If the School District decides to reject the County's offer, the County, acting in the public interest, will use its right of eminent domain to acquire the property for public use.



**Document Title:** Easement Deed  
**Grantor(s):** Wenatchee School District No. 246  
**Grantee(s):** Chelan County  
**Legal Description:** A portion of Government Lot 6, Section 14, Township 22 North, Range 20 East of the Willamette Meridian, Chelan County, Washington.

**Assessor's Tax Parcel ID:** 22-20-14-3-2-0550

**MOTION MADE:** Laura R. Jaacks made the motion to approve the Chelan Co. Easement Deed (amended) to include the temporary construction easement and other details outlined in deed as presented by Gregg Herkenrath, Facilities Director.

**SECONDED:** By Claudia De Robles

**DISCUSSION:** NONE

**PASSED:** Unanimously

## IX. Board Communication

- Jennifer Talbot, Board Director, attended the first induction ceremony of the International Thespian Society for WHS. She watched 11 students kick off that new tradition. She also shared details with the board of the many opportunities for these students through this club. A great new addition to the high schools.
- Laura R. Jaecks, Board Vice President, attended the National School Board Association Annual Convention. It was a great experience, and the keynote speakers were very enjoyable and informative. Captain Scott Kelly, USA astronaut, spoke about his struggles in education; his message was to never give up on a student. Arianna Huffington, international celebrity spoke on leadership and the need to change our dynamics about multi-tasking, disconnect from technology, take time for self, and get enough sleep, very informative. Ms. Jaecks will email other interesting presentations and information to the other board members.

## X. Superintendent's Report

- Mariachi Festival this weekend so please let Supt. Floncs know if you need tickets.
- Disney Presentation and Concert tomorrow.

## XI. Meeting Adjournment Into an Executive Session

Board president Robert Scalby read the following statement at 7:35 pm:  
**The school board will enter into executive session in accordance with board policy 1410 and RCW 42.30.110. Section A: To discuss with legal counsel consider the selection of a site or the acquisition of real estate by lease or purchase.**

The meeting is expected to last 45 minutes and no action will be taken.

## XII. Regular Meeting Reopened at 8:05 & Adjourned

Reopened and "No Action" was taken.

**MEETING ADJOURNED** President Robert Scalby adjourned the public meeting at 8:05 pm

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**WENATCHEE SCHOOL DISTRICT NO. 246**  
**April 11, 2017**

**TO:** **BOARD OF EDUCATION**

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

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

**SUBJECT:** PERSONNEL REPORT

**APPOINTMENTS**

We ask the Board to appoint:

Classified:

- Susan Cowlshaw: Elementary Lead Server for 7 hrs/day at WA, effective March 27, 2017;
- Edwin Davidson: Bus Para for 4.25 hrs/day at Transportation, effective March 20, 2017;
- Kendra Macon: Director's Secretary for 8 hrs/day at Food Service, effective March 30, 2017;
- Caitlyn Salgado: Avid Tutor at Multiple Buildings, effective January 31, 2017 through August 30, 2017;
- Randy Sundholm: Groundsman for 8 hrs/day at M&O, effective April 3, 2017 through October 2, 2017;

Certificated

- Kayli Jackson: 0.50 FTE Library Media Specialist at OMS, effective August 30, 2017;
- Erin Pehowski: 0.50 FTE Healthy Living Teacher at OMS, effective August 30, 2017;

**CHANGE OF STATUS**

Classified:

- Katrina Bailey: Change from Sped/Para Ed for 6.25 hrs/day to add After School Staff/Tutor at NBY, effective March 7, 2017 through June 6, 2017;
- Tanya Batman: Change as Sped/ Para Ed for 6.25 hrs/day to 6.75 hrs/day at SS, effective March 13, 2017;
- Bill Bradford: Change as Bus Driver/Fueler for 6.25 hrs/day to 6.5 hrs/day at Transportation, effective March 1, 2017;
- Colleen Clark: Change as Bus Para/ Elementary Server for 6 hrs/day to 6.25 hrs/day at Transportation/ L&C, effective March 1, 2017;
- Shelby Gleason: Change from Para Ed for 3 hrs/day to add After School Staff/ Tutor, effective March 7, 2017 through June 6, 2017;

- Leslie Mallory: Change as Bus Driver for 3.5 hrs/day to 3.75 hrs/day at Transportation, effective March 1, 2017;
- Mark Meloy: Change as Utility Custodian for 8 hrs/day at M&O/PIO/WA to LNC, effective April 3, 2017;
- Sandy Morrison: Change from Bus Driver/ Production Assistant for 6.5 hrs/day to 6.75 hrs/day at Transportation/PIO, effective March 1, 2017;
- Carolyn Paule: Change from Sped Para Ed for 6 hrs/day to Sped Para Ed/ Bus Para for 7.5 hrs/day at WHS/Transportation, effective March 20, 2017;
- Carmen Peyton: Change from Sped/Para Ed for 6.5 hrs/day to add After School Staff/Tutor, effective March 7, 2017 through June 6, 2017;
- Pedro Pulido: Change as Bus Driver for 6.75 hrs/day to 7.3 hrs/day at Transportation, effective March 1, 2017;
- David Pritchard: Change as Utility Custodian for 8 hrs/day at LNC to OMS, effective March 20, 2017;
- John Rayfield: Change as Bus Driver for 6.85 hrs/day to 7.15 hrs/day at Transportation, effective March 1, 2017;
- Lisa Rose: Change from Bus Driver for 8 hrs/day to Temporary Secretary/Bus Para for 6 hrs/day at Transportation, effective March 21, 2017 through April 17, 2017;
- Brandi Smith: Change from Sped/Para Ed to add After School Staff/Tutor, effective March 7, 2017 through June 6, 2017;
- Ashle Strickland: Change as Bus Driver for 4.5 hrs/day to 5.2 hrs/day at Transportation, effective March 1, 2017;
- Laura Turner: Change as Sped Para Ed for 6 hrs/day at WHS to LNC, effective March 23, 2017

#### Certificated

- Kim Crown: Change as 1.0 FTE PE Specialist at WA/NBY/MV/L&C to WA, effective August 30, 2017;
- Marta Guerrero: Change from 1.0 FTE 4th Grade Teacher to 2nd Grade Teacher at LNC, effective August 30, 2017;
- Elizabeth Kazemba: Change from Sped Para Ed for 6 hrs/day at WA to 1.0 FTE Sped Teacher at COL, effective August 30, 2017;
- Daniz Lopez: Change from 1.0 FTE 4th Grade Teacher to 2nd Grade Teacher at L&C, effective August 30, 2017;
- Eva Martinez: Change from 1.0 FTE 4th Grade Teacher to 2nd Grade Teacher at L&C, effective August 30, 2017;
- Brooke Riggan: Change as 1.0 FTE 2nd Grade Teacher to add After School Staff/Teacher, effective February 15, 2017 through June 6, 2017;

#### LEAVE OF ABSENCE

The following employees have requested a Leave of Absence:

Classified:

- Leanne Branam: Leave as Assistant Athletic Director for 8 hrs/day at WHS, effective March 20, 2017 through May 5, 2017 and intermittent leave, effective May 8, 2017 June 20, 2017;;
- James Cates: Leave as Utility Custodian for 8 hrs/day at L&C, effective March 21, 2017 through April 11, 2017;
- Jacylyn Flones: Extended Leave as Satellite Production for 8 hrs/day at FMS, effective March 27, 2017 through June 9, 2017;
- Robert Leishman: Extended Leave as Elementary Lead Custodian for 1 hrs/day at LNC, effective March 17, 2017 through April 7 2017;
- Tami Long: Extended Leave as Elementary Lead Server for 4 hrs/day at L&C, effective March 15, 2017 through May 15, 2017;
- Lisa Rose: Leave as Bus Driver for 2 hrs/day at Transportation, effective March 21, 2017 through April 17, 2017;

Certificated:

- Dahlia Avila: Leave as 1.0 FTE 4th Grade Teacher at COL, effective August 30, 2017 through June 15, 2018;
- Mary Berdine: Extended Leave as 1.0 FTE 1st Grade Teacher at MV, effective March 13, 2017 through March 17, 2017;
- Kim Cuevas: Leave as 1.0 FTE Intervention Specialist at COL, effective August 30, 2017 through June 15, 2018;
- Abbie Estep: Leave as 1.0 FTE Math Teacher at PIO, effective October 10, 2017 through March 12, 2018;
- Rebecca Heffron: Leave as 1.0 FTE 3rd Grade Teacher at COL, effective January 1, 2018 through June 15, 2018;
- Ginger Nunez: Leave as 1.0 FTE 3rd Grade Teacher at L&C, effective April 24, 2017 through June 9, 2017;
- Melanie Wallace: Extended Leave as 1.0 FTE Nurse at WSHS/VAL/PIO/LNC, effective March 22, 2017 through March 27, 2017;

**RETURN FROM LEAVE OF ABSENCE**Classified:

- Miriam Duenas: Return as Para Ed for 6 hrs/day at WA, effective August 30, 2017;
- Anthony Garcia: Return as Sped Para Ed for 6 hrs/day at WHS/WSHS, effective August 30, 2017;
- Robert Leishman: Return as Elementary Lead Custodian for 8 hrs/day at LNC, effective April 10, 2017;
- Shawn Osborn: Partial return as Events Custodian for 4 hrs/day at WHS effective March 24, 2017 through March 28, 2017 and return for 8 hrs/day at WHS effective March 29, 2017;

- Les Scott: Return as Temporary Utility Custodian for 8 hrs/day at FMS, effective April 3, 2017 through April 30, 2017;
- Tamera Walters: Partial Return as HS ASB Secretary for 4 hrs/day at WHS, effective March 13, 2017 through March 24, 2017 and return for 8 hrs/day at WHS effective March 27, 2017;

Certificated:

- Mary Berdine: Return as 1.0 FTE 1st Grade Teacher at MV, effective March 20, 2017;
- Robert Garretson: Return as 1.0 FTE Science Teacher at WHS, effective March 22, 2017;
- Tye Goodrich: Return as 1.0 FTE 8th Grade Core Teacher at PIO, effective April 10, 2017;
- Betsy Hannah: Return as 1.0 FTE Kindergarten Teacher at WA, effective April 10, 2017;
- Tanya Iwaasa: Return as 1.0 FTE Music Teacher at LNC, effective March 29, 2017;
- Julie Middleton-Duran: Return as 1.0 FTE 8th Grade Teacher at OMS, effective April 10, 2017;

**RESIGNATION**

Classified:

- Karyn Pierre-Louis: Resign as ASP Activity Instructor for 2.5 hrs/day at Multiple Buildings, effective March 6, 2017;
- Kimberly Ramirez: Resign as ASP Staff/Tutor for 3 hrs/day at PIO, effective February 1, 2017;

Certificated:

- Rudy Joya: Resign as 1.0 FTE Math/I.S. Core Success/ 9th Grade Pre Algebra Teacher at WHS, effective June 13, 2017;

**RETIREMENT**

Classified:

- Joseph Martinez: Retire as Utility Custodian for 8 hrs/day at NBY, effective June 30, 2017;
- Dennis Swanson: Retire as Lead Custodian for 8 hrs/day at MV, effective June 30, 2017;

**RESIGNATION OF SUPPLEMENTAL ASSIGNMENTS FOR THE 16-17 SCHOOL YEAR:**

John Newbery Elementary

Ingrid Brooks

Team Leader-3rd Grade

**SUPPLEMENTAL ASSIGNMENTS FOR THE 16-17 SCHOOL YEAR****John Newbery Elementary**

Debbie Crollard

Robert Schott

Team Leader-3rd Grade  
Track**Foothills Middle School**

Kevin Reister

Tracie Sleeper

Jill Thayer

Rick Williams

Head Girls Soccer  
Drill Team  
Head Girls Track  
Assistant Boys Soccer**Orchard Middle School**

Rachel Lippert

Scott Moses

Luis Perez

Kevin Van Wagner

Assistant Track  
Assistant Girls Soccer  
Head Boys Soccer  
Head Girls Track**Pioneer Middle School**

Cindy Murie

Julie Parker

Gabriela Rolon

Assistant Track  
0.5 Drill Team  
0.5 Drill Team**RESIGNATION OF SUPPLEMENTAL ASSIGNMENTS FOR THE  
17-18 SCHOOL YEAR:****Sunnyslope Elementary**

Kelly Jansen

Webmaster

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

Deanne Eriksen

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 590481 through 590695 totaling \$426,167.16

Capital Projects Fund

Check numbers 590696 through 590702 totaling \$236,606.32

Associated Student Body Fund

Check numbers 590703 through 590746 totaling \$44,394.88

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.

---

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 April 11, 2017, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$707,168.36. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
Warrant Numbers 590481 through 590746, totaling \$707,168.36

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

Check Nbr	Vendor Name	Check Date	Check Amount
590481	* DEPT OF RETIREMENT SYS	04/12/2017	334.09
590482	A & A MOTORCOACH	04/12/2017	6,830.00
590483	AG SUPPLY COMPANY	04/12/2017	232.48
590484	AGUILAR, RAFAEL	04/12/2017	368.00
590485	ALL PRO GLASS	04/12/2017	249.32
590486	AMER PRINTING HOUSE FOR THE BL	04/12/2017	162.00
590487	AMERICAN PRODUCE EXPRESS, LLC	04/12/2017	1,653.68
590488	AMERIGAS	04/12/2017	839.00
590489	ANAYA, JENNIFER G	04/12/2017	52.00
590490	APPLE COMPUTER INC	04/12/2017	6,842.91
590491	APPLETON, THEA CHRISTINE	04/12/2017	84.76
590492	ARCHIVESOCIAL INC	04/12/2017	1,995.00
590493	AVALON MUSIC INC	04/12/2017	368.03
590494	B & H PHOTO & VIDEO	04/12/2017	89.85
590495	BAILEY, MARLA R	04/12/2017	58.38
590496	BAKKE, DEANNA M	04/12/2017	40.78
590497	BATTERY SYSTEMS	04/12/2017	182.52
590498	BAY, JULIE L	04/12/2017	17.98
590499	BERGER, THERESA	04/12/2017	28.86
590500	BIRKS, RAY R	04/12/2017	203.50
590501	BLANKENSHIP, TRINA M	04/12/2017	10.70
590502	BONNIWELL, LAURIE L	04/12/2017	113.00
590503	BROWN, RONALD EDWARD	04/12/2017	2,392.40
590504	BROWN, TAUNYA C	04/12/2017	62.63
590505	BRYSON SALES & SERVICE	04/12/2017	2,276.12
590506	BUTCHERITE, JENNIFER RUTH	04/12/2017	85.15
590507	C.E.M LIFTS LLC	04/12/2017	570.00
590508	CAEMMERER, ADELE L	04/12/2017	181.67
590509	CAMPBELL, MARILEE	04/12/2017	184.31
590510	CAMPBELL, TIMOTHY J	04/12/2017	280.50
590511	CARLSON, DEBORAH LOUISE	04/12/2017	250.00
590512	CASCADE NATURAL GAS CORP	04/12/2017	20,190.84
590513	CHINOOK MUSIC SERVICE INC	04/12/2017	2,872.95

Check Nbr	Vendor Name	Check Date	Check Amount
590514	CINTAS CORPORATION	04/12/2017	673.90
590515	CITY TREASURER	04/12/2017	17,371.57
590516	COASTAL FARM AND HOME SUPPLY	04/12/2017	1,528.84
590517	COLEMAN OIL	04/12/2017	6,583.86
590518	COLUMBIA RIVER STEEL SUPPLY	04/12/2017	204.35
590519	COMMERCIAL PRINTING INC	04/12/2017	183.77
590520	CONSOLIDATED ELECTRICAL DISTRI	04/12/2017	78.11
590521	COPPOCK, VICKI	04/12/2017	61.50
590522	CRAIL, HEATHER DAWN	04/12/2017	140.17
590523	CREEK, DARTH PIERSON	04/12/2017	62.00
590524	CROWN, KIMBERLY SUSAN	04/12/2017	18.19
590525	CUMMINS INC	04/12/2017	316.34
590526	DANFORTH, MAURA G	04/12/2017	21.39
590527	DEPENDABLE DOOR OF WEN LLC	04/12/2017	634.14
590528	DEPERSIO, PAMELA B	04/12/2017	140.25
590529	DETWILER, TAMERA G	04/12/2017	53.63
590530	DEVEREAUX, JENNIFER L	04/12/2017	116.20
590531	DEVEREAUX, PATRICIA L	04/12/2017	223.29
590532	DEVORA, DIANA	04/12/2017	279.90
590533	DIETRICH, JOSEPH M	04/12/2017	115.56
590534	DIETRICH, SARA IRENE	04/12/2017	64.00
590535	DILLEY, AMY M	04/12/2017	28.00
590536	DISCOUNT TIRE	04/12/2017	196.13
590537	DON SANGSTER MOTORS INC	04/12/2017	197.20
590538	DOOR TECH INC.	04/12/2017	1,470.44
590539	EQUAL OPPORTUNITY SCHOOLS	04/12/2017	326.81
590540	ERHO, OLGA N	04/12/2017	16.97
590541	ERICKSON, DEANNE M	04/12/2017	85.77
590542	ESCHWIG, LISA	04/12/2017	35.04
590543	ESD 112	04/12/2017	1,130.00
590544	EVITT, AMY S	04/12/2017	91.00
590545	FAILURE FREE READING	04/12/2017	960.00
590546	FASTENAL COMPANY	04/12/2017	229.98
590547	FILEWAVE (USA) INC	04/12/2017	1,813.53
590548	FMS IMPREST FUND	04/12/2017	38.50
590549	FOLLETT SCHOOL SOLUTIONS, INC	04/12/2017	26,191.49
590550	FOOD SERVICE OF AMERICA	04/12/2017	21,066.54
590551	FOSTER PEPPER PLLC	04/12/2017	1,224.50
590552	FRANZ FAMILY BAKERIES	04/12/2017	830.76
590553	FRED MEYER CUSTOMER CHARGES	04/12/2017	123.50
590554	FRONTLINE PLACEMENT TECHNOLOGI	04/12/2017	695.00
590555	GALE	04/12/2017	54.20
590556	GARZA, DAVID ABNER	04/12/2017	15.77
590557	GOOD SAMARITAN FIRST AID	04/12/2017	350.00
590558	GREAT FLOORS COMMERCIAL SALES	04/12/2017	24,507.79
590559	GWATA	04/12/2017	300.00
590560	HAGLUNDS TROPHIES	04/12/2017	212.46
590561	HAINES BLACK, HONORA M	04/12/2017	135.00
590562	HANSEN, AARON A	04/12/2017	105.96
590563	HANSON, DANIEL ELLIOTT	04/12/2017	12.20

