

Wenatchee School District Board of Directors



WSD Regular Board Meeting

February 27th, 2018

District Office

Agenda

6:00 PM

	TIME
I. PLEDGE OF ALLEGIANCE	02 Min
II. BOARD PUBLIC COMMENT STATEMENT	
III. AGENDA REVIEW/ADOPTION:	Action 02 Min
IV. CONSENT AGENDA:	
Minutes: Wkshp. 2/12/18 & Reg. Bd. Mtg. 2/13/18, Bd.	Action 1+
Vouchers/Payroll	Action 2+
Personnel Report	Action 3+
Contracts	Action 4+
Camps	Action 5+
Surplus Report	Action 6+
Policies – 2 nd Readings Policy No. 3123	Action 7+
V. ASB REPORTS: WHS & WSHS	Information 05 Min
VI. CITIZEN COMMENTS:	03 Min
VII. RECOGNITION:	
Jim Beeson, District 6 Athletic Director of the Year	Information 05 Min
VIII. WENATCHEE LEARNS STRATEGIES:	55 Min
Strategy 4– Balance Change for All with Excellence for All	
<i>4.1 Continuous Improvement of Service Quality</i>	
Policy No. 2151 Interscholastic Athletics - 1 st Reading	Information 10 min
Procedure No. 2151P Interscholastic Athletics	Information 10 min
Jim Beeson, Athletic Director	
Strategy 3: Use the Best Tools & Resources to Advance Learning	
<i>Objective 3.1 Personal Technology Devices For Learners</i>	
Technology Tools	Information 30 min
Ron Brown, Dir. of Instructional Technology	
IX. BOARD COMMUNICATION:	05 min
X. SUPERINTENDENT REPORT:	05 min
School Board Planning Calendar	
XI. ADJOURNMENT:	02 min

(SEE REVERSE SIDE)



CONSENT AGENDA



Wenatchee School District

Board Workshop

Minutes of February 12, 2018

WSD District Office

Board Members	Staff Present
Michele Sandberg, President	Brian Fones, Superintendent
Sarah Knox, Vice President & DLT Board Representative	Cabinet
Sunny Hemphill, Board Legislative Representative	
Laura R. Jaecks	
Walter Newman	

I. Board Workshop 3:00 p.m.

Wenatchee School District Board Workshop

February 12, 2018 • 3:00 — 6:30 p.m.

Facilitated by Tricia Lubach, WSSDA Leadership Development

Michele Sandberg, President, opened the board workshop at 3:10 pm with the pledge of allegiance. After welcoming everyone and introductions, Tricia Lubach started by asking everyone to share a little about themselves and why they chose to serve and what motivates them, as individuals, to serve on the board. The individual board members then shared what their hopes were for the WSD board.

There were a lot of commonalities. They then discussed dynamics within the team, their perceptions of positives and negatives within the district and the board. Discussion followed and all shared with each other their feelings and perceptions of the new board.

Ms. Lubach pointed out that we, as board members, must “own” not only, the words we speak, and their intent, but also the impact they make on others and particularly on the school district. She also shared that once an individual is on the board it is time to switch out of “campaign-mode” and start working as a team. A board member must change hats once on the board. Research has proven that if there is discord at the top of a school district (board or administration) it affects the learning environment of our students in a negative way. Each board member represents the board as a whole and must have consideration of other board members when speaking on school district issues. The board member should know the whole board is in sync with their words, before speaking.

She also pointed out that the students’ best interest is and should always be the number-one goal of the board.

They continued on desired outcomes:

- Identify common goals

Aligning Board Goals and District Goals in the Strategic Plan: The following WSD Vision was shared with the board. Superintendent Fones gave a brief history of the process and development of the strategic plan.



Guiding Questions:

1. What are the board’s main goals, and do they align with the district goals laid out in the strategic plan?
2. In each of the 4 goal areas of the strategic plan, what is the work of the board that will support the district goals?
 - a. Strategy 1: Design the personalized learning system of the future
 - b. Strategy 2: Tap the power of our whole community

- c. Strategy 3: Use the best tools and resources to advance learning
- d. Strategy 4: Balance Change for All with Excellence for All

Tricia Lubach said WSD has one of the best websites in the state for showing our Strategic Plan.

Vision Statement

We envision a Wenatchee renowned for making education personal and a local culture that values learning and is committed to success for all.

To do this we must:

1

Design the personalized learning system of the future

- Flexible personalized learning system
- Students exploring career paths
- Science Technology Engineering Mathematics (STEM) / Project based learning
- More positive and safe learning environment

3

Use the best tools and resources to advance learning

- Personal technology devices for learners
- Blended learning environments (face-to-face & electronic)
- The right tools and resources for staff
- Facilities that support optimal learning

2

Tap the power of our whole community

- Skilled volunteering opportunities
- Citizen-student mentoring
- Partnerships with businesses
- More engagement of parents

4

Balance change for all with excellence for all

- Continuous improvement of service quality
- Sound fiscal and resource management
- High student achievement
- Highly trained and engaged staff

Our Daily Promise – People First

- Create relationships that make education more personal
- Teamwork – all we do is built upon by others
- Students care when we care about them
- Every interaction promotes personal connections with our staff, students, parents, and community

Our Purpose: Preparing students with the knowledge and skills for life in the 21st century

- Create student centered learning environments
- Nurture and inspire innovation and creativity
- Create flexibility within structure
- Nurture collaborative relationships that inspire learning

Each Strategy was broken down into the following matrix. The round-robin exercise took over an hour for all *Thought Partner Teams* (of two), to travel to each workstation, exchange ideas and finally summarize each of the four strategies to the group.

Thought Partner Protocol:

You will each have the opportunity to pair up with everyone and to cover each goal at least once. At Round 4, B & C will prepare a summary for Goal 4. At Round 5, all pairs will prepare a summary of their assigned Strategic Goal. Summaries will be presented to the group.

	Round 1		Round 2		Round 3		Round 4		Summary	
Goal 1	A	B			F	C	D	E	A	D
Goal 2	C	D	B	E			A	F	C	E
Goal 3	E	F	A	C	B	D			B	F
Goal 4			D	F	A	E	B	C		

They rotated their partners so everyone could work together.

The Leadership Team — Guiding the Work & Working Together

- Identify strengths and challenges in operating as a team
- Identify behaviors that support the goals and foster trust
- Set intentions around growth opportunities and common goals

Guiding Questions: Responsibilities and realizing your place/part in the district – here to support superintendent and his administration.

1. In which areas are we performing effectively as a board? How can we maximize these areas of strength?
2. In which areas are there growth opportunities for us as a team? How can we use these opportunities to grow and improve as a board?
3. How do we ensure that issues are addressed in the right venue for the best outcome?
4. What are best practices for communication with community members, staff and each other?
5. How do we hold ourselves, and each other accountable and build trust as a team?

The board felt that it was a great teambuilding and bonding exercise.

Ms. Lubach shared the Washington School Board Standards, Benchmarks of Success and Indicators for Evaluation with Reference – A framework for Effective governance guide, from WSSDA. She asked the board to read it and use it as a reference. It is an important tool to keep board members in check of their responsibilities to the students, district and others.

Five Core Principles: The School Board Standards comprise five core principles -

1. Responsible school district governance
2. Communication of and commitment to high expectation for student learning
3. Creating conditions district-wide for student and staff success
4. Holding the district accountable for student learning
5. Engagement of the community in education

Five Standards:

1. Values and Ethical Behavior

BD, Wkshp Minutes 2/12/18
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4
Bd Mtg Packet 2/27/18

2. Leadership
3. Communication
4. Professional Development
5. Accountability

Ms. Lubach explained it's impossible to perform as a board at peak performance if all the members aren't doing the same thing, she shared the importance of acting together as a team and how to address conflict and manage it, find the core issue and how to approach it.