Check Nbr	Vendor Name	Check Date	Check Amount
590564	HEALTH CARE AUTHORITY	04/12/2017	2,959.72
590565	HEATH, MELINDA L	04/12/2017	46.38
590566	HENDERSON, MAIJA B	04/12/2017	46.22
590567	HERITAGE FOOD SERVICE GROUP	04/12/2017	21.86
590568	HERRON, TINA M	04/12/2017	53.29
590569	HILTON GARDEN INN - OLYMPIA	04/12/2017	116.13
590570	HOME DEPOT	04/12/2017	131.04
590571	HOWARD, THERESE L	04/12/2017	12.00
590572	HOWE, LARRY J	04/12/2017	150.00
590573	INLAND PIPE AND SUPPLY	04/12/2017	240.70
590574	J & G DISTRIBUTING INC	04/12/2017	6,003.92
590575	JAECKS, LAURA R	04/12/2017	1,155.93
590576	JELSING, PETER E	04/12/2017	270.23
590577	JERRYS AUTO SUPPLY	04/12/2017	1,456.18
590578	JIMENEZ, JUAN	04/12/2017	8.99
590579	JIMENEZ, KENDRA M	04/12/2017	5.80
590580	JOHNSON, ELISA ANN	04/12/2017	29.53
590581	JOHNSON GAUKROGER SMITH &	04/12/2017	17,280.00
590582	JOSTENS	04/12/2017	53.03
590583	JW PEPPER & SON INC	04/12/2017	266.68
590584	KEYHOLE INC	04/12/2017	55.23
590585	KIMMEL ATHLETIC SUPPLY	04/12/2017	9,431.89
590586	KING COUNTY DIRECTORS ASSN	04/12/2017	7,622.29
590587	KRAMER, JASON LAWRENCE	04/12/2017	10.00
590588	LA QUINTA INNS	04/12/2017	364.68
590589	LEARNING SCIENCES INT	04/12/2017	5,333.40
590590	LEWIN, DEBORAH J	04/12/2017	25.58
590591	LOVERCAMP, GREGORY W	04/12/2017	102.40
590592	LOWES HOME IMPROVEMENT	04/12/2017	161.48
590593	LUNA, ALBINO	04/12/2017	236.50
590594	LURIE, JUDITH	04/12/2017	450.20
590595	LUTGEN, CHRISTOPHER E	04/12/2017	433.59
590596	LYNCH, TIMOTHY JAMES	04/12/2017	202.23
590597	MACKIN LIBRARY MEDIA	04/12/2017	5,258.45
590598	MASON, KRISTINA E	04/12/2017	600.00
590599	MCIRVIN, ELLEN L	04/12/2017	597.29
590600	MCQUOID, PATRICIA ANN	04/12/2017	16.48
590601	MENDOZA, SILVIA	04/12/2017	27.61
590602	MERRIMAN, ERIC M	04/12/2017	151.10
590603	MICRO COMPUTER SYSTEMS	04/12/2017	4,998.84
590604	MILLIETTE, JUDY CUTLER	04/12/2017	44.94
590605	MONROE, HEIDI MARIE	04/12/2017	41.73
590606	MURIE, CYNTHIA S	04/12/2017	52.00
590607	MUSIC THEATRE INTERNATIONAL	04/12/2017	7,845.00
590608	MYERS, DANIEL K	04/12/2017	204.81
590609	NC MACHINERY	04/12/2017	5.58
590610	NCWMEA	04/12/2017	350.00
590611	NEOFUNDS BY NEOPOST	04/12/2017	2,000.00
590612	NORTH CENTRAL ESD	04/12/2017	75,685.38
590613	NW BEARING-BDI	04/12/2017	82.16

Check Nbr	Vendor Name	Check Date	Check Amount
590614	O'REILLY AUTOMOTIVE STORES	04/12/2017	1,032.32
590615	OFFICE DEPOT	04/12/2017	7,081.73
590616	OMS IMPREST FUND	04/12/2017	6.59
590617	ON THE MEND MUSICAL INSTM REPA	04/12/2017	113.82
590618	ORRCO	04/12/2017	165.00
590619	OTHER WORLD COMPUTING INC	04/12/2017	2,172.99
590620	OXARC	04/12/2017	504.38
590621	PACIFIC SECURITY	04/12/2017	4,340.00
590622	PAINE, SCOTT R	04/12/2017	5.92
590623	PARKER, JULIE A	04/12/2017	35.00
590624	PEARSON ASSESSMENT	04/12/2017	1,536.11
590625	PEPIN, RICK D	04/12/2017	36.00
590626	PERKINS, BRIAN MORGAN	04/12/2017	17.39
590627	PETERSON, LESLIE C	04/12/2017	202.00
590628	PHONAK LLC	04/12/2017	118.39
590629	PIO IMPREST FUND	04/12/2017	192.07
590630	PRO BUILD CO., LLC	04/12/2017	26.12
590631	PTOLEMY, WENDY MARIE	04/12/2017	35.00
590632	PUD NO 1 OF CHELAN COUNTY	04/12/2017	4,055.21
590633	QMS	04/12/2017	1,231.72
590634	QUINN, GINA A	04/12/2017	255.00
590635	R DIGITAL DESIGN LLC	04/12/2017	226.56
590636	REVELES, JAIME SEBASTIAN	04/12/2017	7.50
590637	RICOH USA, INC.	04/12/2017	139.67
590638	ROBINSON, JULIE A	04/12/2017	32.51
590639	ROCHE, STEPHEN	04/12/2017	14.29
590640	RODEBACK, BRIAN T	04/12/2017	93.00
590641	RUBIO-LOPEZ, GUADALUPE	04/12/2017	52.00
590642	RWC GROUP	04/12/2017	677.67
590643	S & W IRRIGATION SUPPLY	04/12/2017	42.77
590644	SAFEWAY INC	04/12/2017	905.33
590645	SAN FRANCISCO SOURDOUGH EATERY	04/12/2017	174.48
590646	SAUCEDA, MIGUEL L	04/12/2017	44.73
590647	SCHETKY NORTHWEST SALES	04/12/2017	1,303.59
590648	SCHOOL ART MATERIALS	04/12/2017	564.87
590649	SCHOOLS INSURANCE ASSOC OF WA	04/12/2017	2,228.69
590650	SCHROEDER, HEIDI S	04/12/2017	159.00
590651	SEARS, CYNTHIA W	04/12/2017	12.47
590652	SHIFFLER	04/12/2017	326.78
590653	SHURE INC	04/12/2017	244.98
590654	SLEEPER, TRACIE LYNN	04/12/2017	180.87
590655	SMITH, JODI	04/12/2017	240.73
590656	STANDARD PLUMBING AND HEATING	04/12/2017	66.11
590657	STANS MERRY MART	04/12/2017	216.46
590658	STANTON, SUZANNE M	04/12/2017	368.94
590659	STAR RENTALS INC	04/12/2017	108.40
590660	STEFANIDES, KATIE M	04/12/2017	40.08
590661	STUBER, SI JAMES	04/12/2017	28.00
590662	SUPPLYWORKS	04/12/2017	4,580.66
590663	TELEMATE.NET SOFTWARE	04/12/2017	1,800.00

Check Nbr	Vendor Name	Check Date	Check Amount
590664	TEXTBOOK WAREHOUSE LLC	04/12/2017	639.20
590665	THACKERAY, ZANE	04/12/2017	18.00
590666	THRAPP, JULIE K	04/12/2017	22.30
590667	THYSSENKRUPP ELEVATOR INC	04/12/2017	4,467.87
590668	TOUCH, KATHRYN L	04/12/2017	114.00
590669	ULINE	04/12/2017	309.92
590670	UNITED LABORATORIES	04/12/2017	322.66
590671	US BANK CORPORATE PAYMENT SYST	04/12/2017	53,038.02
590672	VELAZQUEZ, CAITILIN N	04/12/2017	67.02
590673	VIAL, TIFFANY LYNN	04/12/2017	200.81
590674	WA STATE PARKS	04/12/2017	150.00
590675	WALSH, TRACY ANN	04/12/2017	29.65
590676	WASBO	04/12/2017	475.00
590677	WASWUG	04/12/2017	1,125.00
590678	WATSON, DENISE MARIE	04/12/2017	42.00
590679	WAXIE SANITARY SUPPLY	04/12/2017	519.36
590680	WEINSTEIN BEVERAGE CO	04/12/2017	1,227.09
590681	WEN RAQUET & ATHLETIC CLUB	04/12/2017	1,783.38
590682	WEN SAND & GRAVEL	04/12/2017	26.63
590683	WEN WORLD	04/12/2017	873.70
590684	WESCO PAINT & EQUIPMENT SUPPLY	04/12/2017	532.72
590685	WEST COAST PAPER CO	04/12/2017	4,411.88
590686	WEST MUSIC CO	04/12/2017	1,410.00
590687	WICKEL, LISA M	04/12/2017	32.53
590688	WILDERS TRANSMISSION SERVICE	04/12/2017	646.96
590689	WILSON, MICHAEL E	04/12/2017	106.52
590690	WINKELMAN, KEN	04/12/2017	542.50
590691	WOODWIND AND BRASSWIND	04/12/2017	111.44
590692	WOOLSEY, JON MARK	04/12/2017	199.25
590693	WORKLAND AUTO PARTS	04/12/2017	227.88
590694	WSD ADMIN IMPREST	04/12/2017	126.83
590695	ZEPEDA, MARIA D	04/12/2017	205.76
590696	CASCADE NATURAL GAS CORP	04/12/2017	2,485.16
590697	GREAT FLOORS COMMERCIAL SALES	04/12/2017	16,338.52
590698	KING COUNTY DIRECTORS ASSN	04/12/2017	168,556.44
590699	LOCAL TEL COMMUNICATIONS	04/12/2017	929.01
590700	PC & MACEXCHANGE	04/12/2017	20,807.75
590701	SMITH EXCAVATION INC	04/12/2017	17,024.61
590702	WESCO PAINT & EQUIPMENT SUPPLY	04/12/2017	10,464.83
590703	ATHLETIC EQUIPMENT SERVICE LLC	04/12/2017	409.75
590704	BERSCH, JANELLE	04/12/2017	137.84
590705	BULLIS, ROBERT W	04/12/2017	721.79
590706	CAFFE D'ARTE	04/12/2017	355.52
590707	CHINOOK MUSIC SERVICE INC	04/12/2017	6.07
590708	CLARE, KRISTY M	04/12/2017	112.12
590709	ESPINOZA, MARIO	04/12/2017	10.00
590710	GLAZE BAKERY LLC	04/12/2017	82.56
590711	GO USA	04/12/2017	2,014.75
590712	GODFATHERS PIZZA	04/12/2017	246.07
590713	GPA EMBROIDERY INC	04/12/2017	257.50

Check Nbr	Vendor Name	Check Date	Check Amount
590714	GROTHER, BRENT JOSEPH	04/12/2017	32.98
590715	HAGLUNDS TROPHIES	04/12/2017	170.79
590716	HOME DEPOT	04/12/2017	45.42
590717	HORTICULTURAL SERVICES INC	04/12/2017	1,587.17
590718	IMAGE MARKET	04/12/2017	333.20
590719	JENSEN, BETH A	04/12/2017	225.82
590720	JOBS FOR AMERICA'S GRADS. INC.	04/12/2017	1,600.00
590721	JOSTENS	04/12/2017	4,800.00
590722	KIMMEL ATHLETIC SUPPLY	04/12/2017	403.37
590723	LEWALLEN, GARY	04/12/2017	40.32
590724	LONG, MICHAEL RAY	04/12/2017	18.00
590725	MACDONALD, ADAM J	04/12/2017	42.46
590726	MARCH OF DIMES	04/12/2017	1,815.50
590727	NATL FFA ORG.	04/12/2017	750.50
590728	OFFICE DEPOT	04/12/2017	59.62
590729	OMNI CHEER	04/12/2017	961.29
590730	PIONEER MIDDLE SCHOOL	04/12/2017	468.50
590731	QUINCY JUNIOR HIGH	04/12/2017	119.00
590732	R & S VENDING	04/12/2017	419.00
590733	RAGAN, SONJA	04/12/2017	112.52
590734	RIVAS, MANUEL	04/12/2017	20.00
590735	SAFEWAY INC	04/12/2017	37.20
590736	SHERMAN, HEIDI	04/12/2017	64.83
590737	SUMNER HIGH SCHOOL	04/12/2017	220.00
590738	SYMONDS, HANNAH ELIZABETH	04/12/2017	211.65
590739	TAMAYO HERNANDEZ, ABELARDO	04/12/2017	10.00
590740	TORRES, ROBERTO	04/12/2017	10.00
590741	US BANK CORPORATE PAYMENT SYST	04/12/2017	18,811.12
590742	WA DECA	04/12/2017	6,020.00
590743	WAHSET DISTRICT 1	04/12/2017	120.00
590744	WHITE, BRENDA K	04/12/2017	139.15
590745	WHS ASB IMPREST	04/12/2017	234.00
590746	WSD FOOD SERVICES CATERING	04/12/2017	137.50

266 Computer

Check(s) For a Total of

707,168.36

	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
	266	Computer	Checks For a Total of	707,168.36
Total For	266	Manual, Wire Tran, ACH & Computer	Checks	707,168.36
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	707,168.36

## F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-1,696.01	0.00	427,863.17	426,167.16
20	Capital Projects	-1,747.86	0.00	238,354.18	236,606.32
40	Associated Stude	-204.84	0.00	44,599.72	44,394.88

## April 11, 2017 Board Meeting

### 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?
03/28/17	Renewal	No	Sleeping Lady	Special Ed Team Retreat	\$2,939	6/15/17 - 6/16/17	Trisha Craig	Yes	Yes
					<b>Budget Code</b>				
					2100 27 7000 000				
03/22/17	Renewal	No	CH2O Inc	HVAC cooling system chemical treatment & Monitoring	\$4,000	03/01/17 - 10/31/17	Gregg Herkenrath	Yes	Yes
					<b>Budget Code</b>				
					9700 64 7000 000				
03/27/17	Renewal	No	Jostens	WSHS Yearbook Production	N/A	2017-2018 School Year	Kory Kalahar	Yes	No
					<b>Budget Code</b>				
					ASB 521-4550				
04/03/17	New	No	NCESD	AESOP training for HR Sub Coordinator	\$300	3/24/17 - 4/30/17	Lisa Turner	Yes	Yes
					<b>Budget Code</b>				
					9700 14 7000 000 3020				
04/11/17	New	No	Smith Excavation	Demolish house at 1493 Okanogan	\$34,634	4/11/17 - 6/2/17	Gregg Herkenrath	Yes	Yes
					<b>Budget Code</b>				
					9705 64 7000 000				
03/31/17	Revision	No	PSESD	technical ssistance for student with deaf-blindness	\$1,260	3/31/17 - 6/30/17	Trisha Craig	Yes	Yes
					<b>Budget Code</b>				
					2100 26 7000 000				
					<b>Budget Code</b>				

## 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, 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 Flones, 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?
03/28/17	Renewal	Sleeping Lady, Inc.	Special Education Communication Team Retreat	\$2,939	6/15/17-6/16/17	<u>Trisha Craig</u>	 I have read this contract and recommend it for board approval.	Yes	
				Budget Code		 Initial			
				2100 27 7000 000		3-27-17 Date			

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

Agency Name: Sleeping Lady, Inc  
 Attention: Mike Molohon  
 Street address or PO Box: 7375 Icicle Road  
 City, State, Zip Code: Leavenworth, WA 98826  
 Email Address: [mmolohan@sleepinglady.com](mailto:mmolohan@sleepinglady.com)  
 Phone Number: 509.548.6312

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

The Special Education Communication Team consists of twelve department representatives (Special Education Director, Assistant Director, Instructional Coach, Speech & Language Pathologist, School Psychologist, Early Childhood Coordinator, Elementary Resource Teacher, Elementary Alternate Programs Teacher, Middle School Alternate Programs Teacher, Behavioral Specialist, WHS Head Teacher, Director's Secretary). The purpose of this Retreat is to plan for the 2017-18 school year including trainings, transitions, form development, Job Alke meetings, Department Day, problem solve issues and promote better communication within the department.

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

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

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



**ARRANGEMENTS CONTRACT**

March 26, 2017

Wenatchee School District  
 ATTN: Gina Oliver  
 PO Box 1767  
 Wenatchee, WA 98807  
 Phone: (509) 663-7117  
 E-mail: oliver.g@wenatcheeschools.org

Group No. 10180

Dear Gina:

Thank you for again choosing Sleeping Lady Mountain Resort. Please review this contract carefully to ensure all arrangements made for your **Thursday, June 15, 2017 - Friday, June 16, 2017 Meeting** are correct. If you are in accord, please sign this arrangements contract and return to Sleeping Lady before **Friday, April 07, 2017**, along with the deposit amount outlined in the body of the contract. If the signed Arrangements Contract has not been returned by the option date, all rooms and venues will be subject to release.

**Arrival Date: Thursday, June 15, 2017**

**Departure Date: Friday, June 16, 2017**

Day	Date	No. of Rooms	No. of Guests	Rate	Total
THURS.	06/15/2017	6		\$ <del>465.00</del> 150.00	\$ 900.00
			12	\$ 150.00	\$ 1,800.00
				Subtotal	\$ 2,700.00
				Tax (8.2%)	\$ 147.60
				Lodging Tax (2%)	\$ 18.00
				<b>TOTAL</b>	<b>\$ 2,939.40</b>

**Rates: Single Occ. - \$300.00; Double Occ. - \$225.00 per person; Triple Occ. - \$200.00 per person**

**Non-participating Spouse/Adult - \$87; Children (5-12) - \$37**

**Non-lodging (off-site) meeting participants will be charged at the rate of \$20 per day, plus applicable meals.**

*Gratuity is not included in our inclusive rate and is at Group Leader's discretion.*

Nightly conference rates include: Lodging and all of the functions listed on page 3 as well as general meeting supplies and AV equipment (see list on website). Prices are based on guaranteed group minimums and will not be reduced to reflect changes in meals not consumed or rooms not occupied. Guests, spouses, and children 5-years or older accompanying registered conference participants must also be pre-registered for meal count purposes. Additional fees may be assessed for specific conference needs.

**ATTRITION**

Attrition fees apply based on the client's actual performance compared to contracted commitments. Provided that 85% of the total rooms are used, there will be no attrition fee. Attrition fees for rooms will be assessed at the cutoff date of **Thursday, June 01, 2017**, based on submission of the Lodging Confirmation Form.

After the cutoff dates and the assessment of attrition fees, additional decreases to number of rooms would be subject to penalties as itemized under Confirmation Procedures. Attrition fees for performance under 85% of contracted commitments would apply as listed below:

<b>Total Room Nights</b>
5 Rooms or higher → Attrition fees will not apply
Below 5 total rooms → <del>\$82.50</del> \$75 x each room below 5

**CONFIRMATION PROCEDURES**

One of our conference coordinators will be assigned to work with you to ensure a smooth event. Your coordinator will contact you in advance of your event to review all food and beverage arrangements, meeting room specifications and any other conference requirements.