The importance of the self-assessment survey was discussed, and the board participated in an exercise to circle questions and highlight important topics that can be discussed from the *Individual School Director Standards*. This allowed the board to share their ideas with each other, concerning what important standards means to them and which ones are more important than others.

After an extended discussion on the standards the board participated in a "Your 2-cents worth" exercise based on Standard #3. This was to help them learn to not let themselves or one person take over the conversations, and help those who don't talk much to have more of a say in a discussion. When they have a thought, they have to throw a penny in. When their 2 pennies are gone they are finished.

First penny: How can a board work toward this standard. What does this mean to you.
Second penny: Answer others questions.

They took turns around the table.

Standard 3. Communication

To be effective, an individual school director:

- a. Builds and maintains positive connections with the community and staff.
- b. Communicates accurately and honestly, with awareness of the impact of his/her words and actions.
- c. Listens carefully and with an open mind.
- d. Maintains civility and treats all people with respect.
- e. Maintains confidentiality of appropriate matters.
- f. Refers and guides people with concerns to appropriate staff.
- g. Welcomes parent, student and community input.

Ms. Lubach will provide notes on all the work the board did today for their review and reference within the next week.

Wrap up and next steps, and superintendent evaluation

Guiding Questions

1. What actions need to come from our discussions today?
2. What topics warrant further discussion or future work sessions?

Supportive materials used and provided for the training:

- WSD Policy No. 1810 - Annual Governance Goals and Objectives
- WSD Policy & Procedure No. 1820 - Board Self-Assessment
- WSD Policy No. 1620 – The Board Superintendent Relationship
- Thought Partner Protocol matrix
- Washington School Board Standards, Benchmarks of Success and Indicators for Evaluation with Reference – A framework for Effective governance: A WSSDA Publication

Individual School Director Standards

Standard 1. Values and Ethical Behavior

To be effective, an individual school director:

- a. Places students' needs first.
- b. Demonstrates commitment to equity and high standards of achievement for each student.
- c. Commits to treating each individual with dignity and respect.
- d. Models high ethical standards.
- e. Advocates for public education.

Standard 2. Leadership

To be effective, an individual school director:

- a. Contributes to thoughtful governance discussions and decisions by being well informed, open minded and deliberative.
- b. Understands that authority rests with the board as a whole and not with individual directors.
- c. Is able to articulate and model appropriate school director roles and responsibilities.
- d. Actively participates in school director duties and responsibilities.
- e. Demonstrates group membership and leadership skills, working within the board structure.
- f. Respects the board's role in policy making and supports all adopted board policies.

Standard 3. Communication

To be effective, an individual school director:

- a. Builds and maintains positive connections with the community and staff.
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- c. Listens carefully and with an open mind.
- d. Maintains civility and treats all people with respect.
- e. Maintains confidentiality of appropriate matters.
- f. Refers and guides people with concerns to appropriate staff.
- g. Welcomes parent, student and community input.

Standard 4. Professional Development

To be effective, an individual school director:

- a. Commits the time and energy necessary to be informed and competent.
- b. Keeps abreast of current issues, research, applicable laws, regulations, and policies that affect public education.
- c. Participates in professional development, individually and with the board/superintendent team.

Standard 5. Accountability

To be effective, an individual school director:

- a. Is accountable to the community.
- b. Takes personal responsibility for his/her own words and actions.
- c. Respects and abides by board decisions.
- d. Meets expectations for transparency, including disclosing potential conflicts of interest and refraining from discussing or voting on those issues.
- e. Complies with board policies/procedures and the law.

Superintendent's Evaluation Process:

Superintendent Fiones shared the history of the board evaluation of the superintendent in WSD.

- Now a February review
- May evaluation and renewal of 3-contract for additional year
- Looked at ESD's and WSSDA's models but too complicated
- Created a new process three years ago

Ms. Lubach also shared her district's process, which was very similar to WSD.

- They were a part of WSSDA's pilot 5-years ago – handout provided
- Narrowed down to the 2 most effective and doable models
 - Standards based
 - Outcomes based
- If you want to go to the WSSDA's website to find them, take some time, very lengthy
- They took a blended approach that is in alignment with their strategic plan.
- They first take the comments of the superintendent on how he feels he has met the goals into consideration for the evaluation
- Then the board meets and evaluates the superintendent individually but do not share their individual scores with the superintendent, because the average is the board's score, they are "one" as the board in the evaluation process.
- This is only discussed in an executive session

There will be an executive session at the end of the next week's workshop for this discussion.

They all shared that this was a valuable session and thanked Ms. Lubach.

- **MEETING ADJOURNED:** Adjourned the meeting at 6:30 pm.

President

Superintendent

Date



Wenatchee School District

Regular Board Meeting

Minutes of February 13, 2018

WSD District Office

Board Members

Michele Sandberg, President
 Sarah Knox, Vice President & DLT Board Representative
 Sunny Hemphill, Board Legislative Representative
 Laura R. Jaecks
 Walter Newman

Staff Present

Brian Flones, Superintendent
 Cabinet

I. Regular Meeting 6 p.m.

Michele Sandberg, President, opened the regular board meeting at 6:00 p.m. with the pledge of allegiance and asked for a motion to adopt the agenda.

II. Consent Agenda

MOTION MADE: Sunny Hemphill made the motion to adopt the agenda as presented.

SECONDED: Laura R. Jaecks

PASSED UNANIMOUSLY

Dave Yancey, Director of Operational Technology was asked to answer questions on the Micro K-12 RFP WSD-20171031 Vendor Contract for Planned E-Rate Purchases which was in the consent agenda. After their questions were answered President Sandberg asked for a motion on the consent agenda.

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

SECONDED: Sarah Knox

PASSED UNANIMOUSLY

Consent Agenda included:

MINUTES: Reg. Bd. Mtg. 1/23/18

PERSONNEL REPORT PREPARED BY:

Lisa Turner, HR Executive Director: Feb. 13, 2018- On file

PAYROLL PREPARED BY:

Tami Hubensack, Director of Payroll: None

VOUCHERS & CONTRACTS PREPARED BY:

Karen Walters, Director of Accounting –2/13/2018

General Fund

Check numbers 596731 through 596982 totaling \$665,996.39

Capital Projects Fund

Check numbers 596983 through 596986 totaling \$22,945.21

Associated Student Body Fund

Check numbers 596987 through 597041 totaling \$66,201.14

4) Contracts

Date	New / Renewal / Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract	Reviewed by	PO Required?
01/24/18	Renewal	No	Washington State University	Student Teaching	\$0	1/1/18 - 12/31/2023	Lisa Turner	Les	No
					Budget Code				
					N/A				
01/24/18	New	No	Foster Pepper LLC	Bond Counsel Engagement Letter for the Issuance of Unlimited Tax General Obligation Bonds	\$80,050	Upon Approval until Completed	Brian Flones	Les	Yes
					Budget Code				
					9700-11-7000-000				
01/23/18	Renewal	Yes	Cascade Columbia Fisheries Enhancement Group	Interactive & experiential educational opportunities	\$4,000	2017-2018 School Year	Jodi Payne Smith	Les	Yes
					Budget Code				
					5200-31-7000-000-3010				
01/22/18	New	No	Micro K-12	RFP WSD-20171031	\$51,970	7/1/18 - One time purchase	Dave Yancey	Les	Yes
					Budget Code				
					9700-65-9000-000				

Date	New / Renewal / Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract	Reviewed by	PO Required?
01/31/18	New	No	Women's Resource Center of NCW	Homeless Student Stability Grant	\$72,000	8/1/17 - 6/30/18	Karen Walters / Bill Eagle	Les	No
					Budget Code				
					5824-24-7000-000				
01/29/18	Renewal	No	School Data Solutions	Share state/district assessment records	\$0	2/1/18 - 8/31/18	Ron Brown	Les	No
					Budget Code				
					N/A				
01/31/18	New	No	Dr. Janet Gordon	Leadership	\$65 Hr	1/15/18 - 8/31/18	Brian Flores	Les	Yes
					Budget Code				
					9700-11-7000-000				
02/05/18	New	No	Jostens Inc.	Yearbook Agreement for 2018- 2019 school year	Not Set	2018-2019 School Year	Travis Williams / Jacob Bucholz	Les	Yes
					Budget Code				
					402-4550				
02/05/18	New	No	Courtyard Marriott	Conference room for DECA conference	\$400	3/1/18	Sierra Larkin / Jacob Bucholz	Les	Yes
					Budget Code				
					402-4425				
02/07/18	New	No	Solution Tree	Design Five workshop for middle school staff	\$17,000	6/25/18 - 8/26/18	Rob Cline	Les	Yes
					Budget Code				
					5501-31-7100-203				
01/08/18	New	No	Eastern WA University - 2nd Time	Cooperative Teaching Agreement	\$0	1/1/18 - 6/30/21	Lisa Turner	Les	No
					Budget Code				
					N/A				
01/23/18	New	No	NCESD Contract #1801700148	Apple STEM Partner Allocation	\$4,000	9/1/17 - 8/31/18	Diana Haglund	Les	Yes
					Budget Code				
					N/A				
01/16/18	Renewal	No	Public Consulting Group	Medicaid LEA Billing Compliance Agreement	\$0	Upon Approval - No end date	Trisha Craig	Les	No
					Budget Code				
					N/A				
01/31/18	New	Yes	CWU Gear Up - SOAR2	Subaward Agreement Contract #2227880001YR4	\$63,892	1/13/18 - 9/24/18	Karen Walters / Bill Eagle	Les	No
					Budget Code				
					N/A				
01/31/18	Revision	Yes	CWU Gear Up - MOSAIC	Subaward Agreement Contract #221206000C2	\$19,573	9/26/17 - 6/25/18	Karen Walters / Bill Eagle	Les	No
					Budget Code				
					N/A				
01/17/18	New	No	Tall Timbers Ranch	Pioneer 6th grade Outdoor Ed Camp	\$7,245	5/23/18 - 5/25/18	Greg Simmons / Dan Wilson	Les	Yes
					Budget Code				
					203-4400				

5) Surplus Report & Other Consent Items

SURPLUS REPORT PREPARED BY:
 Karen Walters, Director of Accounting: None
CAMPS & CLINICS: Recreational Youth Camp (6/18-20/18) & GBB/BBB Youth Basketball (6/25-29/18)
POLICIES 2nd READING: None

ASB Reports

WHS ASB: Sabastian Pasion, ASB VP & Pres. Marc Hernandez presented the following news to the board.

- February 14-16 are dates for this year’s Janice Frans Talent Show. Chelane Paine is the beneficiary and the proceeds will help her in her long fight against breast cancer. He wants to see everyone attend. DON’T MISS IT, EVERYONE COME!
- ASB is working with middle school students for the smooth transition to the high school next year. They are building a bridge along with the counselors.
- They are preparing for the ASB elections, trying to pull in more diverse groups to run for offices so there is a broader representation of the student body.

WSHS: Leadership team, Eric Morris and Seny Gonzales, reported:

- Window decals now on sale for \$10 – all proceeds go to building a school in Haiti
- The Spaghetti Feed, with help from WVTSC Culinary, auction fundraiser is coming up, please join them March 15th AND taking money and donations for silent auction.
- Money to benefit a young 4-year old leukemia victim.

Citizen’s Comments Summaries

Lori Wisemore, President of PSE #1012, read the following statement to the board and provided them with a copy of the officers, their pictures, so they can recognize them in the district on links to contact information, salary schedule and chapter bylaws.
 Statement:

My name is Lori Wisemore and I am the Chapter President for Wenatchee Association of PSE. I would like to share with the school board about our organization. We are a group of over 300 school district employees who are para educators, secretaries, professional, and technical classified staff. We are Educational Support Professionals. There are 2 other PSE chapters in the Wenatchee School District. They are the Maintenance & Operations chapter who represent mechanics, custodial, trades, maintenance, grounds. And the other is Transportation Bus Drivers. Together we are over 30,000 members strong across Washington, playing a vital role in the operation of Early Learning, K-12 and University educational support.

In Wenatchee, we have 227 individuals providing para educator services in the district, they are the bus paras, crossing guards, recess supervisors, instructional support, behavioral support, and special education support staff. We have over 90 individuals providing secretarial support to our district staff, students, and families, making sure necessary reporting gets made to OSPI and other entities as required. We have about 11 individuals providing professional support to students, including Blind or Deaf Interpreters, Campus Security, and a Homeless Liaison. Our technology group has about 20 employees who maintain internet, servers, devices and much more for the entire district.

We are a large group of dedicated educational support professionals. At last glance, we have 6 members who have worked here for over 30 years! About another 30 members who have worked here for 20-30 years. That is a big commitment to WSD!

We recently concluded our labor & management meetings with the district team. Something new for us this year is the make-up of the District Team that we meet with. It now includes 3 principals, one from elementary, middle, and high school. We have had some great discussions and are preparing to start negotiations in March to get a new contract in place by September 2018.

In closing, I have an information sheet to share with you that has our local board member's contact information and a picture to put a face with our names. Feel free to reach out to me or any of the representatives listed with any questions you may have regarding classified staff.

Christian Cutter: WHS AP student, Christian is not in favor of the new high school schedule. He feels that it has had a negative impact on his learning environment and has hampered his ability to be better prepared for state testing, having to use his lunch periods and after school for tutoring to keep the material fresh in his mind after the classes are long over. He also pointed out other issues that he feels have had negative affects on students, learning.

Jennifer Talbot: Parent of 4 students in the WSD and community member. Ms. Talbot noted that the board is looking at the WL Mission & Vision for WSD. Ms. Talbot asked the board to please clarify to the community and parents what exactly their plan is. Is it to change and start all over again or just update it as we go forward with Wenatchee Learns? She asked for clarity from the board not only for her but also for other parents and to our community.

Field Trips

Jodi Smith Payne, Assist. Supt. L&T and the teachers and club advisors were present to ask for board for approval of their event/field trips. Each advisor/teacher explained details to the board and answered their questions.