1. The **Lodging Confirmation Form** will be sent to the client by our conferencing department prior to arrival. The client must respond to the confirmation no later than **Thursday, June 01, 2017**, two (2) weeks prior to arrival.

Rooms released from the block prior to the stated deadline will be subject to attrition fees as itemized above. Additional rooms released from the block after the stated deadline will be charged at the per room rate of ~~\$165~~ **\$150**.

2. The **Rooming List Form, Meals Confirmation Form and signed Banquet Event Orders (BEOs)** must be completed and returned to your conference coordinator no later than **Thursday, June 01, 2017**, two (2) weeks prior to arrival.

Guests dropped after the deadline for the Rooming List and Meal Confirmation Form, or guests failing to attend, will be charged at the per guest rate of **\$150**.

**3. Additional Reservations:**

Additional individual reservations requested before or after the contracted conference dates, as shown on page one of the contract, must be made as follows:

- Contact Sleeping Lady's front desk at 1-800-574-2123
- Identify affiliation with the Group name and number indicated on the contract
- Guarantee the reservation with an individual credit card

**CHECK IN / CHECK OUT**

Please advise your attendees that our check-in time is 3:00 p.m. and check-out time is 11:00 a.m. Please be assured that we will make every effort to accommodate those guests arriving prior to check-in time.

**MEETING REQUIREMENTS & CONFERENCE SERVICES**

Following are your function requirements as we understand them. Meeting space is assigned on the basis of (1) group size, (2) number of sleeping rooms utilized, and (3) technical requirements. Additional meeting space may be arranged at an additional cost depending on availability.

Date	From	To	Function Name	Venue	People
<i>Per person rate of \$150 on the night of 06/15/2017 includes the following functions:</i>					
06/15/2017	08:15AM	08:30AM	Arrival	Lobby	12
06/15/2017	08:29AM	08:30AM	AM Standard Bevg Brk	Nuthatch	12
06/15/2017	08:30AM	12:00PM	Meeting	Nuthatch	12
06/15/2017	12:00PM	01:00PM	Buffet Lunch	Kingfisher Restaurant	12
06/15/2017	12:59PM	01:00PM	PM Standard Bevg Brk	Nuthatch	12

06/15/2017	01:00PM	05:00PM	Meeting	Nuthatch	12
06/15/2017	03:00PM	06:00PM	Check in	Lobby	12
06/15/2017	06:30PM	08:00PM	Buffet Dinner	Kingfisher Restaurant	12
06/16/2017	07:30AM	09:00AM	Buffet Breakfast	Kingfisher Restaurant	12
06/16/2017	08:00AM	11:00AM	Check out	Lobby	12
06/16/2017	08:29AM	08:30AM	AM Standard Bevg Brk	Nuthatch	12
06/16/2017	08:30AM	11:30AM	Meeting	Nuthatch	12
06/16/2017	11:30AM	12:00PM	Departure		12

**DEPOSITS AND BILLING**

1. The signed Arrangements Contract is due **Friday, April 07, 2017**.
2. The deposit schedule for this contract is listed below. *(Please include the Group Number on checks and all other forms of correspondence.)*

Due	Amount	Description
04/07/2017	\$1,469.70	50% deposit

3. Please inform your group members that each will be asked to provide a credit card at check-in to cover incidental charges for which they are individually responsible.
4. The client will accept responsibility for rooms, meeting space, food and beverage functions, taxes and all authorized services. These charges will be billed to the Master Account. An invoice will be sent following the event for the balance and for any additional rooms, guests and all BEO-authorized event services. Payment must be made within thirty (30) days of receipt. Finance charges of 1% per month (which is an annual rate of 12%) will be applied to all past due accounts.

**CANCELLATION POLICY**

Cancellation fees are assessed on total contracted charges as outlined on page 1. If cancellation of the event occurs, the penalties will be assessed according to the following schedule:

Cancellation Date:	Percentage of Total:
Notice received after signature date and before 1 month prior to arrival	25% of contracted total
Notice received within 29 days of arrival	50% of contracted total

Cancellation charges will be itemized and deducted from any amount already paid to Sleeping Lady. The balance, if any, will be billed to or refunded to the client. All cancellations are effective upon receipt of a written notice and payment in the amount of the applicable cancellation fees.

**GENERAL POLICIES**

**Food and Beverage**

*All food and beverage arrangements must be made through Sleeping Lady Mountain Resort. All food and beverage served in the Kingfisher Restaurant and conference/hospitality venues must be provided by Sleeping Lady.*

**No Smoking Policy**

It is understood that Sleeping Lady is a **SMOKE-FREE** facility, indoors and out. Guests who do not respect the **NO-SMOKING** policy will be charged a minimum cleaning fee of \$150.00 on their final bill at check-out or through their group leader.

**RESPONSIBILITY OF CLIENT**

Sleeping Lady will hold the Client, as well as the responsible member of the Client's group, responsible for any claims, losses, liabilities or damages to the property of Sleeping Lady or others or to any person caused directly and primarily by the gross negligence or willful misconduct of the Client or any member of it's group.

**WASHINGTON CONTRACT**

It is understood that this Arrangements Contract is a contract made in and to be performed in the State of Washington, to be constructed and enforced in accordance with the laws of the State.

The arrangements as outlined in this contract meet with our approval. We now consider these to be definite and confirmed. Any changes in this Agreement must be made in writing and acknowledged by both parties.

**SLEEPING LADY, INC.:**

Name: Michael H. Molohon

Title: Senior Group Sales Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT: Wenatchee School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please remit signed contract and deposit to:

Sleeping Lady Inc.  
ATTN: Michael H. Molohon  
7375 Icicle Road  
Leavenworth, WA 98826  
(509) 888-9880  
mmolohon@sleepinglady.com

CREDIT CARD #: \_\_\_\_\_

TYPE: AMEX  VISA  MC

EXPIRATION DATE: \_\_\_\_ / \_\_\_\_

AMOUNT: **\$1,469.70**

DUE DATE: **04/14/2017**

AUTHORIZED SIGNATURE: \_\_\_\_\_

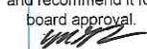
DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## 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 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?
03/22/17	RENEWAL	CH2O Inc.	HVAC cooling system chemical treatment & monitoring	530-9700-64-7000	Annual March to October service	<u>Greg Thompson</u>		Yes	This is decided at the district office.
				Budget Code		I have read this contract and recommend it for board approval. 			
				Not to exceed \$4000.00		Initial <u>3/22/17</u> Date			

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

Agency Name CH2O Inc.  
 Attention: Adam Vickery  
 Street address or PO Box 8820 Old Highway 99 SE  
 City, State, Zip Code Olympia WA 98501  
 Email Address \_\_\_\_\_  
 Phone Number 360-943-6063

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

If this is a revision, what has changed?

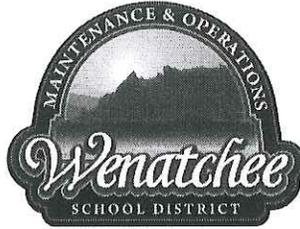
**Be sure to follow state bid requirements as outlined in RCW 28A.335.190**

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

Signature

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

M. Greg Thompson  
Director of Maintenance & Operations



1001 Circle St.  
Wenatchee, WA 98801  
p: (509) 663-0555  
f: (509) 663-0244  
[thompson.m@wenatcheeschools.org](mailto:thompson.m@wenatcheeschools.org)

Service contract for signature

March 22, 2017

CH2O is hired annually to maintain the proper chemical balance in our HVAC cooling towers, chill loops, hot loops, and low-pressure steam boilers.

They provide this service at the following schools: Mission View, Lincoln, Pioneer, Columbia, Washington, Orchard, Newbery, Lewis & Clark, Sunnyslope and Foothills.

Proper chemical balance prevents corrosion and clogging of the mechanical system supply lines and keeps us in good standing with the city on discharge requirements.

Any further questions please let me know.

Thanks,

A handwritten signature in black ink, appearing to read "Greg Thompson".

Greg Thompson  
Director M&O



## Service Contract

CH<sub>2</sub>O, Inc. (hereafter referred to as CH<sub>2</sub>O) Wenatchee School District (Maintenance Department) (hereafter referred to as customer) do hereby agree as follows:

1. Chemical sales and/or service: CH<sub>2</sub>O will provide water treatment chemicals and/or services to the customer at the following schedules and pricing.

**LOCATION: Wenatchee School District 1001 Circle Street, Wenatchee, WA 98801**

2. Service schedule: CH<sub>2</sub>O hereby agrees to perform service calls on monthly bases for a total of Eight (8) Visits per year starting from **March** to **October**. At this time water treatment tests will be performed on the following equipment; Cooling towers, Chill Loop, Hot Loop, Low Pressure Steam Boiler and a written report will be submitted to the responsible party.
3. Term: This agreement shall be in effect for: One (1) year, commencing on a signed contract and shall be renewed for successive periods of: one (1) year UNLESS WRITTEN NOTICE IS GIVEN TO CH<sub>2</sub>O PRIOR TO TWO (2) MONTHS FROM END OF CONTRACT.
4. Termination: If customer is dissatisfied with the quality of the chemicals or services performed, customer shall inform CH<sub>2</sub>O in writing of the specific areas of dissatisfaction and if CH<sub>2</sub>O shall fail to substantially correct said deficiencies within thirty (30) working days, customer may then terminate this agreement by giving thirty (30) day written notice to CH<sub>2</sub>O. Furthermore all outstanding monies owed CH<sub>2</sub>O for chemical and/or services sold or performed shall be paid in full within ten (10) days of termination date. CH<sub>2</sub>O may terminate chemicals and/or services upon ten- (10) day's written notice for non-payment. Non-payment shall be deemed a material breach of this agreement, at which time all monies owed under the term of this agreement will be due.
5. Price: A monthly billing of \$500.00 per month for a period of 8 months, beginning at the date of signed agreement. Service for this 8 month period not exceed \$4,000.00

Service: Monthly service visits included Test Reagents, hand written report on test analysis performed, adjustments to water treatment equipment and chemical additions if needed on the following schools.

Mission View, Lincoln, Pioneer, Columbia, Washington, Orchard, Newberry, Lewis & Clark, Sunny Slope, and Foothills.

Chemical Sales; CH<sub>2</sub>O and the customer agree on the price of chemicals supplied (see listing of chemicals and pricing) for the term of this agreement.

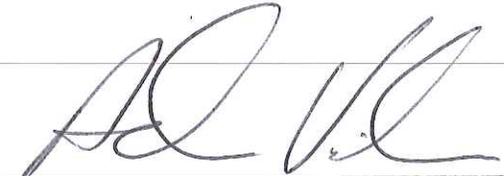
Service and Chemical Sales Payment; payment will be due upon the last day of each month in which services are performed or chemical shipped. A ten (10) percent special handling charge shall be paid by customer to CH<sub>2</sub>O on any invoice not paid within thirty (30) days after the last day of each month in which services were performed or chemicals sold. Accounts past thirty (30) days will be charge interest at the rate of one and a half- (1 ½) percent per month. Customer may also receive an invoice for "special service" rendered (when applicable). This invoice is in addition to the regular monthly invoice. Payment of said invoice is due under the same terms. Unless otherwise stated the FOB point for all sales will be Olympia, WA. All products/services purchased from CH<sub>2</sub>O, Inc. are subject to the standard terms as shown on our invoice. Prices do not include any applicable taxes. Price quotes are firm for 60 days.

6. Legal: If customer's account is referred to an agency or attorney for collection customer hereby agrees to pay for reasonable litigation costs and attorney fees.
7. Price adjustments: The above price is based upon present wage laws, cost of supplies, fringe benefits, taxes, insurance, estimated tonnage, horsepower and capacities of present operating conditions. In the event of any increases beyond the control of CH<sub>2</sub>O in the aforementioned times, it is agreed that the client hereto shall bear said costs. Any adjustments during the term of this agreement shall be in writing and delivered to client by mail or fax.
8. Holidays: CH<sub>2</sub>O is not obligated to perform service on the following holidays; Christmas Day, New Years Day, Labor Day, Thanksgiving Day, Forth of July, Easter and Memorial Day. Service on holiday's weekends and after normal hours, when requested, shall be charged on an overtime basis and will be subject to additional charge as agreed on.
9. Insurance and indemnification: CH<sub>2</sub>O hereby agrees to carry insurance for any claims of personal injury, death and property damage which may arise as the result of the actions of its employees or agents and will provide a certificate of insurance with a minimum of \$1,000,000.00 general comprehensive liability coverage.
10. Entire agreement: This water treatment service and/or chemical sales contains the entire agreement between the parties or supersedes any and all other agreements either oral or written. If any provision of this agreement is found by a competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway.
11. Binding: This agreement shall insure to and bind the successors, assigns, agents and representatives of the parties.

12. Notices: Notices, requests, demands and all communications here under shall be in writing and delivered or mailed with postage paid, to CH<sub>2</sub>O Inc., at 8820 Old Highway 99 S.E., WA 98501, facsimile at 360-705-0455, no other communications are acceptable.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017 at Wenatchee, Washington

\_\_\_\_\_  
Customer or agent

  
\_\_\_\_\_  
CH<sub>2</sub>O Incorporated

\_\_\_\_\_  
Title

Account Manager  
\_\_\_\_\_  
Title

Chemical Sales; CH<sub>2</sub>O and the customer agree on the price of chemicals supplied (see listing and pricing of chemicals) for the term of this agreement. Items below are not included in the monthly service charge.

**NOTE:** Closed Loop Inhibitor and Cooling Tower Biocide are not included in this Service Contract and are to be purchased separate. Please see attached quote for the recommended chemical treatment and pricing for 2017 school year.

Revised September 16, 2009

G:\Word6\Proposal-Quote Documents\CH2O Chemical Sales Contract-CA

## 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?
03/27/17	Renewal	Jostens	Yearbook Production Renewal	N/A  Budget Code ASB  521-4550	17/18 School Year	Kory Kalahar  I have read this contract and recommend it for board approval.  Initial: <i>KK</i> Date: 3/29/17		None	This is decided at the district office.

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

Agency Name: Jostens  
 Attention: Amanda Brown  
 Street address or PO Box: 3601 Minnesota Drive  
 City, State, Zip Code: Minneapolis, MN 55439  
 Email Address: amanda.brown@jostens.com  
 Phone Number: 952 830-3300

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

If this is a revision, what has changed?

This contract stipulates that WestSide plan to work with Josten's next year for our Yearbook. Josten's and WestSide will work together to create a professional yearbook for distribution.

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

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

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

# Jostens<sup>®</sup> Yearbook Agreement

Jostens, Inc. | 3601 Minnesota Drive | Minneapolis, MN 55435 | 952-830-3300

Customer Name	WESTSIDE HIGH SCHOOL	Contact Name	
Customer Address	1521 9TH ST, WENATCHEE, WA 98801 <small>(Physical 911 Address and No P.O. Boxes)</small>	Title	Principal
Customer Phone	(509)663-7947	Email & Phone	kalahar.k@wenatcheeschools.org

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

- ① Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions shown on page 2.
- ② After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- ③ The Term of this Agreement is for the following years: 2018 through 2018

**Additional Notes/Specifications Agreed Upon:**

Agreements are contingent on customer satisfaction and annual budget review. This is an annual or tri-annual (your choice) standard operating procedure to proceed with spring planning and turn your site on for next year. Thank you so much!

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions shown on page 2.

X \_\_\_\_\_  
SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME DATE

X \_\_\_\_\_  
SIGNATURE OF 2<sup>ND</sup> CUSTOMER AUTHORIZED REPRESENTATIVE (IF REQUIRED)

\_\_\_\_\_  
PRINTED NAME DATE

X   
Amanda Brown (Mar 24, 2017)  
SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

**Amanda Brown** Mar 24, 2017  
PRINTED NAME DATE

REP # 5689 JOB # 48799

## Jostens Yearbook Agreement Printing Terms

Once this Agreement has been signed by Jostens, Inc. ("Jostens"), it becomes a binding contract between Jostens and the customer named on the front of this Agreement ("Customer"). Any changes to this Agreement must be approved in writing by both parties; provided, that Customer may change the specifications, which may result in changes to the price and/or delivery.

**SUBMISSION OF AND RESPONSIBILITY FOR MATERIALS:** Jostens will provide Customer with instructions and specifications for submitting information and materials (collectively, "Materials") to Jostens. Materials include, without limitation, content, titles, photographs, videos, designs, drawings, images, artwork, songs, lyrics, recordings, page layouts and other such materials. Customer agrees to submit all Materials in a timely manner and in accordance with Jostens' instructions and specifications. Late or non-conforming submissions may result in additional charges, missed or delayed deadlines, delayed shipments, and/or rejection of submitted Materials. Customer is responsible for all Materials furnished to Jostens for incorporation in the publication or other product provided by Jostens under this Agreement, regardless of form or medium (the "Publication"). Jostens reserves the right in its discretion to refuse to process, print, reproduce or duplicate Material submitted for incorporation in the Publication, including Material which may reasonably be believed to violate patent, trademark, copyright, license or other proprietary rights or be pornographic or offensive, provided Jostens assumes no duty to make such determination. Except to the extent expressly prohibited by applicable law, Customer agrees to indemnify and hold Jostens, its licensors, and its affiliates harmless from any and all damages of every kind and character (including reasonable attorneys' fees) arising out of claims, defenses, demands, actions or proceedings that may be asserted or brought against Jostens by parents, students or any third party (a) on the grounds that the Material, Publication, or the marketing of a Publication causes injury to persons or property, violates a trademark, copyright, license or other proprietary right or interest or that it contains material giving rise to an action for defamation, negligence, intentional infliction of emotional distress, or invades a person's right to privacy; or (b) related to or arising from a breach of Customer's obligations relating to Jostens Digital Tools below. Customer represents and warrants to Jostens that Customer has the unconditional and unfettered right to allow Jostens to print, reproduce and/or duplicate all of the Materials and to receive back any returned Materials, and Jostens is hereby authorized to reproduce for and on behalf of Customer and other third parties all of the Materials provided by Customer, in order to produce and/or market the Publication, and that all appropriate licenses or consents have been obtained where applicable. Customer further warrants that the Materials comply with all applicable state, local and federal laws, do not infringe on any trademark, service mark, copyright or any other proprietary right, or any license relating thereto, do not contain any libelous or otherwise actionable statement, and do not otherwise violate the rights of or cause damage or injury to any person.

Customer expressly agrees that Jostens, its sales representatives and service providers may use Materials provided by Customer to market the Publication to potential purchasers and to provide information on Jostens products and services to potential purchasers, except where Customer has indicated otherwise in writing or through a Jostens online interface. Jostens will not sell or rent student information to any third party. Please see Jostens' Privacy Policy at <http://www.jostens.com/privacy> for more information on Jostens' privacy practices.