Out of District/Overnight & Out of State Field Trip Requests for Board Approval February 13, 2018										
Requesting Location	Trip Number	Dates	Destination	Teacher/Advisor Name	Group Making Trip/Chaperones	Educational Objective	# of Adults	# of Students	Estimated Cost	Funding Source
WHS CTE	3996	04/04/2018 11:30:00 AM - 04/07/2018 03:30:00 PM	Maydenbauer Center - Bellevue WA	Meg Lovercamp	WHS FBLA - WA state competition	Students engaged in competitive events related to business. For example, Job Interview, Marketing, Global Business, Digital Video Production, Social Media Campaign, etc. Students will also be practicing their leadership and public speaking skills.	2	18	\$ 2,217.23	CTE - WHS
WHS CTE	3789	04/22/2018 06:00:00 AM - 04/23/2018 06:00:00 PM	Stanwood Fairgrounds	Matt Klime	Wenatchee FFA members competing in the State Environmental Natural Resources Competition	Students will compete in the Washington State FFA Environmental Natural Resources Competition, evaluating water quality, soil quality, air quality, wildlife principles, and all these together as ecosystems. Students will also expand their knowledge of the biomes of the western side of the State of Washington.	2	10	\$ 2,007.03	CTE - WHS
WHS - MOSAIC/MIGRANT	3764	03/16/2018 04:00:00 PM - 03/18/2018 03:00:00 PM	Lincoln Street Elementary School 1825 SW Broadway, Portland, OR 97201, USA	Ramon Rivera	Mariachi Huenachi attending the Portland State University Mariachi Festival	Attend Mariachi Festival for performance, coaching and the opportunity to see other Mariachi bands perform.	4	31	\$ 2,014.53	MOSAIC - CWU
WHS ASB	3884	05/18/2018 06:00:00 AM - 05/20/2018 02:00:00 PM	3073 NW Bucklin Hill Rd, Silverdale, WA 98383, USA	Jim Kovach	GA Band which includes: band, percussion, color guard	Perform on Capitol Steps, march and compete in parades in Bremerton and Port Townsend. Celebrate end of year at Great Wolf Lodge.	10	96	\$ 4,178.43	ASB WHS - Band
WHS ASB	3902	02/26/2018 10:30:00 AM - 02/27/2018 04:30:00 PM	Grandview High School - Grandview WA	Ramon Rivera	Mariachi Huenachi	Performance in Grandview and workshop from professional mariachi musicians.	4	31	\$ 1,065.72	ASB WHS - Mariachi

Added for approval during the meeting.

Requesting Location	Number	Dates	Destination	Name	Group Making Trip/Chaperones	Educational Objective	Adults	Students	Cost	Funding Source
Wenatchee High School CTE Department	4003	06/22/2018 07:30:00 AM - 06/27/2018 09:00:00 PM	Baltimore, MD	Meg Lovercamp	FBLA National Conference	Washington state competitive event winners earn the opportunity to compete at the National Leadership Conference in Baltimore, MD. Compete with achievers across the nation in business-related topics. Network with students - developing professional contacts conduct self in business manner representing Washington State developing speaking and role play skills.	2	12	??	CTE funds - Unknown Panther Pit Stop funds - \$800 Funds - \$1400 Unknown WHS Parent Other funds -

MOTION MADE: Laura Jaecks made the motion to approve all the field trips, including the FBLA National Conference as presented.

SECONDED: By Sarah Knox

PASSED: Unanimously

Wenatchee Learns Strategies

WENATCHEE LEARNS STRATEGIES:
Wenatchee Learns Visioning Process

Colin Brine, Be Clearly CEO, introduced himself to the board. Mr. Brine gave a brief history of the process and development of Wenatchee Learns. Over 4,000 community members, staff, students and parents took part in this process. It took 18 months from start to finish. The board members who were part of that process also shared their experience. After answering the board's questions Mr. Brine said he is very happy for the opportunity to revisit WSD WL Vision and Mission and update it after 5 years of it's inception. There is a lot of excitement within the board and community to start up the process again with community involvement again. The board thanked him for his leadership.

Strategy 3: Use the Best Tools & Resources to Advance Learning

Objective 3.4 Facilities that Optimize Learning

Gregg Herkenrath, Dir. of Facilities, presented the following three for approval from the board.

1) Lincoln Elem - Lydig Construction Contract Change Order 014

SITUATION

Change Order No. 14 is attached for your review. The change order includes three (3) additive changes and two (2) deductive changes to the construction contract for the Lincoln Elementary School Modernization and Addition project. The three (3) additive are owner requests; one (1) of the deductive change is field modifications that cost less than anticipated; one (1) deductive change is crediting back the balance of the unused General Contractor/Construction Manager (GC/CM) construction contingency.

The total for change order percentages is 9.17% of the construction contract amount of which 4.51% is for owner selected alternates; 0.29% is for owner requested changes during construction; 0.21% is for agency requirements; 3.03% is for unforeseen soil conditions; 0.91% is for construction coordination.

Original Construction Contract Amount	\$19,445,406.00
Current Change Order	
Change Order No 14	\$13,405.00
Total Change Orders	
Change Order 1 thru 14	\$1,769,608.00
Contract Amount including this Change Order	\$21,215,014.00

RECOMMENDATION

The Board of Directors approves Change Order No. 14 to Lydig Construction, Inc. for the Lincoln Elementary School Modernization and Addition Project in the amount of \$13,405.00 increasing the contract amount to \$21,215,014.00.

MOTION MADE: Sarah Knox made the motion to approve Lincoln Elem - Lydig Construction Contract Change Order 014 as presented by Gregg Herkenrath, Director of Facilities.

SECONDED: By Laura R. Jaecks

PASSED: Unanimously

2) Rec Park - SLA Architects Contract Modification 2

Amendment #2 the original contract dated July 1, 2015 between SLA and WSD to provide for architectural, engineering and landscape services for the hitting / pitching facility to complete the project per attached.

Scope of Services: Additional Services

Pacific Engineering: Provided as authorized by Wenatchee School District on an hourly basis civil engineering and structural engineering to revise the permit documents as required by authority having jurisdiction’s permitting comments for the hitting facility. See Pacific Engineering invoices.

Sazan: Mechanical and Electrical additional services for separation of original design documents into multiple bid packages and alternates during first bid period and value engineering changes to the set after original bid was over budget. Included base bid package of minimal basic code required mechanical air handling, electrical services, panel and lighting to meet code minimum for certificate of occupancy. Alternate bid package design and rebid packages for additional full build out of team room, coaching office, and restroom/shower room and associated electrical for building lighting for fixtures and loads for WPS to complete installation with in-house electrical of balance of electrical work, or by contractor as the districts discretion.

Fee

The original contract for the conceptual design of the hitting facility was \$12,500.00 Additional services #1 for Construction documents was added in the sum of \$77,845.00 (excluding reimbursable expenses). Additional Services #2 for Re-bidding and reimbursable expenses are included below. Revised Contract Total after Add Services **\$117,176.41**

Additional Services for the above listed work includes:

• Pacific Engineering (civil & Structural)	\$7,446.75
• Sazan (Mechanical & Electrical)	\$14,990.00
• Public Notice for Bidding	\$1,325.56
• Special Inspection Testing (CSI)	\$832.60
• SLA Markup B&O/Taxes	\$2,236.50

CONSULTANT NAME & ADDRESS				
SLA Landscape Architecture			February 5, 2018	
Name			Vendor No.	
23530 SE 456th Way, Enumclaw, WA 98022			Date	
(425) 766-9535				
Telephone Number			FEDERAL ID TAX NUMBER	
FISCAL YR.	ACCOUNT CODE	OBJECT CODE	LOCATION/SOURCE	MODIFICATION AMOUNT
2017-18	20 E 530 1501 12 7000 500			26,831.41
The following changes in your contract with the Wenatchee School District No 246 dated July 1, 2015 are hereby approved as indicated below: DESCRIPTION OF SERVICES CHANGE: * Except as specifically modified below, the Original contract remains in force. Modification #2 to the original contract dated July 1, 2015 between SLA and WSD to provide additional services for architectural, engineering, and landscape services for the hitting/pitching facility at Rec Park to complete the project per summary letter attached.				

DATE EXTENSION CHANGE: (Indicate reason for extension of time in description of service change area)	
DOLLAR AMOUNT CHANGE: (Indicate reason for dollar change in description of service change area)	
Original Contract Sum:	\$ 12,500.00 (not to exceed)
Net Change of Prev. Authorized Mods # 1 thru #1:	77,845.00 (actual amount of Contract Mod 1)
Contract Sum Prior to this Modification:	\$ 90,345.00 (not to exceed)
Contract Sum change by this Modification:	26,831.41
Net Contract Sum Including this Modification:	\$ 117,176.41
This modification becomes a part of the original contract when signed by the consultant and the Wenatchee School District No 246: I hereby approve and authorize change to this contract:	

Director Laura Jaecks gave a brief history for the new board members about the \$1,000,000 anonymous donation for the baseball facilities. After a brief discussion Mr. Herkenrath asked for approval.

MOTION MADE: Laura Jaecks made the motion to approve Rec Park - SLA Architects Contract Modification 2 as presented by Gregg Herkenrath, Director of Facilities.

SECONDED: By Sunny Hemphill

DISCUSSION: None

PASSED: Unanimously

3) Park - Berry Construction Change Order 002

Rec Park – Change Order #02 to construction contract dated June 13, 2017. This change order encompasses COP #3 which is an add of \$2,811.00 for exterior secondary underground power; COP #6 which is an add of \$4,454.00 for the installation of the batting cage netting system; and COP #7 which is a no cost change order for purple painted steel. Therefore increasing the contract by \$7,265.00 plus Washington State Sales Tax.

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COP #3 - Exterior Secondary Underground Power	\$ 2,811.00
COP # 6 - Batting Cage Netting System	\$ 4,454.00
COP # 7 - Purple Painted Steel	\$ 0.00
TOTAL	\$ 7,265.00

The original Contract Sum was	\$ 524,673.00
The net change by previously authorized Change Orders	\$ 288.00
The Contract Sum prior to this Change Order was	\$ 524,961.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,265.00
The new Contract Sum including this Change Order will be	\$ 532,226.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be February 9, 2018.

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

After a brief description of the work Mr. Herkenrath asked for approval.

MOTION MADE: Sarah Knox made the motion to approve **Park - Berry Construction Change Order 002** as presented by Gregg Herkenrath, Director of Facilities.

SECONDED: By Sunny Hemphill

DISCUSSION:

PASSED: Unanimously

Objective 3.3 The Right Tools & Resources for Staff

1) WSD Physical Education Update

WSD Elementary PE Specialists and their schools:

- Ben Dotson - Sunnyslope/Mission View
 - Russ Nielsen - Newbery
 - Camille Jackson - Lincoln
 - Kim Crown - Washington
 - Heidi Toigo - Mission View
 - Jocelyn Flitton - Columbia
 - Matt Lewallen - Lewis and Clark
 - Allison Malm - Newbery
 - Kari Hertzog - Lewis & Clark, Washington, Mission View
 - Michael Hamilton - Washington
- (Matt Lewallen was unable to attend.)

The PE Specialists presented the following to the board.

PE MATTERS!! A Fit body Equals a Fit Mind

Recommendation by Center for Disease Control, American Heart Association, and American Academy of Pediatrics:

Elementary-age children should take part in at least 60 minutes of moderate to vigorous physical activity each day. It is reasonable for children to get at least 30 minutes of that time in school.

What does the research say?

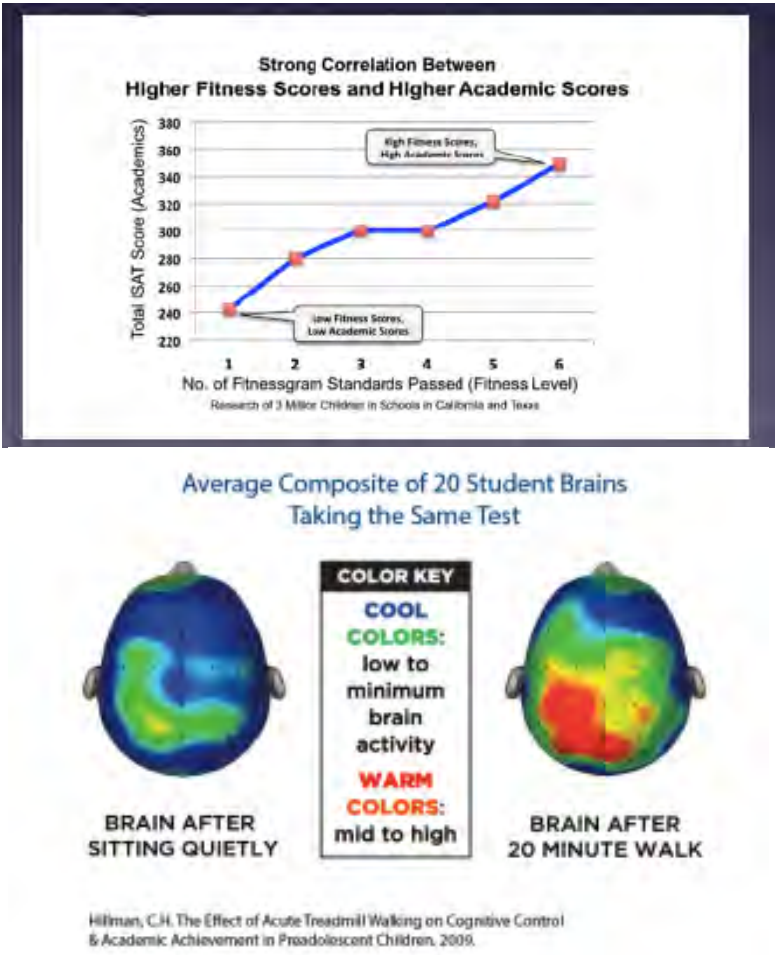
- 1 in 3 children in the U.S. are considered overweight or obese
- 1 in 4 children don't participate in any free-time physical activity
- Obese youth have an elevated risk for health problems like heart disease, type 2 diabetes, high blood pressure, and other health risks related to cardiovascular disease.

What is the state law?

WAC 392-410-135 - Pursuant to RCW 28A.230.040, an average of at least 100 instructional minutes per week per year in physical education shall be required of all pupils in the common schools in the grade school program (grades 1-8) unless waived pursuant to RCW 28A.230.040.

According to brain research...

Exercise increases oxygen flow in the brain, which reduces brain-bound free radicals. This increase in oxygen has been found to always be accompanied by an uptick in mental sharpness.



What is the current reality in WSD?

- Five elementary schools have PE for 35 minutes two days per week.
- Two elementary schools (Lincoln and Columbia) have a variance to their schedule that reduces the amount of PE minutes students receive per week.

Why the variances?

Staffs at Columbia and Lincoln were looking for a way to increase the amount of uninterrupted instructional time in the classroom and provide opportunity for collaboration time for classroom teachers.

Due to the variance at Columbia:

K-3rd get 45 minutes every 4 days (35 on Mondays) 4th-5th get one session of 35 minutes and one of 40 minutes each week

Due to the variance at Lincoln:

Kindergarten gets 30 minutes 3 days per week (PE and Music teachers transition the students between these two specialist areas, reducing that time by an additional 5 minutes) 1st-2nd get 30 minutes 2 days per week (PE and Music teachers transition the students between these two specialist areas, reducing that time by an additional 5 minutes) 3rd-5th get 60 minutes 1 day per week

*Students that have PE on Friday, have already missed 6 out of 22 PE sessions so far this year

The cost of these variances:

Columbia students, over the course of 6 years, lose 1/3 of a year of PE instruction (900 minutes)
Lincoln students, over the course of 6 years, lose nearly a full year of PE instruction (2100 minutes)

What are we recommending?