Customer grants Jostens a perpetual, royalty-free, fully paid-up right and license to use, reprint, reproduce, digitize and duplicate Customer's cover design, yearbook pages, and Materials in any manner, form or media now known or later developed, such as in Jostens' marketing and promotional materials and websites, as samples, in Jostens software applications, and in collections of Jostens yearbooks and yearbook pages.

With respect to any artwork created in whole or in part by Jostens, Jostens retains its rights to such artwork, which may only be reproduced with the written consent of Jostens. Customer understands and agrees that all dies, including those for which a charge has been made, remain the sole property of Jostens. This provision shall survive the termination or expiration of this Agreement.

**ADDITIONAL SERVICES CHARGES:** Jostens will charge for Jostens artwork, corrective work or customer copy, customer alterations and non-standard composition, which may result in changes to the purchase price.

**JOSTENS DIGITAL TOOLS:** In consideration of payment of any required license fee, for the term of this Agreement Jostens grants Customer a limited, non-assignable license to use certain of its proprietary local, online, mobile and cloud-based yearbook development software tools, fonts and clip art, apps, websites and environments, including without limitation the Yearbook Avenue portal, YearTech® software, Yearbooker's Field Kit app, and related materials and updates (all such tools, apps, websites and environments made available to Customer, the "Jostens Digital Tools"), solely for the limited purpose of producing its Publication with Jostens and for no other purpose. Customer and its representatives will comply with any terms of use, license agreements, and other terms or policies applicable to Jostens Digital Tools. Customer acknowledges and agrees that the Jostens Digital Tools and all other materials supplied by Jostens are proprietary in nature and are owned or licensed by Jostens, and Customer agrees not to copy, duplicate, reverse engineer, or attempt to learn the source code of Jostens Digital Tools, or to rent, share, distribute or provide the Jostens Digital Tools to any third party. Customer is strictly prohibited from providing production materials in whole or in part, including but not limited to the Publication created under this Agreement, created with the

Jostens Digital Tools to a third party for printing, digitizing, reproduction or any other purpose. Upon termination or expiration of the relationship between Customer and Jostens, Customer will promptly return any Jostens Digital Tools to Jostens, and destroy and delete any copies of Jostens Digital Tools and any login credentials provided. Certain products of Adobe Corporation or other third parties may be required for use of the Jostens Digital Tools, and Customer acknowledges that Jostens is not obligated to provide training or other support for third-party products.

**ORDER PROCESSING:** If Customer elects to participate in an order processing and management program offered by Jostens (a "Program"), Customer acknowledges and agrees that Jostens or other third parties will act on behalf of Customer to bill students for yearbooks and related products and collect payment from them. Customer acknowledges it has been given materials explaining the Program and understands the Program, and the billing process under that program.

**DELIVERY:** Shipment will be made pursuant to the shipment method and vendor chosen by Jostens, in its sole discretion, and according to terms of the Deadline Schedule established between the parties, provided that Customer sends all materials conforming to specifications and on time according to the Schedule. Title and risk of loss for all shipments is F.O.B. Jostens production plant. Due to the printing process, there may be a limited number of copies of the yearbook produced in excess of Customer's order. Jostens may ship the excess yearbooks to Customer, who may keep and pay for the overages or return them to Jostens for credit.

**FORCE MAJEURE; WARRANTY; LIMITATIONS:** Jostens shall not be liable for delays or losses caused by strikes, accidents, government restrictions, acts of God or other causes beyond its reasonable control, and such delays shall not constitute a breach of contract. Jostens will perform the work in a good and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN, JOSTENS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BECAUSE SOFTWARE, APPS AND SYSTEMS ARE INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS, YOU ARE ADVISED TO VERIFY YOUR WORK. IN NO EVENT WILL JOSTENS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, HOWEVER FORESEEABLE, ARISING OUT OF THIS AGREEMENT, THE WORK PERFORMED HEREUNDER, THE SERVICES PROVIDED OR THE PRODUCTS PRODUCED HEREUNDER. THE LIABILITY OF JOSTENS, IF ANY, FOR CLAIMS RELATING TO ANY DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT PRODUCED HEREUNDER SHALL BE LIMITED TO THE ACTUAL FEE PAYABLE TO JOSTENS FOR THE DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT HEREUNDER. JOSTENS SHALL NOT BE LIABLE FOR TYPOGRAPHICAL ERRORS, MISSPELLINGS OR OTHER DEVIATIONS OR ERRORS.

**PAYMENT TERMS:** Customer agrees to pay a 40% deposit November 1<sup>st</sup> (December 1<sup>st</sup> for CY Customers) and an additional 40% deposit March 1<sup>st</sup> (April 1<sup>st</sup> for CY Customers) that will bring the total deposit up to 80% of the base price.

Customer will receive a final invoice when the Publication is completed. Final payment is due within thirty (30) calendar days after the final invoice is received. A service charge of 1.5% a month on the unpaid balance (18% annual percentage rate) or the maximum allowed by local law will be assessed for late payment. Should it be necessary for Jostens to institute collection procedures against Customer, Jostens shall be entitled to recover its reasonable attorneys' fees and costs from Customer.

All payments and checks must be made payable to and sent directly to Jostens, Inc., 21336 Networks Place, Chicago, IL 60673-1213.

**TAXES:** Applicable sales taxes will be charged unless evidence of tax exemption is furnished prior to invoicing. A number of states do not exempt schools from the requirement to collect sales tax on sales. It is Customer's responsibility to collect and remit sales tax on its distribution or resale of yearbooks based on sales tax regulations in its state, including the tax on any yearbook sales Customer directs Jostens to collect on-line (other than through the Program as described above or direct sales between Jostens and any third party in which Customer is not otherwise a party thereto). Where Jostens accepts orders on a school's behalf and collects applicable sales taxes on such orders, Jostens may, at Jostens' option, remit taxes collected on such orders directly to the taxing authority.

**MISCELLANEOUS:** The person signing this Agreement represents that he/she is fully authorized to execute this Agreement on behalf of Customer. Jostens may use its corporate affiliates as subcontractors to perform obligations under this Agreement. Customer understands that this is a binding Agreement between the parties hereto for the term specified in the Agreement, and represents that it has all necessary power and authority to execute this Agreement. This Agreement, including specifications agreed upon by the parties related to the products manufactured by Jostens under this Agreement (which shall automatically be incorporated by reference into this Agreement), represents the entire agreement between the parties. In the event that after the date hereof Customer submits purchase orders or other written instructions that contain any terms or conditions, those terms and conditions shall be of no force and effect. The parties are independent contractors; nothing herein contained shall in any way constitute a partnership between, or joint venture by, any of the parties hereto.

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

Please submit this form with your *unsigned* contract to Les Vandervort for approval at least two weeks before the scheduled School Board meeting. Upon 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	Approved by Les?	PO Required?
04/03/17	New	North Central Educational District	AESOP one on one training for HR Sub Coordinator (D Miller) approx 6 hours	Approx \$300.00	03/24/2017-04/30/2017	<u>Lisa Turner</u>		No
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.		
				9700 14 7000 000 3020		Initial		
						Date		

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

Agency Name North Central ESD  
 Attention: Dina Elam  
 Street address or PO Box 430 Olds Station Road  
 City, State, Zip Code Wenatchee Wa, 98801  
 Email Address dinae@ncesd.org  
 Phone Number 509-665-2610

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

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

Give one on one training in the AESOP system to the new Sub Coordinator- Frontline has no classes within a reasonable distance to attend.

**Contract #** 2016-292

Prepared by: Dina Elam

**AGREEMENT FOR INTERAGENCY SERVICES  
BETWEEN**

Wenatchee School District  
Attn: Lisa Turner  
235 Sunset Ave  
Wenatchee, WA 98801  
(Hereinafter referred to as Contracting Agency)

North Central Educational Service District 171  
(Hereinafter referred to as North Central ESD)  
430 Olds Station Road, Wenatchee, WA 98801

(509) 665-2610 FAX (509) 662-9027

In consideration of the promises and conditions contained herein, North Central ESD and Contracting Agency do mutually agree as follows:

**DUTIES OF THE North Central ESD, EFFECTIVE DATE, AND DURATION**

North Central ESD shall perform the following duties to the satisfaction of Contracting Agency or its designee:

- A. General objective(s) of this contract shall be:  
Dina Elam to train on Absence Management (Aesop) with Dianna Miller. Hours to be decided.
  
- B. North Central ESD will complete any additional documents required by this contract.
  
- C. Following its approval by the authorized signatory for the Contracting Agency this agreement shall commence and be effective for the period beginning 3/24/2017 and ending 4/30/2017, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.

**DUTIES OF THE CONTRACTING AGENCY**

In consideration of the North Central ESD's satisfactory performance of the duties set forth herein and submission of a properly completed claim form, the Contracting Agency shall compensate the North Central ESD as shown below.

Contract Fees	Description of Service	Total
\$ 50.00 per hour	One on one training for Dianna Miller for Absence Management. Study current settings, how Absence Management works with those settings. Training approximately set to 6 hours, may be less.	\$ 300.00

DS  
SR 7815 00 0000 000 0000 0000 DS  
SR  
North Central ESD Budget Account Code

In witness whereof, the Contracting Agency and the North Central ESD have read, understand, and executed this entire agreement.

**North Central ESD's Signature and Certification**

**Contracting Agency's Signature and Certification**

Linda McKay  
Assistant Superintendent March 23, 2017 | 3:42 PM PDT

\_\_\_\_\_  
Authorized Signatory for Contractor

Rich McBride  
North Central ESD Superintendent March 23, 2017 | 3:44 PM PDT

**Original copy to be signed and returned to North Central ESD Business Office prior to the commencement of services.**

Federal Tax ID No. 91-0923400  
Business License No. UBI 600-087-495, State of Washington

(See Sections XII and XIII on reverse for information on backup withholding certification and explanation of option to void.)

**I. PAYMENTS**

- A. All payments to the NCESD shall be conditioned upon:
  - 1. Submission of a properly prepared claim form which supports that performance has been rendered for which payment is requested and
  - 2. Performance is to the satisfaction of the Contracting Agency or its designee, provided that approval shall not be unreasonably withheld.
- B. Interim payments during the contract are allowed as specified.

**II. PROHIBITION AGAINST ASSIGNMENT**

Neither this contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

**III. OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION**

This section is intentionally left blank.

**IV. COPYRIGHT**

The NCESD shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to the NCESD.

**V. INDEMNIFICATION**

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of NCESD or its employee's(s) or agent's(s) performance or failure to perform duties pursuant to the agreement, shall be the NCESD's sole obligation and the NCESD shall indemnify and hold harmless the Contracting Agency in full for any and all such acts or failures to act on the part of the NCESD or its employee(s) or agent(s).

**VI. MALPRACTICE INSURANCE**

All individuals providing services to minors must have valid malpractice insurance coverage. Upon request by North Central ESD, individuals must be able to show evidence of such coverage.

**VII. TERMINATION**

Either the NCESD or the Contracting Agency can initiate termination of this contract with or without reason upon 30 days written notice to the other party. The notice shall specify the date of termination. In the event of termination by Contracting Agency, NCESD shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the agreement.

**VIII. VERBAL AGREEMENTS**

This written agreement constitutes the mutual agreement of NCESD and the Contracting Agency in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

**IX. APPLICABLE LAW**

This agreement shall be governed by the laws of the State of Washington. Venue for this contract will be Chelan County of the State of Washington.

**X. NONDISCRIMINATION**

No person shall on the ground of race, creed, color, national origin, marital status, handicapping condition, or sex be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this agreement.

**XI. BACKGROUND CHECKS**

Employees of the NCESD who may during the activities of this contract, work with persons under the age of 16 years shall, as part of this contract, complete background check forms submitted by NCESD.

**XII. CONFLICT OF INTEREST**

This section is intentionally left blank.

**XIII. FEDERAL BACKUP WITHHOLDING INFORMATION/OPTION TO VOID**

This section is intentionally left blank.

**XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY**

If federal funds are the basis for this contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

**XV. SIGNATURES**

Contracting Agency and/or Contracting Agency's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Contracting Agency so identified to the foregoing agreement.

Initial\_\_\_\_\_

## 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 Flones, 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?
04/11/17	New	SE, Inc. dba Smith Excavation	Demolish house at 1493 Okanogan	\$34,633.80	4/11/17 to June 2, 2017	<u>Gregg Herkenrath</u>		Yes	This is decided at the district office.
				Budget Code		I have read this contract and recommend it for board approval.			
				9705 64 7000 000		Initial <u>GH</u> Date <u>4/3/17</u>			

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

Agency Name SE, Inc. dba Smith Excavation  
 Attention: Gregg Smith  
 Street address or PO Box P.O. Box 284  
 City, State, Zip Code Cashmere, WA 98815  
 Email Address [info@smithexcavation.com](mailto:info@smithexcavation.com)  
 Phone Number (509) 782-0446

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

If this is a revision, what has changed?

Demolition and disposal of structure, brush and foundation. Fill and compact to 95%+

**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 / Maintenance and Operations**  
**1001 Circle Street**  
**Wenatchee, WA 98801**

**AGREEMENT**

Made this the 11th day of April, 2017 between the Wenatchee School District (the Owner), and Smith Excavation (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 and City of Wenatchee Demolition Permit requirements.

**Article 2 - The Work**

**LOCATION:**

Vacant House owned by the District  
1493 Okanogan Street  
Wenatchee, WA 98801

Contractor agrees to demolish and dispose of the structure, brush and foundation. Price includes compaction testing, watering, tree removal and all out buildings. Contractor will import fill for foundation and compact to 95%+ as per Estimate #1457 dated September 16, 2016.

**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 final completion by June 2, 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>\$ 31,950.00</b>
Washington State Sales Tax @ 8.4%		<b>\$ 2,683.80</b>
<b>TOTAL CONTRACT PRICE</b>		<b>\$ 34,633.80</b>

**THIRTY-FOUR THOUSAND, SIX HUNDRED THIRTY-THREE 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 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 August 31, 2016.

#### 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:**

SE Inc., dba Smith Excavation  
P.O. Box 284  
Cashmere, WA 98815

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



SE, INC.  
 P.O. Box 284  
 Cashmere, WA 98815  
 509-782-0446

# Estimate

Date	Estimate #
9/16/2016	1457

Name / Address
Wenatchee School District Attn: Greg Thompson 1001 Circle St. Wenatchee, WA 98801

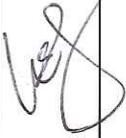
Description	Total
JOB: 1493 Okanogan Street 1. Demolition and Disposal of Structure, Brush & Foundation. 2. Import Fill for Foundation and Compact to 95%+	<b>31,950.00</b>
NOTES: - Price includes compacting testing, watering, tree removal and all out buildings. - Price excludes Washington State Sales Tax, permits, asbestos survey, handling of contaminated material, fence repairs, concrete repairs and hydroseeding. - Price based on prevailing wage rates Sales Tax	<b>0.00</b>

**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, 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 Flones, 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?
03/31/17	Revision	Puget Sound Educational Service District (PSESD)	To provide technical assistance (evaluation, TA consultation, online training and follow-up) regarding the communication, literacy and learning needs of a special education student with deaf-blindness.	Not to exceed \$1,260.00  Budget Code  2100 26 7000 000	Extend contract end date from March 31, 2017 to June 30, 2017	<u>Trisha Craig</u> TC I have read this contract and recommend it for board approval. TC Initial <u>3-21-17</u> Date		Yes	

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

Agency Name Puget Sound Educational Service District  
 Attention: Katie Humes, Director of WA Sensory Services  
 Street address or PO Box 800 Oakesdale Avenue SW  
 City, State, Zip Code Renton, WA 98057  
 Email Address khumes@psesd.org  
 Phone Number 425-917-7828

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

Due to student illness, PSESD was not able to provide the technical assistance "package" consisting of two site visits, TA/Consultation report and plan, and follow-up regarding the needs of the student (JM). Extending the contract will allow time to complete the assessment and follow-up visits.

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

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

Requies Edits? \_\_\_\_\_



**Amendment to Agreement # 1617-0109**  
between  
**Wenatchee School District**  
and  
**Puget Sound Educational Service District**

**Amendment # 1**

This Agreement, entered into by and between Puget Sound Educational Service District and **Wenatchee School District**, is hereby amended as follows:

Contract end date has been extended until June 30, 2017.

All other terms and conditions of this Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

**Puget Sound Educational Service District**

**Wenatchee School District**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Assoc Supt                      3-23-17  
\_\_\_\_\_  
Title    Date

\_\_\_\_\_  
Title    Date

## MEMORANDUM Inventory Surplus

TO:	Board of Education
FROM:	Karen Walters, Director of Accounting
DATE:	April 11, 2017
SUBJECT:	Declaration of Surplus

The Administration recommends that the items on the attached list be declared surplus and requests authorization to dispose of them.

Building	Quantity	Item
<b>Columbia</b>	1	TV
	1	VCR
	1	TV Wall Mount
<b>Foothills</b>	8 Boxes	Dictionaries and Thesaurus
	1	Whiteboard
	1	TV
	1	VCR
	1	Projector
	5 Boxes	Library Books
<b>Wenatchee High School</b>	3	4 Drawer File Cabinet
	9	Classroom Chairs
	1	Flat Screen TV
	1	Computer Monitor
	1	Piano
<b>WVTSC</b>	1	2003 Chrysler PT Cruiser - VIN 3C8FY68B93T511918
<b>District Office</b>	1	Keyboard
<b>Technology</b>		
<i>DO - Special Programs</i>	1	HP Crome Book
	1	Dymo Label Maker
	1 Box	Misc. Cords
<i>Columbia</i>	1	Doc. Camera
	20	iBook
	3	MacBook
	2	HP LJ 4100
	1	HP LJ 500
	1	HP Monitor
	1	HP Jet Printer
<i>WHS</i>	5	MacBook
	2	Epson Projector
	1	InFocus Projector
	1	PowerBook

**MEMORANDUM**  
**Inventory Surplus**

1      Doc. Camera

**THIS GROUP OF POLICIES/PROCEDURES HAVE BEEN RECOMMENDED BY WSSDA  
FOR REVISIONS & Possible WSD Changes Added**

**2000/3000 Policy Series Review**

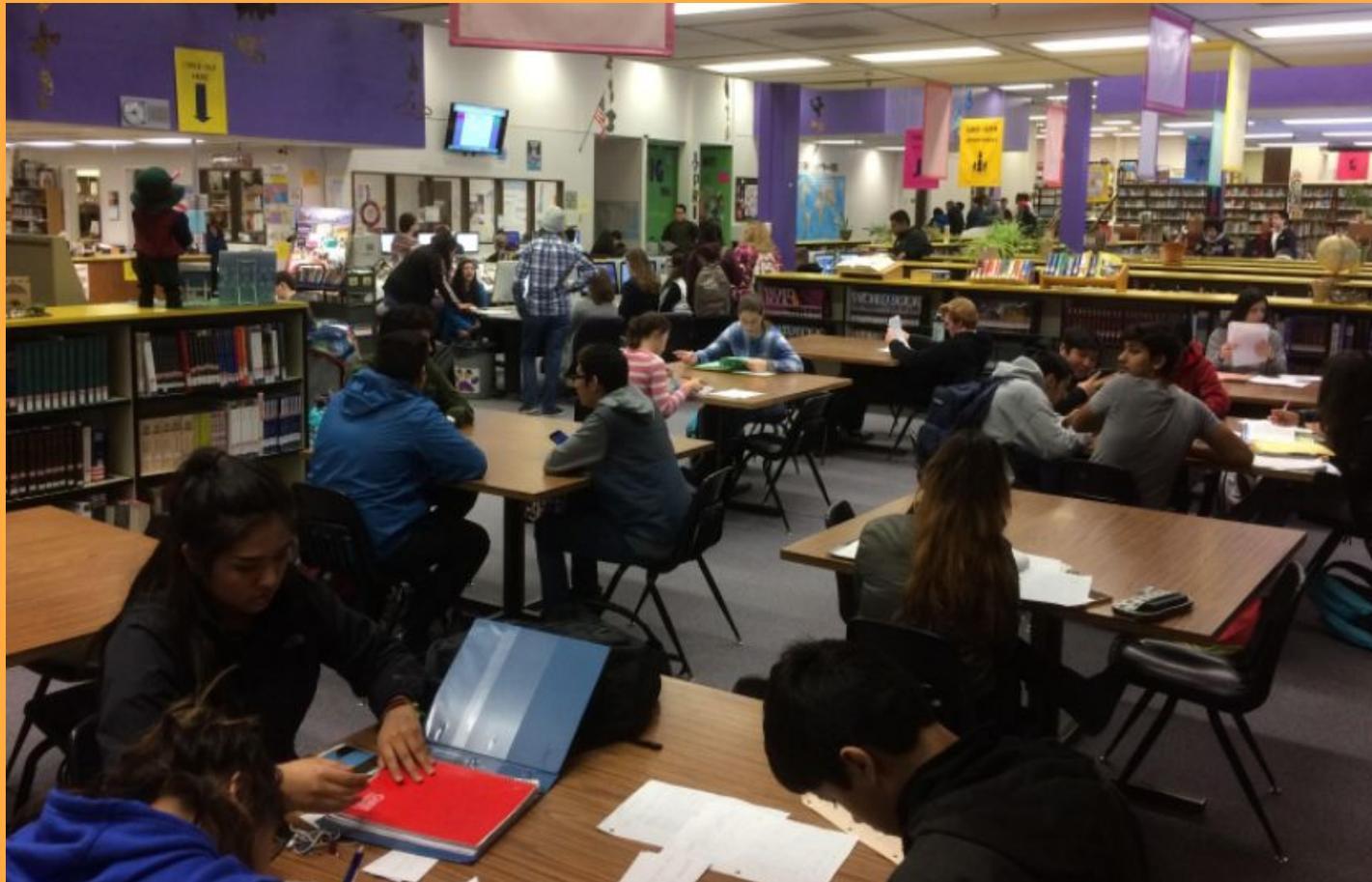
Policy	Title	Suggested Action	District Recommendation	Rationale
6620	Special Transportation	Non Essential	FYI	Changing approval from Board to Superintendent or designee
3416	Medication at School	Essential	Approve	Added nasal spray requirements
3418	Response to Student Injury or Illness	Priority	Approve	Title changed and updated with best practices for notification and evaluation.
				Mar 2017

# WENATCHEE LEARNS

---

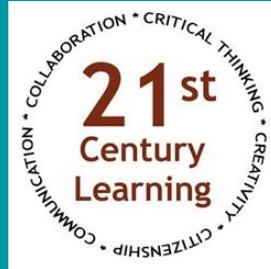
# STRATEGIES

- *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*



# wenatchee Teacher-Librarians

# A Full-time Teacher-Librarian at Every School



ACCORDING TO THE AMERICAN ASSOCIATION OF SCHOOL LIBRARIANS  
(A DIVISION OF THE ALA):

- 21 state studies confirm that school librarians and school libraries support student achievement in academics, lifelong learning, 21st century skills, and reading.
- A 2008 study by Doug Achterman states that test scores tend to be significantly higher for schools that have a full-time librarian, as well as those with a librarian with support staff.

[http://www.msad51.org/\\_fsrc/1435606852926/home/curriculum/21st-century-learning/21st-century-learning-cropped-2\\_250.jpg](http://www.msad51.org/_fsrc/1435606852926/home/curriculum/21st-century-learning/21st-century-learning-cropped-2_250.jpg)



- Stephen Krashen, in *The Power of Reading*, states that “Research consistently shows that when children have access to good libraries with plenty of good books and with adequate staffing, they read more, and thus do better on reading tests. For children of poverty, libraries are typically the only possible source of reading material.”

- “School librarians have deep expertise in digital literacy skills; have well-developed instructional strategies based on thinking critically, communicating creatively in a variety of media, and solving problems creatively; and are often role models for strong leadership, initiative, and other career and life skills.”

Trilling, Bernie. 2010. “From Libraries to Learning Laboratories: The New ABC’s of 21st-Century School Libraries.” *School Library Monthly* 29 (1): 43.



# The American Library Association Recommends...

**A full-time teacher librarian at EVERY school, up to 600 students**

**A 1.5 FTE Teacher-Librarians at schools with 601- 1,000 students**

**2.0 FTE Teacher-Librarians at schools with 1,000 or more students**



Our current reality is that several libraries (Orchard, Sunnyslope, and Lewis & Clark) are closed completely for full days or are only open for a limited amount of time (with a para running checkout) some days a week. Two of these schools have some of the highest poverty levels in the district.

No access means less reading

No teacher-librarian means no skilled guidance on the right materials and no research or technology assistance

Luckily, Lewis & Clark will be moving to full-time next year.

# When not seeing scheduled classes, a Teacher-Librarian can offer...



Flexible scheduling for teachers to bring in their classes for real-time collaborative experiences with the classroom teacher as the content expert and the T-L as an information process specialist. A T-L's expertise includes:

- Where to find quality resources both in print and electronically
- How to extract pertinent information from sources
- The ethical use of information
- Additional support for all students (Two teachers working together provides double the individualized instruction.)

[https://www.google.com/search?q=kids+using+technology&client=safari&channel=mac\\_bm&source=lnms&tbn=isch&sa=X&ved=0ahUKEwiQ4fbj49vSAhVIIIQKHdKBCIUQ\\_AUIBigB&biw=1336&bih=776&safe=active&ssui=on#safe=active&channel=mac\\_bm&tbn=isch&q=super+librarian\\*&imgcr=Gmmzk7s32eXKkM](https://www.google.com/search?q=kids+using+technology&client=safari&channel=mac_bm&source=lnms&tbn=isch&sa=X&ved=0ahUKEwiQ4fbj49vSAhVIIIQKHdKBCIUQ_AUIBigB&biw=1336&bih=776&safe=active&ssui=on#safe=active&channel=mac_bm&tbn=isch&q=super+librarian*&imgcr=Gmmzk7s32eXKkM)



- More open checkout hours to assist students with finding just right reading materials. Reluctant readers need this expert guidance the most!
- Assisting students with research - individual and small groups, such as highly capable students.
- Provide technology instruction in Google applications, keyboarding, coding, etc.
- Book clubs

**Thank you for your time!**



**The Wenatchee Teacher-Librarians  
appreciate your consideration!**

# WSD Health Services

2016-2017

# Who are we?

- WSD Nursing staff-  
4 BSN's, 1 National Board Cert. Nurse  
1 MSN, previously worked as a  
Pediatric Nurse Practitioner  
1 ADN's

All part time staff with exception of  
WHS Nurse

- Schools K-8- 1 day per week
- WHS- Daily
- Sp. Ed- 1 nurses cover K-12



# What do we do?

- Resource person on health issues for students and staff.
- Monitor compliance of school health program with federal, state and local laws, regulations and policies. Including immunization compliance, and state mandated screening programs.
- Provide health assessments for students and staff. Sp Ed Health Evaluations. Participate in IEP's as requested.
- Serve as a liaison between school, home, physician, and health and social agencies. Encourage parent access to services.
- Develops and implements health plans for students with special health needs.
- Maintain, evaluate, and interpret student health records. Communicate appropriate health information to staff.
- Plan and provide in-service education for school personnel regarding health issues.
- Delegate medication administration to trained staff.
- Develop and provide health condition reports to "clear" all field trips, after school sports and clubs, and Grant funded After School Programs.
- Summer School coverage.

# Student health acuity

- 2008-
  - Diabetics 12
  - Medications at school- 105 (daily, as needed, emergency inhaler)
  - Asthma- 164
  - Epi pens- 28
  - Medical plans- 115
- 2017-
  - Diabetics 27 (up 225%)
  - Medications at school- 350 (up 333%)
  - Asthma- 595 (up 363%)
  - Epi pens- 114 (up 407%)
  - Medical plans- 273\* (up 237%)

\* we have d/c'd routine care plans for students with asthma.

# Emergency Medications



# Laws

**Substitute House Bill (SHB) 2834- Children with Life-threatening Conditions-** medication and treatment plan in place 1<sup>st</sup> day of school.

**Engrossed Substitute Senate Bill (ESSB) 6641- Students with diabetes-** staff training, testing and treating (eating) at anytime anywhere.

\***PDA-** Parent Designated Adult

**RCW 28A.210.370 Students with Asthma/Anaphylaxis-** Self carry inhalers and Epi pens, staff training.

# New legislation Fall 2016

In the fall of 2016, the legislature gave a one year “pass” to implement near vision screening (in addition to previously required distance and hearing screening).

Our district has ordered 6 vision “Spot Screener” units to assist in quickly screening students for both distance and near vision. This should allow for simultaneous distance and near screening, in seconds! This will make the requirement less onerous, in terms of nurse time AND student time out of classrooms. This is a big win! THANK YOU!!

# Stock Epinephrine/AED Update

- While the law allows for school districts to purchase – and make available – stock epinephrine, to be administered to students without a diagnosed life threatening allergy, our recommendation was to NOT participate. There is NO funding (epi pens are expensive and expire annually), we haven't seen a need – given that all of our buildings have close proximity to EMS.
- AED's have been placed in Foothills, Orchard, Pioneer, WestSide, District Office, and Wenatchee Valley Tech Center. Awaiting placement at M&O and Transportation Buildings.

# Nasal Spray - Update

- **CHAPTER 180** [Substitute House Bill 1541]
- This is an addition to existing medication policy to allow for nasal sprays to be given in schools, specifically to address students with seizure disorders that may need nasal Valium or Versed to stop a seizure. **We are waiting for guidance from Nursing Commission, OSPI and Attorney General at this point.** As law is written only RN/parent/parent designated advocate can give legend drug via nasal spray at school.
- Diastat (Rectal Valium)- Nursing Commission issued an advisory statement that delegating rectal medications is not within the scope of practice for Registered Nurses practicing in the school setting.

# School Nurse Scope of Practice

- Delegation/Staff training- Teachers, Specialist, Office Staff, Paras, Bus Drivers, Food Service, Coaches, after school programs
- Students are a moving target- field trips, after school programs, sports, clubs. If it is a school sponsored event then nurse must make sure a staff member has been trained on student health/medication issues.
- Nurses in a building 20% of the time but responsible for delegated staff, medication and health plan management 100% of the time.
- Nurses are guided by all laws that govern schools plus Nurse Practice Act, HIPPA. District policy and procedures.

# Diabetic Student Management

How much self care are they capable of? Not every diabetic student is the same.

- Can student check their own blood sugar?
- Is student using a vial/syringe, insulin pen or an insulin pump?
- Can student self inject insulin using insulin pen? With or without adult supervision?
- Can student deliver insulin bolus using pump independently or with supervision?
- Can student carbohydrate count independently?
- Will parent be sending a carbohydrate counted lunch or will student be having hot lunch? Who will carb count the lunch?
- Will they eat entire lunch or a portion? Insulin before or after lunch?

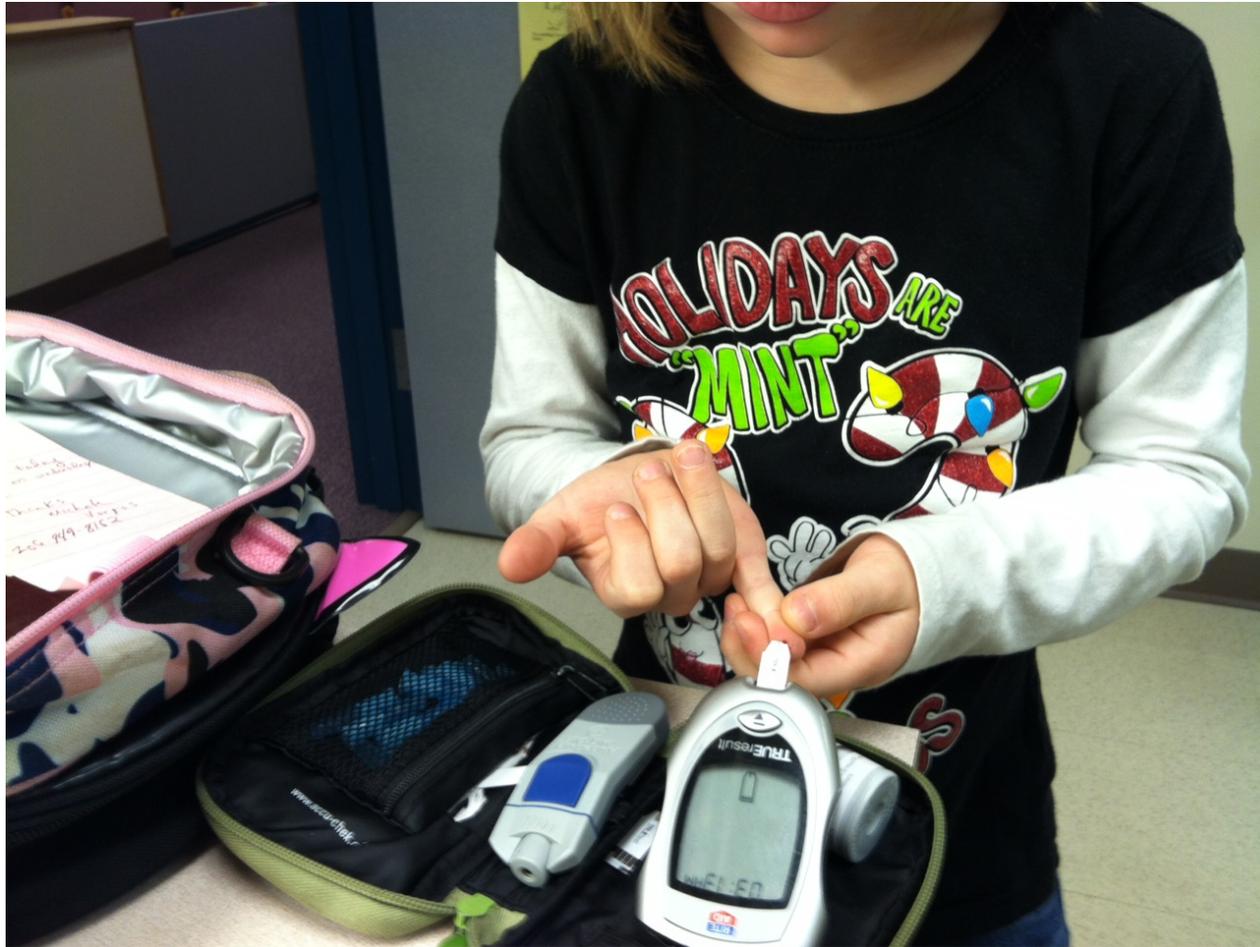
# How much supervision is required?

- If student has no self care ability then Nurse/Parent/PDA must provide care. Unlicensed staff must be aware of Hypo/Hyperglycemia and treatment.
- If student able to monitor blood sugar, but unable to self inject insulin then Nurse/Parent/PDA must administer all insulin.
- If student able to self inject insulin using an insulin pen, designated school staff can verify that number of insulin units has been correctly “dialed” per the student. Insulin amount determined by pre lunch blood glucose, lunch carbs, and doctor order.
- If student has a pump, after student checks blood sugar, designated staff can verify that student entered correct number of lunch carbs into pump and that student delivered dose.

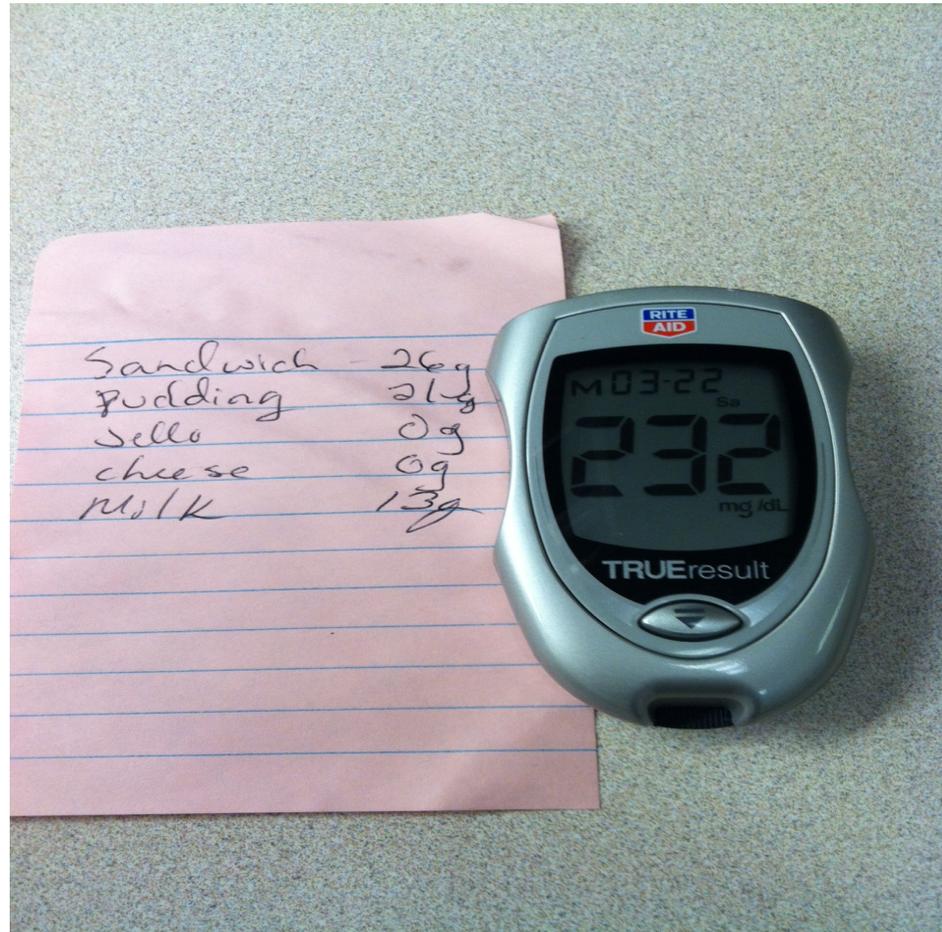
# Parent Designated Advocate

- “PDA” Someone that the parent has designated to manage student diabetic care in absence of parent when student unable to care for themselves. Circumvents School Nurse license (delegation issues). **RCW 28A.210.330**
- Can be a school employee- must be voluntary, they can not be compensated for it, employee must file statement with HR stating their willingness to accept responsibility.
- PDA must receive additional training from Certified Diabetic Educator to assume care that can not be delegated by the school nurse.