Equity among all of the elementary schools to maintain having PE for at least 2 days and a minimum of 70 minutes total per week.



Physical Education—It’s The Law

Physical education requirements. WAC392-410-135.

- (1) Grades 1-8. Pursuant to RCW 28A.230.040, an average of at least one hundred instructional minutes per week per year in physical education shall be required of all pupils in the common schools in the grade school program (grades 1-8) unless waived pursuant to RCW 28A.230.040.
- (2) Grades 9-12. Pursuant to RCW 28A.230.050, a one credit course or its equivalent shall be offered in physical education for each grade in the high school program (grades 9-12).

Basic education. RCW 28A.150.210

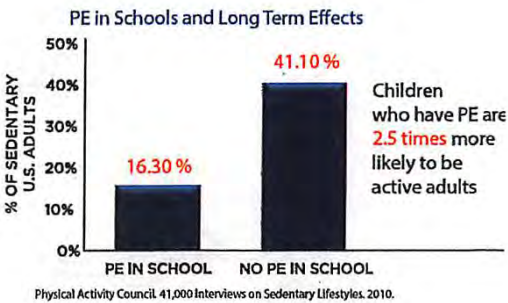
- (2) Know and apply the core concepts and principles of health and fitness.

Requirements for high school graduation. WAC180-51-067

- (5) Two **health and fitness** credits (.5 credit health; 1.5 credits fitness). Students may be excused from the fitness requirement under RCW 28A.230.050. Such excused students shall be required to demonstrate proficiency/competency in the knowledge portion of the fitness requirement, in accordance with written district policy.

Benefits of Quality of Physical Education:

- The opportunity for fitness assessment, goal setting and programs of instruction to realize those goals.
- The opportunity to develop cognitive concepts about fitness and motor skill.
- The opportunity to improve social skills, cooperative skills and respect for others through structured physical activity.
- The potential for students to be encouraged on living an active and a healthy lifestyle.



After much discussion about the schools variances and the challenges the PE Specialists are having with the amount of time they are given, the board thanked them and acknowledged the need to provide a balanced education and learning experience for our students. They understand the demands on the classroom academics and the time restraints on the schools. They talked about the possibility of revisiting this issue. The Specialists thanked the board for allowing them to share.

2) Revised Policy: #3123 Policy 1st Reading

Mark Helm, Executive Director of Student Services explained to the board the reasoning behind the changes in this policy. This issue has dramatically affected the dropout rate, by not counting them as withdrawals until they are enrolled in another school. When they leave the country those schools are difficult to get any documentation from therefore these students are counted as our “dropouts”.

Policy	Title	Suggested Action	District Recommendation	Rationale
3123	Withdrawal Prior to Graduation		Approve	Change recommended by OSPI.

This policy will come up for adoption at the next board meeting in the consent agenda.

Strategy 4: Balance Change for All with Excellence for All

Objective 4.2 Sound fiscal and resource management
2018-19 Staffing Review

Lisa Turner, Executive Director of HR presented the following as an information item.

Retire - Resign - Replace

	Name of Retire, Resign, or Transfer	Assignment	Location	FTE	notes	Replaced by
1	Fink, Teri	Communications Specialist	DO	1.00	No post - absorb within current staff	
2	Force, Monique	Healthy Living Teacher	FMS	1.00		
3	Kellogg, Evelyn	Special Ed Teacher	FMS	1.00	Hold pending transfer	
4	Reyes, Mario	New Hire - Spanish/ELL (manzo) N/C	FMS	0.40		
5	Corrigan, Mary	New Hire - P E -(kyle/crown) - N/C	L&C	0.20	Hold - may absorb with current specialist	
6	Rudell, Laura	New Hire - 3rd Grade (collins) N/C	L&C	1.00		
7	Sollom, Denese	Special Ed Teacher	LINC	1.00		
8	Dundas, Cheri	2nd Grade Teacher	NBY	1.00	hold pending choice numbers	
9	Harmening, Sandra	Reading Intervention Specialist	NBY	1.00	Special Program funded	
10	Hessburg, Johnette	Special Ed Teacher	NBY	1.00		
11	Reyna-Smith, Soyla	Kindergarten Teacher	NBY	1.00	needs to be bilingual	
12	Graham, Randy	Math Teacher	OMS	1.00		
13	Quinn, Gina	Physical Therapist	SPED	0.40	Hold - program review	
14	Martinez, Cheryl	Music Teacher	SS/MV	1.00		
15	Reeves, Ronald	PE Specialist	WHS	1.00		
16	Simmons, Rachael	French/AVID Teacher	WHS	1.00		
17	Deal, Daniel	New Hire - SCIENCE - N/C	WHS	1.00		
18	Wilson, Emily	New Hire - SOCIAL STUDIES (stewart) N/C	WHS	1.00		
19	Lynch, Timoth	History/English/PE Specialist Teacher	WSHS	1.00		
20	Ronhovde, Peggy	Math Teacher	WSHS	0.40		
21	Morrow, Carolina	ELL Teacher .4 (sanchez)	WSHS	1.00		
		Total FTE		18.40		

Requests for New Positions/FTE

	POSITION	BLDG	FTE	NOTES	FILLED BY
1	K-8 ELA	Valley	1.00	current model has 9 workshop instructors	
2	K-8 Music/PE/Art	Valley	1.00		
3	6-10 Math	Valley	1.00		
4	K-8 ELA	Valley	0.40	Difference is 85k increase	
5	5th Grade	SS	1.00	based on enrollment - go 3 track at 5th grade	
6	Art Teacher	PIO	0.50	need more electives to alleviate overloads - current overload costing 45k	
7	Music Teacher	PIO	0.50	need more electives to alleviate overloads 18-19 estimate of overload 13k	
8	5th Grade Teacher	L&C	1.00	Wants a full 4 track at 5th grade for consistent delivery of program and split between english/spanish	
9	PE Teacher	FMS	0.50	need more electives to alleviate overloads 18-19	
	Total Requested FTE		6.90		

Unfilled and/or Absorbed

POSITION	BLDG	FTE	NOTES
1st Grade	SS	1.00	Cari Valdovinos - needs an assignment - this was an overload position from MV in the 16-17 year
2nd Grade	COL	1.00	Moria Hutchinson/Rachel Searles needs an assignment, was covering a leave replacement - this is an overload position from COL in the 16-17 year
PE Specialist	NBY	0.40	based on sections, will not need the extra PE
Total Unfilled - Absorbed		2.40	

Transferred Positions

PE Specialist	WA/MV/L&C	1.00	Assigned for numbers to Elementary - need an assignment for 18-19
Special Education Teacher	Skill Source/WVTSC	1.00	Moved from Transition house - Need an assignemnt for 18-19
		2.00	

Net Increase in FTE 2.50

Central Office Classified

Name	Assignment	Location	FTE	replaced by
Dianna Haglund	Wenatchee Learns Coordinator	DO/Chamber	1.00	Promote to Director of Community Relations, absorb Fink responsibilities and combine current Wenatchee Learns Coordination, provide a full-time secretary-with grant funds savings for first 2 years = 104K. Ongoing savings of 74k per year

Ms. Turner gave a summary of each section and answered the board’s questions. Director Hemphill asked if the transfers in the district could come back to the board before next year, Ms. Turner said she could do that, they will also come back to the board in the personnel report on the consent agenda.

Board Communication

- Director Sunny Hemphill reported on 5-G Fun Fair that she attended earlier in the day for fifth grade career opportunities and high school students interacting with them. It was very well done.
- President Michele Sandberg attended the Wenatchee Valley Jazz concert and workshop including WHS and EHS students and 6 professional jazz musicians. It was very a great opportunity for our students.

Superintendent’s Report

- Planning calendar and updated board schedule given to board members. Supt. Flonex asked for specific questions they would like to have included in the topic list, which was also given to the board members. He asked for lead-time to please fill it in and return it to him or Lindee.
- Feb. 27th we have Elementary Math Adoption and Tech Tools board presentations, please let Mr. Flonex what the board wants to hear and see.
- Feb. 23rd is a Mid-Year review; we can incorporate the WSSDA workshop feedback and WL Vision/Mission. 8 am – 2 pm with last hour looking at the Superintendent evaluation process.
- Dual Credit booklet from WVC , will give one to each board member
- Also we have a brochure outlining the opportunities at WHS, WSHS and WVTSC, he will share with the board.

- Invitation to join Eastmont for a Workshop Training on Insurance Liabilities on May 29th – we will attend.

EXECUTIVE SESSION: Open meeting adjourned into the executive session at 7:50 p.m. The Board President, Michele Sandberg, read the following statement:

The school board will enter into executive session in accordance with board policy 1410, Section E, and RCW 42.30.110(g) to review the performance of staff members.

The executive session is expected to last 45 minutes and no action will be taken following the executive session

OPEN SESSION: The meeting was reconvened in open session no action taken – 8:45 p.m.

Meeting Adjourned

MEETING ADJOURNED: President Sandberg adjourned the meeting at 8:45 p.m.

President

Superintendent

Date

WENATCHEE SCHOOL DISTRICT

February, 27, 2018

TO:	BOARD OF EDUCATION
FROM:	Brian L. Fones, Superintendent
PREPARED BY:	Lisa N. Turner, Exectutive Director of Human Resources
SUBJECT:	PERSONNEL REPORT

HIRES

Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
Classified:						-
Cope, Delta	Clinical Supervisor - Temporary	-	8.00	WHS	-	-
Flanagan, Ramesh	Clinical Supervisor - Temporary	-	8.00	WHS	-	-
Findley, Tami	School to Work Liason - Director's Assist. Secretary	-	8.00	WHS/CTE	2/12/2018	-
Rodeback, Makaela	AVID Tutor	-		Multiple Buildings	1/31/2018	6/15/2018
Casique, Irvin	AVID Tutor	-		Multiple Buildings	1/31/2018	6/15/2018
Harvey, Jennifer	Director's Secretary	-	8.00	Safety	2/20/2018	-
Parish, Kelly	Sped Para Ed	-	6.00	OMS	2/26/2018	-
Certificated:						
Botello, Jennefer	Nurse	1.00	-	WHS	2/12/2018	-

LEAVE OF ABSENCE

Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
Classified:						
Barker, Wendy	Truancy Officer	-	8.00	Transportation	2/5/2018	2/19/2018
Jinotti, Cinnamon	Nutrition Service Associate I/II	-	4.00	PIO/L&C	2/5/2018	3/5/2018
Scott, Lilbern	Lead Custodian	-	8.00	FMS	1/25/2018	2/27/2018
Frede, Laurel	Bus Driver	-	5.90	Transportation	1/17/2018	2/5/2018
Strickland, Ashle	Bus Driver	-	5.65	Transportation	2/20/2018	3/20/2018
Smits, Lori	Sped Para Ed	-	6.00	Transition House	4/9/2018	4/20/2018

Cannedy, Rhonda	Sped Para Ed	-	6.00	OMS	2/14/2018	3/1/2018
Certificated:						
Vaughn, Michelle	Strings Teacher	0.80	-	L&C/MV/SS/WA	2/6/2018	6/15/2018
McLaren, Sherry (intermittent)	Art Specialist Teacher	1.00	-	FMS	11/21/2017	4/30/2018
Peterson, Leslie (Intermittent)	Instructional Coach	1.00	-	LNC/DO	2/14/2018	3/28/2018
Reinfeld, Jill	3rd Grade Teacher	1.00	-	WA	3/27/2018	4/13/2018
Carvitto, Jake	7th Grade Science Teacher	1.00	-	FMS	2/20/2018	6/15/2018
RETURN FROM LEAVE OF ABSENCE						
Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
Classified:						
Cannedy, Rhonda	Sped Para Ed	-	6.00	OMS	2/12/2018	-
Certificated:						
Larsen, Rebecca	1st Grade Teacher	1.00	-	WA	8/29/2018	-
DID NOT PASS PROBATION						
Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
Classified:						
Folden, Kari	Nutrition Service Elementary Lead	-	4.00	SS	02/02/2018	-
RESIGNATIONS						
Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
Classified:						
Eschwig, Lisa	Sped Para Ed	-	6.00	Sped	02/09/2018	-
Campbell, Eliza	Office Manager	-	8.00	WVTSC	03/30/2018	-
Certificated:						
Simmons, Rachael	French/AVID Teacher	1.00	-	WHS	06/15/2018	-
RETIREMENTS						

Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
Certificated:						
Ronhovde, Peggy	Math Teacher	0.40	-	WSHS	6/30/2018	-
Reeves, Ron	Health/Fitness Teacher	1.00	-	WHS	8/31/2018	-
RESIGNATION OF 2017-2018 SUPPLEMENTAL CONTRACTS						
Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
Campbell, Eliza	Webmaster	-	-	WVTSC	-	-
2017-2018 SUPPLEMENTAL CONTRACTS						
Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
Critchell, Stephanie	Head Girls Swim	1.00	-	District	-	-
Hurt, Allison	National Board Facilitator	0.50	-	LNC	-	-
Valeri, Desilee	National Board Facilitator	0.50	-	SS	-	-
Flynn, Genea	Assistant Fast Pitch	1.00	-	WHS	-	-
Vargas, Celine	Assistant Girls Swim	1.00	-	District	-	-
Jagla, David	WIA - Online Contemporary World Problems	-	-	WHS	-	-
Harle, Brandon	WIA - Online US History	-	-	WHS	-	-
Jelsing, Shelly	WIA - Online Lifetime Fitness	-	-	WHS	-	-
Blair, Dale	WIA - Online Health	-	-	WHS	-	-
Jensen, Todd	Science Team Leader	0.27	-	FMS	-	-
Carvitto, Jake	Science Team Leader	0.57	-	FMS	-	-
Molitor, Rebecca	WIA - World Studies	-	-	WHS	-	-
Narte, Jenaia	Science Team Leader	0.12	-	FMS	-	-
Woolsey, Mark	National Board Facilitator	-	-	District	-	-

Wenatchee School District NO. 246

PAYROLL

FEBRUARY 2018

We, the undersigned Board of Directors of the Wenatchee School District No. 246, Chelan County, Washington, do hereby certify that the persons named in the attached payroll are employed by said school district and entitled to the sums specified in the final payroll register. The payroll is approved for payment in the amount of \$ 6,994,587.75 for the month of February 2018.