# Blood sugar check prior to lunch



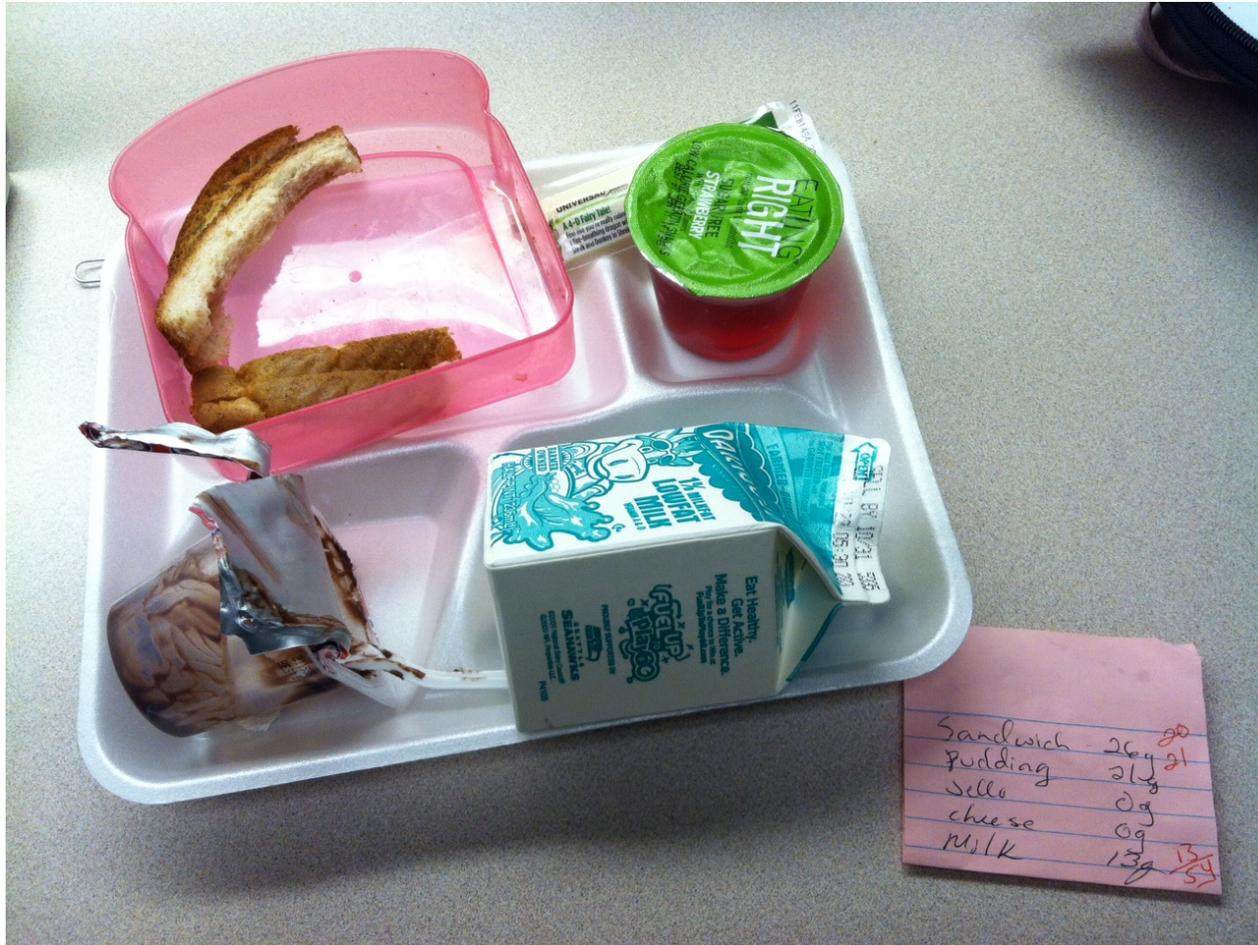
# Numbers- blood sugar, lunch carbohydrates



# Insulin Pen



# Lunch



# Doctor Order- Use BG and lunch CHO to determine amount of insulin student needs.

NAME: AV

Insulin/Carbohydrate Ratio (or Carb Bolus)

0.5 units Humalog/Novolog per 13 g of carb

Correction Ratio for High Blood Sugars (AKA - Correction Bolus)

0.5 units Humalog/Novolog per 50 mg/dl (SENSITIVITY) > 150 mg/dl (TARGET)

Use for: Breakfast/Lunch/Dinner/ALL MEALS

Grams of Carb	Blood Sugar value in mg/dl									
	< 200	200 - 249	250 - 299	300 - 349	350 - 399	400 - 449	450 - 499	500 - 549	550 - 599	600 - 649
0	0	0.5	1	1.5	2	2.5	3	3.5	4	4.5
13	0.5	1	1.5	2	2.5	3	3.5	4	4.5	5
26	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5
39	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6
52	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5
65	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7
78	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5
91	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8
104	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5
117	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9
130	5	5.5	6	6.5	7	7.5	8	8.5	9	9.5
143	5.5	6	6.5	7	7.5	8	8.5	9	9.5	10
156	6	6.5	7	7.5	8	8.5	9	9.5	10	10.5
169	6.5	7	7.5	8	8.5	9	9.5	10	10.5	11
182	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5
195	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12
208	8	8.5	9	9.5	10	10.5	11	11.5	12	12.5
221	8.5	9	9.5	10	10.5	11	11.5	12	12.5	13
234	9	9.5	10	10.5	11	11.5	12	12.5	13	13.5
247	9.5	10	10.5	11	11.5	12	12.5	13	13.5	14
260	10	10.5	11	11.5	12	12.5	13	13.5	14	14.5

# Log

**Daily Blood Sugar & Insulin Log**  
 Week of 10/7 - 10/10  
**Anastaysia**

Day/Time	Blood Sugar Checked By Student (Record #)	< 80 Snack Eaten y/n	Lunch Carbs Eaten	AMOUNT LUNCH Insulin/per student	Initials
Monday 10:55 AM	330		56	3.5	AS
Tuesday 10:55 AM	520		54	5.5	AS
Wednesday 10:55 AM	382		30	3	AS
Thursday 10:55 AM	57 Juice given		44	1.5	AS
Friday 10:55 AM	NO SCHOOL				

Student “dials” number of units needed



# Pumps

- Student checks blood sugar.
- Glucometer communicates with pump.
- Student enters number of lunch carbs and pump determines amount of insulin delivered.
- Trained staff verify student entered the correct number of carbs.

# Expectations

Trained/Designated staff have ability to focus all of their attention on task at hand.

Any questions or concerns regarding insulin determination be addressed with nurse or parent.

Call nurse with ANY questions. There is always at least 1 nurse available by phone in the district.

# Next Year - Update

- Two RN's leaving us.
- All nurses will increase to FT employment.
- Hiring Three FT RN's – positions are posted and we have a pool of interested nurses.
- All elementary, middle and WSHS will have a nurse 2 full-days/week!
- THANK YOU for recognizing the impact of higher acuity of students on need for more nursing hours!



# FACILITY

---

# PROJECTS UPDATES

## ITEM # 1

## 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?	
04/11/17	Revision 7	WLK Joint Venture	ECLC - Change Order No. 7 to contract between WLK Joint Venture and WSD dated 8/03/15.	\$20,503.00	upon approval to June 2017	<u>Gregg Herkenrath / David Zeitlin</u>		No.		
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.	<i>GH</i>		Increase PO 842140015 3 by \$20,503.00	
				20 E 530 1421 22 7000 100		Initial <i>4/5/17</i> Date			This is decided at the district office.	

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

Agency Name WLK Joint Venture  
 Attention: Attn: Tom Hansen / Jeramie Keeble  
 Street address or PO Box PO Box 2785  
 City, State, Zip Code Spokane, WA 99220  
 Email Address thansen@walkerconstructioninc.com  
 Phone Number (509) 535-3354

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

If this is a revision, what has changed?

This Change Order No. 7 has four (4) changes that are additive costs 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? \_\_\_\_\_

CASTLE ROCK LEARNING CENTER  
MODERNIZATION PROJECT  
CHANGE ORDER NO. 7

April 11, 2017

SITUATION

Change Order No. 7 is attached for your review. The change order includes four (4) changes to the construction contract for the Castle Rock Learning Center Modernization project. All four (4) of the changes were owner requested items and are additive cost changes to the construction contract.

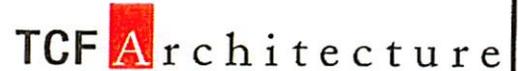
The cost of the changes from Change Order No. 7 is within the budget established for this project. The total for change orders to date is 4.33% of the construction contract amount.

<u>Original Construction Contract Amount</u>	\$4,664,835.84
<u>Current Change Order</u>	
Change Order No 7	\$20,503.00
<u>Total Change Orders</u>	
Change Order 1 thru 7	\$202,132.00
<u>Contract Amount including this Change Order</u>	\$4,866,967.84

RECOMMENDATION

The Board of Directors approves Change Order No. 7 to WLK Joint Venture, Inc. for the Castle Rock Learning Center Modernization Project in the amount of \$20,503.00 increasing the contract amount to \$4,866,967.84.

**CHANGE ORDER**



PROJECT NAME: Early Childhood Learning Center

CHANGE ORDER NO.: 7

C.O. DATE: 2/6/2017

TO CONTRACTOR: WLK Joint Venture  
1803 East Springfield Avenue  
Spokane, WA 99202

CONTRACT DATE: 8/3/2015

THE OWNER: Wenatchee School District #246

ARCHITECT'S 2014-001  
PROJECT NO.:

THE ARCHITECT: TCF Architecture PLLC

The Contract is changed as follows:

ITEM	DESCRIPTION	ADD OR DEDUCT	AMOUNT
CCD 024	Per Owner requests remove trays from markerboards	Add	\$556.00
CCD 025	Add duct from range vent hood to roof at Staff Lounge Provide connection between WES and CRLC intercom	Add	\$4,240.00
CCD 029	systems	Add	\$2,600.00
CCD 030	Replace all LVT	Add	\$13,107.00
<b>TOTAL AMOUNT FOR THIS CHANGE ORDER</b>		<b>ADD</b>	<b>\$20,503.00</b>

**SUMMARY**

The original Contract Sum was	\$4,664,835.84
Net change by previously authorized Change Orders	\$181,629.00
The Contract Sum prior to this Change Order was	\$4,846,464.84
The Contract Sum will be increased by this change order	\$20,503.00
The new Contract Sum including this Change Order will be unchanged.	\$4,866,967.84

The Contract Time will be unchanged.

The date of Substantial Completion as of the date of this Change Order therefore is

**ARCHITECT**  
TCF Architecture PLLC  
902 N 2nd Street  
Tacoma, WA 98403

**OWNER**  
Wenatchee School District  
325 Sunset Avenue  
Wenatchee, WA 98801

**CONTRACTOR**  
WLK Joint Venture  
PO Box 2785  
Spokane, WA 99220-2785

By:   
Gerry Pless

By: \_\_\_\_\_

By:   
Jeramie Keeble

Date: 2-6-17

Date: \_\_\_\_\_

Date: 4/3/17

April 11, 2017

Re: **Castle Rock Learning Center Modernization Project**  
**Change Order No. 7**  
Wenatchee School District

Below is a brief description of each of the construction change directives (CCD's) which make up Change Order No. 7

**CCD 024 \$556.00**

- Per the Owners request the markerboard tray was removed in OT/PT.

**CCD 025 \$4,240.00**

- The contract documents didn't call for an exhaust duct at the microwave/range hood in the Staff Lounge. A duct was added from the top of the range hood up through the roof. A curb and vent cap was installed at the roof.

**CCD 029 \$2,600.00**

- Per the Owner's request a connection was made between the intercoms in WES and CRLC allowing for direct intercom communication between the two schools.

**CCD 030 \$13,107.00**

- Remove and replace all Tandus Centiva LVT with Mannington Amtico LVT in CRLC. As agreed upon, the District only paid the difference in material cost.



# FACILITY

---

# PROJECTS UPDATES

## ITEM # 2

## 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?
04/11/17	New	Chelan County PUD	Easement for underground utilities at Rec Park	\$0		<u>Gregg Herkenrath</u>			
				<b>Budget Code</b>		I have read this contract and recommend it for board approval. 			
						Initial <u>GH</u>			
						Date <u>4/3/17</u>			This is decided at the district office.

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

Agency Name PUD No. 1 of Chelan County  
 Attention: Steve Vaughn, Real Estate Specialist  
 Street address or PO Box P.O. Box 1231  
 City, State, Zip Code Wenatchee, WA 98807-1231  
 Email Address \_\_\_\_\_  
 Phone Number (509) 663-8121

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

If this is a revision, what has changed?

This standard easement is for underground utilities and is required prior to service being installed on our property at Rec Park.

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

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

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



**PUBLIC UTILITY DISTRICT NO. 1 of CHELAN COUNTY**

P.O. Box 1231, Wenatchee, WA 98807-1231 • 327 N. Wenatchee Ave., Wenatchee, WA 98801  
(509) 663-8121 • Toll free 1-888-663-8121 • [www.chelanpud.org](http://www.chelanpud.org)

March 27, 2017

Wenatchee School District No. 246  
Attn: Greg Herkenrath  
PO Box 1767  
Wenatchee, WA 98807

Dear Wenatchee School District No. 246:

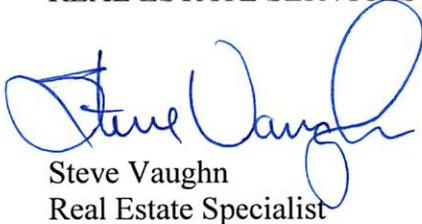
Enclosed is Chelan County PUD's standard easement for underground utilities as discussed with you by Tammy Fisher, Customer Service Engineer. This easement is required prior to service being installed on your property. After you have reviewed the easement, please sign the original in the presence of a notary, and return it in the envelope that is provided. If you do not have access to a notary, please contact me and I can make arrangements to notarize this for you.

The extra set of copies is for your records. The signed original will be recorded with the Chelan County Auditor's Office.

Your prompt attention to this matter is appreciated. If you have any questions, please feel free to contact me.

Sincerely,

REAL ESTATE SERVICES

  
Steve Vaughn  
Real Estate Specialist

*Filed for and Return to:  
PUD No. 1 of Chelan County  
PO Box 1231  
Wenatchee, WA 98807-1231*

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** Wenatchee School Dist. No. 246  
**Grantee(s):** Public Utility District No. 1 of Chelan County  
**Abbreviated Legal Description:** NW¼ SW¼ Sec. 10 Twn. 22N, Rng. 20 EWM. Additional legal on Pages 1 & 2.  
**Assessor's Parcel Number(s):** 22 20 10 565 043

## **EASEMENT UNDERGROUND UTILITY**

THIS EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2017, between WENATCHEE SCHOOL DISTRICT NO. 246, Record Owner(s), hereinafter called the "Grantor(s)," and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter called the "Grantee,"

### **WITNESSETH:**

In exchange for utility services and/or other valuable consideration, receipt of which is hereby acknowledged, the Grantor(s) hereby bargain(s), sell(s) and convey(s) to the Grantee, its successors and assigns, a perpetual easement for Grantee's, and/or Grantee's licensee's or permittee's, electrical and telecommunications utility infrastructure ("the Utility Infrastructure"), which includes, but is not limited to, electrical lines, communication lines, conduits, cables, manholes, vaults, semi-buried or ground-mounted facilities such as pads and transformers, and other necessary or convenient facilities, across, along, in, upon and under the property situated in Chelan County, State of Washington, more particularly described as follows:

LOTS 4, 5, 6 and 7, the Northeasterly 9 1/2 feet of Lots 8 and 26, Lots 27, 28, 29 and 30, Block 1, Fairground Addition to Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, Page 93.

Job No. 381955

**EXCEPT: The Southeasterly 33 feet of the Northeasterly 9 1/2 feet of Lot 26, the Southeasterly 33 feet of Lot 27, the Southeasterly 33 feet of the Southwesterly 15 feet of Lot 28, the Southeasterly 100 feet of the Northeasterly 85 feet Lot 28, and the Southeasterly 100 feet of Lots 29 and 30.**

**Said easement is described as a ten foot (10') strip of land on the above described property, specifically located as the Utility Infrastructure is actually installed and approximately as illustrated in Exhibit A (attached).**

**Hereafter, Grantee may place or construct any Utility Infrastructure within the Easement, to the extent necessary for Grantee, its successors and assigns along with the perpetual right, privilege and authority to use the Easement to construct, erect, alter, expand, improve, repair, operate and maintain all underground Utility Infrastructure and with the right to permit the installation, operation, improvement, repair and maintenance of underground facilities and equipment of any other organization.**

**SUBJECT TO THE FOLLOWING:**

**1. Grantee shall have the right of access across the Grantor's property and adjacent lands of the Grantor for the purpose of constructing, reconstructing, maintaining, repairing, renewing, altering, changing, patrolling and operating the Utility Infrastructure including but not limited to: wires, fiber optic cables, other telecommunications devices, and appurtenances thereto, and underground cables, vaults and manholes, and the right at any time to remove the Utility Infrastructure from said property.**

**2. The Grantee, its successors and assigns, shall have the right to clear the Easement and keep the same clear of brush, trees, timber, structures, and all fire hazards. The Grantor its successors, assigns or licensees, shall not place, construct or maintain any building or other structure within the boundary limits of the Easement as now exists, nor shall the Grantor place any fill material or other substances upon the surface of the land within the boundary limits of the Easement which in any manner interferes with the use, maintenance and/or operation of the Utility Infrastructure or obstructs or impedes the Grantee's right of access to the Utility Infrastructure including, without limitation, the Grantee's right of access for purposes of improvement, repair and/or maintenance of the Utility Infrastructure. The Grantor shall not dig, tunnel, or do any other act, or permit any other act, within the Easement which will disturb the compaction or unearth the lines, cables, facilities or equipment thereon or therein, or in any other way remove, threaten, or endanger the lateral support to the Easement or Utility Infrastructure located therein; nor shall the Grantor, its successors, assigns or licensees do any blasting or discharge any explosives within a distance of 300 feet of the Easement without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention to do so.**

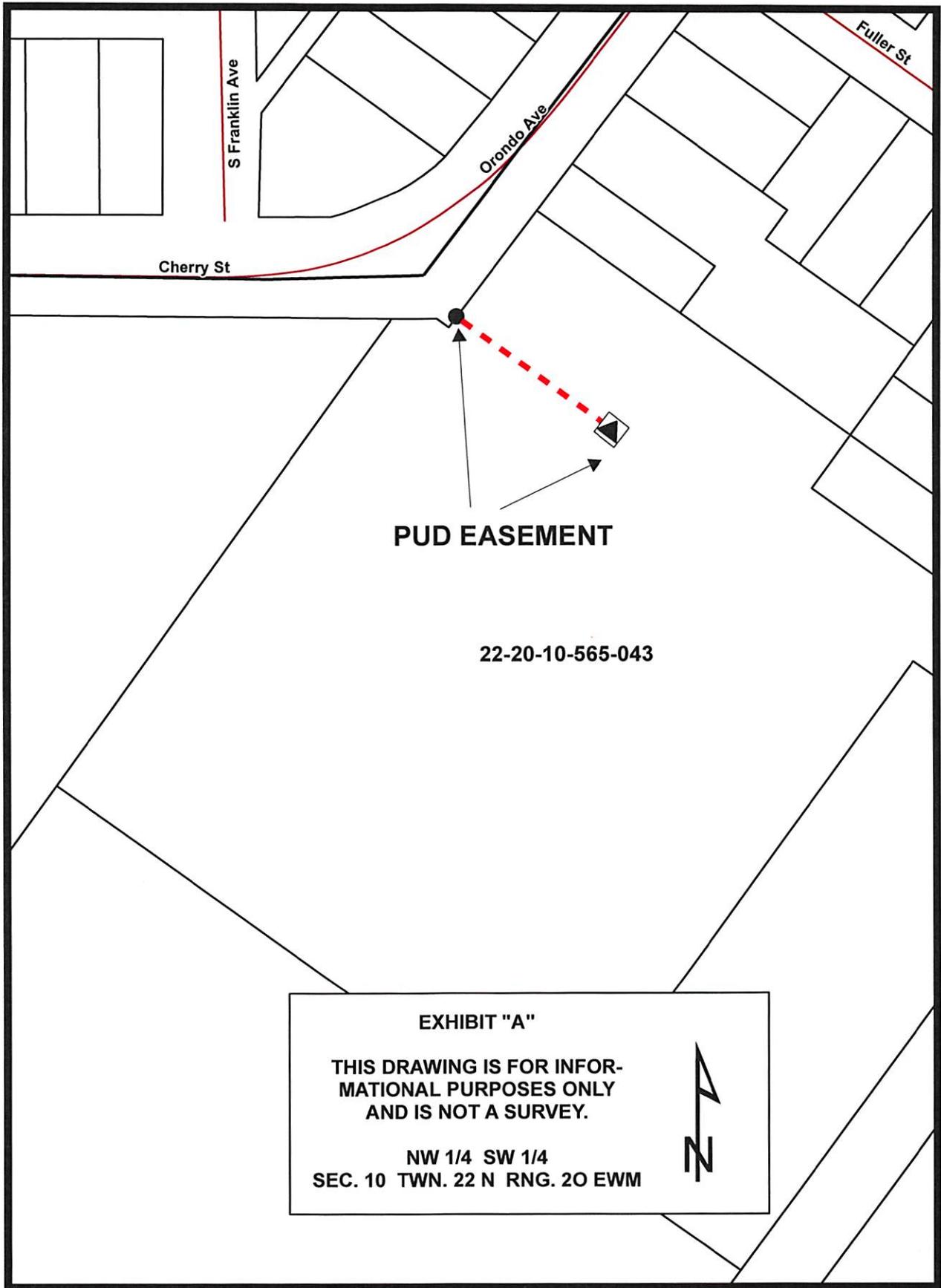
**3. Grantor, its heirs, executors, administrators, successors and assigns, covenant that no structure will be erected or permitted within the Easement that would, in the opinion of the Grantee, interfere with or endanger the unrestricted exercise of the rights and privileges herein granted and that no concrete, tar or other permanent surfacing shall be installed or permitted over any vault or manhole installed on said property.**

**4. Grantee, its successors and assigns, shall have the right to level, grade and regrade the Easement as may appear to Grantee to be necessary for the construction, operation and maintenance of its Utility Infrastructure.**

**5. Grantee, its successors and assigns, if installing facilities underground, shall bury all conduit or cable to such depth as not to interfere with reasonable and ordinary landscaping within the Easement; provided no trees, shrubs or bushes shall be planted thereon without first having obtained written approval from the Grantee.**







**PUD EASEMENT**

22-20-10-565-043

**EXHIBIT "A"**  
**THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY  
AND IS NOT A SURVEY.**

NW 1/4 SW 1/4  
SEC. 10 TWN. 22 N RNG. 20 EWM





# FACILITY

---

# PROJECTS UPDATES

## ITEM # 3

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (“this Agreement”) is entered between City of Wenatchee, a municipal corporation of the State of Washington (“Seller”), and Wenatchee School District No. 246, a municipal corporation of the State of Washington (“Buyer”). Individually the Seller and Buyer may be referred to herein as a “Party” or collectively as the “Parties.”

1. Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the Property commonly known as 1420 Maple Street, Wenatchee, Washington, more particularly described as follows:

Lot 1 as delineated on City of Wenatchee Short Plat No. 1930, Chelan County, Washington, recorded in Book SP-7 of Short Plats, page 22.

2. Purchase Price.

2.1 Purchase Price. The total purchase price for the Property (“the Purchase Price”) will be the sum of Five Hundred Thirty-Seven Thousand Dollars (\$537,000).

2.2 Payment. The Purchase Price will be paid to Seller as follows:

On the Closing Date, Buyer shall pay Seller in cash the total purchase price.

3. Title to Property.

3.1 Conveyance. On the Closing Date, Seller shall execute and deliver a Statutory Warranty Deed to Buyer. The title to the Property shall be free and clear of all defects and encumbrances, and subject only to those exceptions that Buyer approves pursuant to Section 3.2 below (“the Permitted Exceptions”).

3.2 Preliminary Commitment. Seller shall order a preliminary commitment for an owner’s standard coverage policy of title insurance in the amount of the purchase price, to be issued by First American Title Insurance Company (“Title Company”) and accompanied by copies of all documents referred to in the commitment (“the Preliminary Commitment”). Seller shall be responsible for the premium of a standard coverage policy and Buyer shall be responsible for the additional premium, if any, of an extended coverage policy. Buyer shall advise Seller by written notice what exceptions to title, if any, are disapproved by Buyer (“Disapproved Exceptions”) within thirty (30) days of receipt of the Preliminary Commitment and legible copies of all exceptions to title

shown in the Preliminary Commitment. All monetary encumbrances other than nondelinquent ad valorem property taxes will be deemed to be disapproved. Seller will have ten (10) days after receipt of Buyer's notice to give Buyer notice that (i) Seller will remove Disapproved Exceptions or (ii) Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the ten (10) day period, Seller will be deemed to have elected not to remove Disapproved Exceptions. Notwithstanding anything to the contrary in this Agreement, Seller shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by Buyer, taxes, and assessments.

If Seller elects not to remove any nonmonetary Disapproved Exceptions, Buyer will have until the expiration of the Feasibility Study Period to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those exceptions, or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary exceptions to be removed but fails to remove any of them from title on or before the Closing Date, Buyer will have the right to either (i) elect to terminate this Agreement by written notice to Seller or (ii) proceed with the purchase, with an abatement of the Purchase Price equal to the actual cost of removing from title those exceptions not approved by Buyer, and to take the Property subject to those exceptions. If Buyer elects to terminate this Agreement under this Section 3.2, the Escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

3.3 Title Policy. Seller shall cause Title Company to issue to Buyer at closing a standard coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price subject only to the Permitted Exceptions ("the Title Policy"). The Title Policy must be dated as of the Closing Date.

#### 4. Conditions to Closing.

4.1 Due Diligence Materials. Seller shall provide to Buyer, or make available to Buyer for inspection, as soon as possible (but in any event no later than ten (10) days after delivery of the title commitment ordered under Section 3.2 above with all documents) all materials specified in this Section 4.1 that exist and that are in Seller's actual possession or that Seller knows exist and to which Seller has access (collectively "the Due Diligence Materials"). If Seller thereafter discovers any additional items that should have been included among the Due Diligence Materials, Seller shall promptly deliver them to Buyer. Due Diligence Materials will include the following items (some of which Seller has already delivered to Buyer):

- (a) Copies of any existing and proposed easements, covenants, restrictions, agreements or other documents that, to Seller's knowledge, affect title to the Property and that are not disclosed by the Preliminary Commitment;
- (b) All surveys, plats or plans relating to the Property;

- (c) Notice of any existing or threatened litigation affecting or relating to the Property and copies of any pleadings with respect to that litigation;
- (d) (i) All governmental permits and approvals obtained or held by Seller and relating to (A) the constructions, operation, use or occupancy of any part of the Property or (B) zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting, regulating or otherwise affecting the use, occupancy or enjoyment of the Property (collectively “Permits”), and (ii) any notices of violation of any Permits, or any of the laws and regulations described in Section 7.1(g);
- (e) (i) All environmental assessment reports with respect to the Property that were performed or are being performed by or for Seller, (ii) any raw data that relates to the environmental condition of the Property, (iii) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of Hazardous Material (as defined in Section 8) on, in or under the Property, and (iv) any other information material to the environmental condition or potential contamination of the Property;
- (f) All existing service contracts affecting the Property, including, without limitation, snow removal, extermination, and maintenance;
- (g) All warranties and guarantees affecting any portion of the Property;
- (h) Copies of any existing and proposed easements, covenants, restrictions, agreements, or other documents that are appurtenant to the Property;
- (i) Copies of all records of maintenance and repair of the plumbing, electrical, mechanical and heating, ventilation and air conditioning systems of the Property; and
- (j) Copies of all leases affecting the Property, including without limitation, any leases, and amendments thereto, pertaining to the Chelan County Fire Protection District No. 1 (“Fire District”).

4.2 Feasibility Study.

- (a) Sixty Day Period. Buyer shall have sixty (60) days (“the Feasibility Study Period”) to conduct a review with respect to the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for Buyer’s intended use (“the Feasibility Study”). The Feasibility Study Period shall begin on the Effective Date.

The Feasibility Study may include all inspections and studies Buyer deems necessary or desirable, in its sole discretion. Buyer and Buyer's agents, representatives, consultants, architects, and engineers, will have the right, from time to time, to enter onto the Property and make borings, drive test piles, and conduct any other tests and studies that may be necessary or desirable to ascertain the condition and suitability of the Property for buyer's intended use. Buyer shall protect, defend and indemnify Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released.

- (b) Termination of Agreement. Buyer will have the right to terminate this Agreement if, in Buyer's sole judgment, the Property is not suitable for Buyer's intended use. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Feasibility Study Period. In the event Buyer does not complete the purchase, Buyer shall return the Property as near as is practicable to its original condition. If Buyer terminates this Agreement pursuant to this Section 4.2(b), this Agreement will terminate, and Seller and Buyer will be released from all further obligations or liability hereunder, except as otherwise specified by this Agreement.

4.3 Buyer's Contingencies. Buyer's obligation to purchase the Property is expressly contingent upon the following:

- (a) Feasibility Study. Buyer's approval, prior to the expiration of the Feasibility Study Period, of the suitability of the Property as a result of the Feasibility Study;
- (b) Environmental Condition. Buyer's approval, prior to expiration of the Feasibility Study Period, of the environmental condition of the Property pursuant to Section 8;
- (c) Lease. By June 1, 2017, Seller shall deliver to Buyer written documentation, satisfactory to Buyer, that the Fire District has agreed to terminate the lease dated June 17, 2015 ("Lease") with Seller and vacate the Property on or before the Closing Date. A copy of the Lease is attached hereto as Exhibit "A."
- (d) Title Policy. Buyer's receipt of Title Company's firm commitment to issue upon closing the Title Policy as described in Section 3.3;
- (e) Representations and Warranties. All of Seller's representations and warranties contained in or made pursuant to this Agreement being true and correct when made and as of the Closing Date;

- (f) Seller's Compliance. Seller's timely performance of all of its obligations under this Agreement; provided, Seller will be given notice of any failure on its part to perform obligations pursuant to Seller's warranties made in Section 7.1 and those obligations required of it during the Feasibility Study Period, and will have a period of time that is reasonable under the circumstances to cure its nonperformance;
- (g) Survey. Buyer's review and approval, prior to expiration of the feasibility study period, of the survey described in Section 12;
- (h) Other Buyer's Approvals. Buyer's approval of the Due Diligence Materials prior to the expiration of the Feasibility Study Period;
- (i) Access to Property. Buyer's review and approval, prior to the expiration of the Feasibility Study Period, of the sufficiency and enforceability of lawful access to the Property;
- (j) State Requirements. Satisfaction of requirements imposed on the School District by the State of Washington regarding the purchase of the Property;
- (k) Operating Systems. Buyer's approval, prior to the expiration of the Feasibility Study Period, of the condition of the plumbing, electrical, mechanical and heating, ventilation and air conditioning of the Property; and
- (l) Corrections and Modifications by Seller. Buyer's satisfaction and approval of the corrections and modifications to be made by Seller in accordance with Section 9 below.

The foregoing conditions contained in Sections 4.3(a) through 4.3(l) are collectively referred to in this Agreement as "Buyer's Contingencies."

4.4 Satisfaction/Waiver of Buyer's Contingencies. Buyer's Contingencies are solely for the benefit of Buyer. If any of Buyer's Contingencies are not timely satisfied, Buyer will have the right, at its sole election, either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If Buyer elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

## 5. Closing.

5.1 Closing Date. This transaction will be closed in escrow by Title Company acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of Title Company on or before June 30, 2019 ("Closing Date").

5.2 Closing

(a) Seller's Escrow Deposits. On or before the Closing Date, Seller shall deposit into escrow the following:

- (1) The duly executed and acknowledged Statutory Warranty Deed;
- (2) A duly executed and completed Real Estate Excise Tax Affidavit;
- (3) Any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered;
- (4) All keys to the Property; and
- (5) A certification reaffirming as of the Closing Date that all of Seller's representations and warranties under this Agreement are true and correct.

(b) Buyer's Escrow Deposits. On or before the Closing Date, Buyer shall deposit into escrow the following:

- (1) Cash in an amount sufficient to pay the Purchase Price, plus Buyer's share of closing costs;
- (2) A duly executed and completed Real Estate Excise Tax Affidavit; and
- (3) Any other documents or instruments Buyer is obligated to provide pursuant to this Agreement (if any) in order to close this transaction.

5.3 Closing Costs.

(a) Seller's Costs. Seller shall pay the following closing costs: Premium for standard coverage owner's policy of title insurance for the amount of the Purchase Price, plus tax; real estate excise taxes applicable to the sale; and one-half of Title Company's escrow/closing fee; and such other costs as are customarily paid by a seller in real estate transactions in the Chelan/Douglas County area.

(b) Buyer's Costs. Buyer shall pay the following closing costs: Additional premium, if any, attributable to the extended coverage owner's policy of title insurance, if elected by Buyer; the cost of recording the Deed; one-half of the Title Company's escrow/closing fee; and such other costs as are customarily paid by a buyer in real estate transactions in the Chelan/Douglas County area.

5.4 Foreign Investment in Property Tax Act. The parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder (“the Regulations”). If Seller is not a “foreign person” (as defined in the Regulations), the Seller shall deliver to Buyer through escrow a nonforeign certificate as prescribed by the Regulations, properly executed and in form and content satisfactory to Buyer. If Seller is a “foreign person” or fails or refuses to deliver the nonforeign certificate, or if Buyer receives notice, or has actual knowledge, that the nonforeign certificate is false, a tax equal to ten percent (10%) of the Purchase Price will be withheld through escrow and paid by Escrow Agent to the Internal Revenue Service in the manner prescribed by the Regulations, unless withholding is reduced or excused in the manner prescribed by the Regulations.

In the event of any withholding, Seller’s obligations to deliver title and close this transaction will not be excused or otherwise affected.

6. Adjustments and Prorations. All property taxes payable in the year of closing and assessments approved by Buyer, if any, will be prorated as of the Closing Date.

7. Representations and Warranties.

7.1 Seller’s Representations and Warranties.

- (a) Seller has full power and authority to convey the Property to Buyer.
- (b) To the best of Seller’s knowledge, the Property does comply in all material respects with all applicable zoning, land-use, building, construction, subdivision and other local, state and federal laws, ordinances and regulations and with all existing covenants, conditions, restrictions, and easements;
- (c) To the best of Seller’s knowledge, all Due Diligence Materials and other instruments and documents delivered to Buyer pursuant to this Agreement (“the Warranted Materials”) are complete and accurate originals or copies, and Seller shall advise Buyer in writing of any inaccuracies in the Warranted Materials as Seller becomes aware of them. With respect to all other instruments and documents delivered or required to be delivered to Buyer by Seller pursuant to this Agreement, Seller has not purposefully altered or withheld any of them;
- (d) Seller has not received notice of any special assessment or condemnation proceedings affecting the Property;
- (e) To the best of Seller’s knowledge, there is no litigation pending or threatened against Seller (or any basis for any claim) that arises out of the ownership of the Property and that might materially and detrimentally affect (i) the use or operation of the Property for Buyer’s intended use, or (ii) the ability of Seller

to perform its obligations under this Agreement, or (iii) the value of the Property;

- (f) This Agreement and all documents executed by Seller that are to be delivered to Buyer on the Closing Date are, or at the time of the Closing Date will be, (i) duly authorized, executed and delivered by Seller, (ii) legal, valid and binding obligations of Seller, (iii) sufficient to convey title (if they purport to do so), and (iv) in compliance with all provisions of all agreements and judicial orders to which Seller is a party or to which Seller or all or any portion of the Property is subject;
- (g) Seller has received no notice of any failure of Seller to comply with any applicable governmental requirements in respect of the use, occupation and construction of the Property, including, but not limited to, environmental, fire, health, safety, zoning, subdivision and other land use requirements that have not been corrected to the satisfaction of the appropriate governmental authority, and Seller has received no notice of, and has no knowledge of, any violations or investigation relating to any such governmental requirement;
- (h) Seller has received no notice of any default or breach by Seller under any covenants, conditions, restrictions, rights of way or easements that may affect Seller in respect to the Property or may affect the Property or any portion thereof and no such default or breach now exists;
- (i) To the best of Seller's knowledge, no building or other improvement encroaches on the Property, nor does any building or improvement that is a part of the Property encroach on lands of others or any public or private road or right of way;
- (j) To the best of Seller's knowledge, all public utilities required for the operation of the Property do either enter the Property through adjoining public streets or, if they pass through adjoining private lands, do so in accordance with valid public easements or private easements that will inure to the benefit of Buyer on the Closing Date;
- (k) To the best of Seller's knowledge, the heating, air conditioning, mechanical, electrical, and other systems and equipment forming a part of, or used in connection with, the Property are operative and in good working condition;
- (l) Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code;
- (m) All of the representations, warranties and covenants of Seller contained in this Agreement are true and correct as of the Effective Date and as of the

Closing Date and will survive the closing of the transaction contemplated by this Agreement; and

- (n) To the best of Seller's knowledge, there are no leased fixtures on the Property.

7.2 Buyer's Representations and Warranties.

- (a) Buyer is a municipal corporation, duly organized and validly existing under the laws of the state of Washington; this Agreement and all documents executed by Buyer that are to be delivered to Seller on the Closing Date are, or at the time of the Closing Date will be (i) duly authorized, executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer, and (iii) in compliance with all provisions of all agreements and judicial orders to which Buyer is a party or to or which Buyer is subject;
- (b) In connection with its Feasibility Study, Buyer will inspect those aspects of the Property, including, without limitation, its physical condition, that Buyer deems necessary in order to make a determination whether to purchase the Property; and
- (c) As of the date of this Agreement, Buyer is not aware of any default by Seller of any representation or warranty set forth in this Agreement.

8. Hazardous Materials.

8.1 Definitions.

- (a) Definition of "Environmental Laws." The term "Environmental Laws" means any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment.
- (b) Definition of "Hazardous Material." The term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) of the Model Toxics Control Act (Chs. 70.105D RCW, 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

8.2 Compliance With Environmental Laws. Seller represents and warrants that:

- (a) Seller has no actual knowledge of the release or presence of any Hazardous Material on, in, from or onto the Property;
- (b) Seller has not generated, manufactured, refined, transported, stored, handled, disposed of or released any Hazardous Material on the Property, nor has Seller knowingly permitted the foregoing;
- (c) To the best of Seller's actual knowledge, Seller has not received any notice of any violation of any Environmental Laws;
- (d) To the best of Seller's actual knowledge, no action as been commenced or threatened regarding Seller's compliance with any Environmental Laws;
- (e) To the best of Seller's actual knowledge, no tanks used for the storage of any Hazardous Material above or below ground are present or were at any time present on or about the Property; and
- (f) To the best of Seller's actual knowledge, no action has been commenced or threatened regarding the presence of any Hazardous Material on or about the Property.

8.3 No Waiver of Liability. To the best of Seller's knowledge, Seller has not released or waived and will not release or waive the liability of any previous owner, lessee or operator of the Property or any party who may be potentially responsible for the presence or removal of Hazardous Material on or about the Property. Seller has made no promises of indemnification regarding Hazardous Material to any party except Seller's lender(s).

8.4 Environmental Inspection. During the Feasibility Study Period, Buyer will have the right to take soil and water samples (including groundwater samples) from the Property, and to test and analyze those samples to determine the extent of any contamination of the soils and water (including groundwater) on or about the Property. If, based on the results of those inspections and/or tests, Buyer determines that the condition of the Property is unsatisfactory or if Buyer believes that its ownership of the Property would expose Buyer to undue risks of government intervention or third-party liability, Buyer may, without liability, cancel the purchase of the Property and terminate this Agreement.

9. Corrections and Modifications by Seller. Seller shall not be required to perform any additional corrections and modifications to the Property prior to Closing.

10. Risk of Loss. Seller shall deliver the Property to Buyer on Closing Date in the same condition existing as of the Effective Date. Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date or until Buyer takes possession of the Property, whichever date is earlier. Thereafter, Buyer shall bear the risk of loss.

11. Possession. The Fire District is currently in possession of the Property in accordance with the Lease with Seller. If the Fire District does not terminate the Lease and vacate the Property by the Closing Date, then Buyer shall have the right to terminate this Agreement by written notice to Seller and Escrow Agent. If Buyer so terminates this Agreement, the escrow will be terminated, all documents and other funds will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, except that Seller shall pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

12. ALTA Survey. Buyer's obligation to purchase the Property will be subject to approval by Buyer prior to the expiration of the Feasibility Study Period (as defined in Section 4.2) of a survey of the Property ("the Survey"). The Survey must be made by a registered public surveyor selected by Buyer and must be prepared in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Congress of Surveying and Mapping and the American Land Title Association ("the Survey Standards"). Without limitation to the foregoing, the Survey will show the location of all easements, with recording numbers, if any, all building setback lines, encroachments, if any, the zoning of the property, and whether any part of the property is in a designated flood plain. The Survey must be certified to Buyer and Title Company in accordance with Section 8 of the Survey Standards. Buyer shall pay the cost of the Survey.

13. Events of Default.

13.1 By Seller. If there is an event of default under this Agreement by Seller (including a breach of any representation, warranty or covenant), Buyer will be entitled to (a) in addition to all other remedies available at law or in equity, to seek specific performance of Seller's obligations under this Agreement or (b) to terminate this Agreement by written notice to Seller and Escrow Agent. If Buyer so terminates this Agreement, the escrow will be terminated, all documents and other funds will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, except that Seller shall pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

13.2 By Buyer. In the event Buyer fails, without lawful excuse, to complete the purchase of the property, then Seller shall be entitled to all remedies available at law.

14. Notices. Any notices under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Seller: City of Wenatchee  
Attention: Mayor  
P.O. Box 519  
Wenatchee, WA 98807-0519

Buyer: Wenatchee School District No. 246  
Attention: Superintendent  
P.O. Box 1767  
Wenatchee, WA 98807-1767

Any notice will be deemed to have been given when personally delivered, including delivery by courier service, and if delivered via facsimile, the same day as verified, provided that any verification that occurs after 5:00 p.m. on a business day, or at any time on a Saturday, Sunday, or holiday, will be deemed to have occurred as of 9:00 a.m. on the following business day.

15. Real Estate Commission/Representation. Except as provided below, neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement. If any broker or finder perfects a claim for a commission or finder's fee based upon any contract, dealings, or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim.

16. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

17. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the Closing Date, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

19. Entire Agreement. This Agreement and the exhibits to it constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

20. Attorney Fees. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this

Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy court proceeding.

21. Time of the Essence. Time is of the essence of this Agreement.

22. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

23. Nonmerger. The terms and provisions of this Agreement, including, without limitation, all indemnification obligations, will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

24. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

25. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or facsimile. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

The facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile transmitted signatures by signing an original document.

26. Effective Date. This Agreement shall become effective on the date that both Seller and Buyer have executed and delivered a copy of this Agreement to each other ("Effective Date").

27. Encumbrance During Interim. Seller may not financially encumber the Property prior to the Closing Date, unless the encumbrance is discharged or satisfied on or before Closing Date.

28. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the Parties.

29. Corporate Authority; Binding Signatures. Each of the individuals executing this Agreement on behalf of Buyer or Seller warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient authority to execute this Agreement.

BUYER:  
WENATCHEE SCHOOL DISTRICT NO. 246

By \_\_\_\_\_  
ROBERT SEALBY, President  
of Board of Directors  
Date: \_\_\_\_\_

By \_\_\_\_\_  
BRIAN L. FLONES, Superintendent/  
Secretary of Board of Directors  
Date: \_\_\_\_\_

SELLER:  
CITY OF WENATCHEE

By \_\_\_\_\_  
FRANK KUNTZ, Mayor  
Date: \_\_\_\_\_

EXHIBIT A

[LEASE]

CITY OF WENATCHEE FIRE STATION  
LEASE AGREEMENT WITH  
CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1

THIS LEASE AGREEMENT ("Lease Agreement") is made and entered into this 17<sup>th</sup> day of June, 2015 by and between the CITY OF WENATCHEE ("City") and CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1 ("District").

ARTICLE I  
Recitals

- 1.1 **PRELIMINARY STATEMENT:** This Lease Agreement is made with reference to the following facts:
- a. The City is annexing into the District effective July 30, 2015 (the "Annexation Effective Date");
  - b. The parties have entered into a Pre-Annexation Agreement dated June 17, 2015 (hereinafter referred to as the "Interlocal Agreement");
  - c. The City is the owner of certain real properties in Wenatchee, Washington which have been used as fire stations by the City (the "Premises"); and
  - d. The District needs to have use of the Premises in order to provide services effectively to the City.
- 1.2 **DEFINED TERMS:** The following terms shall have the meanings specified in this article, unless otherwise specifically provided herein. Other terms may be defined in other parts of this Lease Agreement.

City: City of Wenatchee  
129 S. Chelan Street  
Post Office Box 519  
Wenatchee, WA 98807-0519

District: Chelan County Fire Protection District No. 1  
206 Easy Street  
Post Office Box 2106  
Wenatchee, WA 98807-2106

Description of Premises: Fire Station 41, Fire Station 42

Description of Premises: Fire Station 41: Approximately 11,100 sq ft of building, plus associated land located at 136 S. Chelan, Wenatchee, Washington; Fire Station 42: Approximately 4,348 sq ft of building, plus associated land located at 1420 Maple Street, Wenatchee, Washington.

Use of Premises: Fire Stations

Exhibits: Exhibit "A" – Legal Description of Premises  
Exhibit "B" – Map of Premises

The above-described exhibits are attached to this Lease Agreement and by this reference are made a part hereof.

## ARTICLE II

### Premises and Term

- 2.1 **PREMISES:** In consideration of the Interlocal Agreement and the District's maintenance obligations herein, the City hereby grants to the District exclusive use and possession of the Premises on the terms and conditions herein.
- 2.2 **TERM:** The term of this Lease Agreement shall initially be for five (5) years commencing on the Annexation Effective Date. This Lease Agreement shall be automatically renewed for additional (5) periods so long as the Premises are needed by the District for use as a fire station. This Lease Agreement shall terminate if the District ever ceases to use the Premises as a fire station.

## ARTICLE III

### Charges and Utilities

- 3.1 **RENT:** No rent shall be assessed to the District. The parties agree that the rights and contractual obligations contained within the Interlocal Agreement and this Lease Agreement for Fire and Emergency Medical Services constitute adequate consideration for the District's use and possession of the Premises.
- 3.2 **UTILITIES AND SERVICES:** The District shall be responsible for the cost of all utilities used on the Premises.

- 10 -

- 3.2.1 The City will ensure the supply of all utilities necessary for the Use of the Premises, which shall include: water, sewer, garbage, electrical power, gas, and telephone.

#### ARTICLE IV

##### Use of Premises, Condition of Property,

##### Improvements, Removal of Property, Maintenance, and Utilities

- 4.1 **USE OF THE PREMISES:** The District shall be entitled to use the Premises for a Fire Station.
- 4.2 **CONDITION OF PREMISES:** The City leases the Premises to the District in an "as is" condition and stipulates that it has examined the Premises.
- 4.3 **REMOVAL OF PERSONAL PROPERTY:** If the District fails to remove any of its personal property from the Premises within sixty (60) days of the termination of this Lease Agreement, such property shall revert to the City and the City may dispose of all or any part of such property in any manner the City shall deem proper.
- 4.4 **MAINTENANCE BY THE CITY:** The City shall maintain in good condition the structural and exterior components of the building. The City shall not be obligated to repair or replace any fixtures or equipment installed by the District and the City shall not be obligated to make any repair or replacement occasioned by act or omission of the District, its employees, agents, invitees or licensees. The City shall maintain in good condition and repair the HVAC, plumbing and electrical systems. The City shall keep the sidewalks adjacent to the premises at all times in good repair. The District shall notify the City of any major and significant defects that the City may be required to repair or address pursuant to this provision.
- 4.5 **MAINTENANCE BY THE DISTRICT:** The District, at its sole cost and expense, shall provide the routine and normal maintenance of the Building, the Premises and all improvements thereon. All janitorial services for cleaning the Building shall be at the expense of the District. The District shall keep the sidewalks adjacent to the premises free from snow, ice or debris in accordance with Wenatchee City Code. The District shall be responsible for the maintenance and care of the landscaping and plantings located on or adjacent to the premises. The District shall be responsible for any snow removal at the premises including driveways and parking lots.

- 4.5 **ALTERATIONS AND IMPROVEMENT:** The District shall make no structural alterations to the buildings on the Premises or construct any building or make other material improvements on the Premises without the prior, expressed, and written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. Additionally, Station 41 is a Historic Structure and any proposed alterations, improvements or expansions of the facility shall be subject to provisions of the City's Historic Preservation Code (WCC 2.36). All alterations, changes, and improvements built, constructed, or placed on the Premises by the District with the exception of fixtures removable without damage to the Premises, and moveable personal property, shall, unless otherwise provided by written agreement between the District and the City, be the property of City and remain on the Premises at the expiration or earlier termination of this Lease Agreement.
- 4.6 **DEFAULT:** If any default is made in the performance of or incompliance with any term or condition of this Lease Agreement, the City may terminate the Lease but only if the District fails to cure the default within the sixty (60) day period after the City has provided the District with a detailed notice of such default. The City shall not be entitled to terminate if the default cannot be practicably cured within such sixty (60) day period and the District is taking reasonable steps to cure such default within a reasonable time.

#### ARTICLE V

##### Insurance and Financial Security

- 5.1 **CASUALTY LOSS:** The parties hereto agree that the City shall not be responsible to the District for any property loss or damage done to the District's personal property occasioned by reason of any fire, storm or other casualty whatsoever beyond the control of the City. They City shall insure the Building for casualty loss.
- 5.2 **LIABILITY INSURANCE:** The District shall, at the District's expense, maintain public liability and property damage insurance insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the premises. Such insurance shall have liability limits of not less than One Million Dollars (\$1,000,000) in respect of injury or death to any one person, not less than One Million Dollars (\$1,000,000) in respect of any one occurrence or accident, and not less than Five Hundred Thousand Dollars (\$500,000) for property damage with a maximum deductible amount of Twenty Five Thousand Dollars (\$25,000).

All such insurance shall contain a provision whereby the carrier agrees not to cancel or modify the insurance without twenty (20) days prior written notice to the City.

On or before taking possession of the premises pursuant to the Lease, the District shall furnish the City with a certificate evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to the City at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

- 12 -

- 5.3 The District shall, at the District's expense, maintain on all of District's personal property and leasehold improvements and alterations on the premises a policy of standard fire insurance, with extended coverage, in the amount of their replacement value. All proceeds of any such insurance shall be applied to the restoration of fixtures, improvements and alterations

#### ARTICLE VI

##### Environmental Liability

- 6.1 **INDEMNIFICATION FOR ENVIRONMENTAL CLAIMS:** Each party shall indemnify and hold the other party harmless from any and all claims, demands, judgments, orders, or damages resulting from the release of Hazardous Substances on the Premises caused in whole or in part by the activity of the indemnifying party, its agents, employees, licenses or invitees. The term "Hazardous Substances," as used herein, shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxic Control Act, RCW 70.105D all as amended and subject to all regulations promulgated thereunder.

#### ARTICLE VII

##### Miscellaneous Provisions

- 7.1 **INDEMNIFICATION AND HOLD HARMLESS:** Each party agrees to protect, save, defend, hold harmless, and indemnify the other party, its officers, employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences on the Premises, occasioned by either the negligent or willful conduct of the indemnifying party, regardless of who the injured party may be.
- 7.2 **ASSIGNMENT OF AGREEMENT:** The District may not assign this Lease Agreement, except to a successor entity to the District, subject to approval of the City, which will not be unreasonably withheld.
- 7.3 **TERMINATION:** At the expiration of the lease term, or as may be sooner terminated pursuant to this Lease Agreement, the District shall quit and surrender the Premises in as good as state and condition as they were at the commencement of this Lease Agreement, reasonable use, wear and tear excepted.

- 7.4 **NOTICES:** All notices, demands, requests, consents, and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered mail, return receipt requested, postage prepaid to the addresses set forth above or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.
- 7.5 **QUIET ENJOYMENT:** The City covenants that the District shall have quiet enjoyment of the Premises during the term of this Lease Agreement so long as the terms are complied with by District and subject to City's right of entry onto the Premises as set forth herein.
- 7.6 **CITY MAY ENTER PREMISES:** It is agreed that the duly authorized officers or agents of City may enter to view the Premises; provided that the City shall do so in such manner as not to materially interfere with the District's normal and usual operations.
- 7.7 **INTERPRETATION:** This Lease Agreement has been submitted to the scrutiny of the parties hereto and their counsel, if desired. In any dispute between the parties, the language of this Lease Agreement shall in all cases be construed as a whole according to its fair meaning and not for or against either the City or the District solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Lease Agreement.
- 7.8 **GOVERNING LAW:** This Lease Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action jurisdiction and venue shall lie exclusively in Chelan County, Washington.
- 7.9 **ENTIRE AGREEMENT:** This Lease Agreement and the Interlocal Agreement contain all of the understandings between the parties concerning the matters set forth herein. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Lease Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease Agreement executed with all necessary legal formalities by the parties hereto.

DATED this 17<sup>th</sup> day of June, 2015.

**CHELAN COUNTY FIRE  
PROTECTION DISTRICT NO. 1**

By: [Signature]  
Commissioner

By: 3 D  
Commissioner

By: [Signature]  
Commissioner

**CITY OF WENATCHEE**

By: [Signature]  
Mayor

Attest: [Signature]  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney

//

//

//

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

On this day personally appeared before me Mike Compton, Phil Dormanier and Herb Troxel, to me known to be the Commissioners of CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1 and on oath verified that they were authorized to execute this document on behalf of the District for the uses and purposes therein mentioned.

Given under my hand and official seal this 17<sup>th</sup> day of June 2015.



Cindy E. Blaufuss  
Name: Cindy E. Blaufuss  
NOTARY PUBLIC in and for the State of  
Washington, residing at E. Wenatchee

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

On this day personally appeared before me Frank J. Kurtz, to me known to be the City Manager and the City Clerk, respectively, of the CITY OF WENATCHEE and on oath verified that they were authorized to execute this document on behalf of the City for the uses and purposes therein mentioned.

Given under my hand and official seal this 15<sup>th</sup> day of June 2015.



Tammy L. Stanger  
Name: Tammy L. Stanger  
NOTARY PUBLIC in and for the State of  
Washington, residing at E. Wenatchee

\\PPI\SHARES\_DOC\FIRE DISTRICT\CHELAN FD\ANNEXATION\WENATCHEE ANNEXATION\LEASE TEMPLATE.DOC

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

On this day personally appeared before me \_\_\_\_\_, to me known to be the Commissioners of CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1 and on oath verified that they were authorized to execute this document on behalf of the District for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

On this day personally appeared before me Frank J. Kuntz, to me known to be the City Manager and the City Clerk, respectively, of the CITY OF WENATCHEE and on oath verified that they were authorized to execute this document on behalf of the City for the uses and purposes therein mentioned.

Given under my hand and official seal this 15<sup>th</sup> day of June 2015.



Tammy L. Stanger  
Name: Tammy L. Stanger  
NOTARY PUBLIC in and for the State of  
Washington, residing at Wenatchee

\\APP\HARD\_000\FIRE DISTRICT\CHELAN FD \ADMIN\EXATIONS\WENATCHEE AM\EXATION\LEASE TEMPLATE.DOC