Secretary: _____

Board Members: _____



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 597095 through 597317 totaling \$459,583.91

Capital Projects Fund

Check numbers 597318 through 597326 totaling \$204,801.22

Associated Student Body Fund

Check numbers 597327 through 597362 totaling \$23,535.88

Transportation Vehicle Fund

Check number

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 February 27, 2018, the board, by a _____ vote, approves payments, totaling \$687,921.01. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:
Warrant Numbers 597095 through 597362, totaling \$687,921.01

Secretary _____	Board Member _____
Board Member _____	Board Member _____
Board Member _____	Board Member _____

Check Nbr	Vendor Name	Check Date	Check Amount
597095	A & A MOTORCOACH	02/28/2018	500.00
597096	AG SUPPLY COMPANY	02/28/2018	36.38
597097	ALLEN, KAREN A	02/28/2018	21.64
597098	AMAZON CAPITAL SERVICES	02/28/2018	4,471.32
597099	AMERICAN PRODUCE EXPRESS, LLC	02/28/2018	1,782.25
597100	AMERIGAS	02/28/2018	1,259.06
597101	ANDERSON, ERIC JOHN	02/28/2018	379.71
597102	APPLE COMPUTER INC	02/28/2018	12,842.14
597103	APPLE VALLEY PUMPING SER INC	02/28/2018	747.96
597104	AQUATIC SPECIALTY SERVICES INC	02/28/2018	1,095.93
597105	ARREOLA, LETICIA	02/28/2018	101.50
597106	AVID CENTER	02/28/2018	6,360.00
597107	AW REHN & ASSOC INC	02/28/2018	242.00
597108	BATTERY SYSTEMS	02/28/2018	15.77
597109	BEDARD, LISA R	02/28/2018	13.19
597110	BEESON, JAMES ARTHUR	02/28/2018	57.36
597111	BISHOP JR, THOMAS H	02/28/2018	18.00
597112	BLAIR, DALE F	02/28/2018	210.00
597113	BOB MAUREEN MCNEIL	02/28/2018	7,147.00
597114	BOWEN, PAMELA R	02/28/2018	25.00
597115	BRYSON SALES & SERVICE	02/28/2018	425.96
597116	BSN SPORTS	02/28/2018	359.05
597117	BULLIS, ROBERT W	02/28/2018	35.00
597118	BURTS, HOLLY KATHLEEN	02/28/2018	11.90
597119	CAEMMERER, ADELE L	02/28/2018	30.21
597120	CARVITTO, JUSTIN JOSEPH	02/28/2018	51.88
597121	CASCADE QUALITY WATER CENTER	02/28/2018	503.50
597122	CE JACKSON CONSULTING	02/28/2018	2,902.18
597123	CERTIFIED LABORATORIES	02/28/2018	378.20
597124	CHINOOK MUSIC SERVICE INC	02/28/2018	95.81
597125	CLANCY'S FARM LLC	02/28/2018	1,202.46
597126	COASTAL FARM AND HOME SUPPLY	02/28/2018	64.83
597127	COEUR D'ALENE HIGH SCHOOL	02/28/2018	150.00

Check Nbr	Vendor Name	Check Date	Check Amount
597128	COLEMAN OIL	02/28/2018	8,453.78
597129	COLLEGE BOARD	02/28/2018	338.32
597130	COMMERCIAL PRINTING INC	02/28/2018	1,398.03
597131	COMMUNITY GLASS	02/28/2018	663.83
597132	CONGER, DENNIS DWIGHT	02/28/2018	276.01
597133	CONSOLIDATED ELECTRICAL DISTRI	02/28/2018	2,615.02
597134	CORDES, JOSEPH MICHAEL	02/28/2018	13.04
597135	CORTES, TONYA ALICIA	02/28/2018	52.93
597136	CTS CASH OFFICE	02/28/2018	7,437.83
597137	CUMMINS INC	02/28/2018	347.36
597138	DANIELSEN, PAULA	02/28/2018	6.00
597139	DAVIS, ARNEIL LAW FIRM LLP	02/28/2018	17,046.00
597140	DAY WIRELESS SYSTEMS	02/28/2018	1,815.71
597141	DEMCO INC	02/28/2018	290.09
597142	DISCOUNT TIRE	02/28/2018	780.14
597143	DOH ASSOCIATES PS	02/28/2018	1,706.88
597144	DOUGLAS, JENNIFER JO	02/28/2018	1,000.00
597145	DOWNEY, CONI J	02/28/2018	369.71
597146	EASTMONT HIGH SCHOOL	02/28/2018	125.00
597147	ECOLAB INC	02/28/2018	328.89
597148	EL CHARRO, LLC	02/28/2018	176.00
597149	FASTENAL COMPANY	02/28/2018	45.11
597150	FEDEX	02/28/2018	6.55
597151	FISHER, DUSTIN S	02/28/2018	68.82
597152	FOLLETT SCHOOL SOLUTIONS, INC	02/28/2018	624.62
597153	FOOD SERVICE OF AMERICA	02/28/2018	36,318.29
597154	FRANKS, SIERRA E	02/28/2018	16.20
597155	FRANZ FAMILY BAKERIES	02/28/2018	3,063.97
597156	FRED MEYER CUSTOMER CHARGES	02/28/2018	135.40
597157	FRONT ROW EDUCATION INC	02/28/2018	425.00
597158	FUN AND FUNCTION LLC	02/28/2018	78.94
597159	GOOD SAMARITAN FIRST AID	02/28/2018	740.00
597160	GRADUATION ALLIANCE INC	02/28/2018	1,833.15
597161	GREATMATS	02/28/2018	270.00
597162	GRIFFIN-BUGERT, CAROLYN GAIL	02/28/2018	12.00
597163	H D FOWLER	02/28/2018	911.48
597164	HAGLUND, DIANA JO	02/28/2018	30.00
597165	HAGLUNDS TROPHIES	02/28/2018	24.88
597166	HALLBERG, DIANE L	02/28/2018	13.99
597167	HARTLEY, MIKE	02/28/2018	10.36
597168	HEATH, MELINDA LEE	02/28/2018	76.52
597169	HELFRICH, JOHN	02/28/2018	47.74
597170	HERRON, TINA M	02/28/2018	33.14
597171	HOLLYWOOD LIGHTS, INC.	02/28/2018	515.57
597172	HOLMER, JAN E	02/28/2018	20.60
597173	HOME DEPOT	02/28/2018	3,860.39
597174	HOUGHTON MIFFLIN HARCOURT	02/28/2018	20,402.46
597175	HUIZINGA, JAMIE	02/28/2018	1,650.10
597176	ICICLE BROADCASTING INC	02/28/2018	150.00
597177	IE CLASS INC	02/28/2018	275.00

Check Nbr	Vendor Name	Check Date	Check Amount
597178	INLAND PIPE AND SUPPLY	02/28/2018	366.55
597179	INTERACTIVE MEDIA PUBLISHING	02/28/2018	299.00
597180	JCD REPAIR LLC	02/28/2018	406.96
597181	JELSING, SHELLEY	02/28/2018	9.51
597182	JERRYS AUTO SUPPLY	02/28/2018	601.51
597183	JOHNSON, ELISA ANN	02/28/2018	39.76
597184	JOSTENS DIPLOMA DIVISON	02/28/2018	8.73
597185	JUNIOR LIBRARY GUILD	02/28/2018	32.73
597186	JW PEPPER & SON INC	02/28/2018	411.92
597187	KELLER SUPPLY COMPANY	02/28/2018	934.64
597188	KENASTON MUSIC PROD.	02/28/2018	150.00
597189	KENMORE CAMERA	02/28/2018	97.45
597190	KENNELLY KEYS MUSIC	02/28/2018	147.21
597191	KIICK, LESLIE Y	02/28/2018	1,026.01
597192	KING COUNTY DIRECTORS ASSN	02/28/2018	7,058.83
597193	LANCASTER, SANDRA K	02/28/2018	19.46
597194	LANE, MICHAEL J	02/28/2018	224.76
597195	LEWALLEN, GARY	02/28/2018	35.00
597196	LEWIN, DEBORAH J	02/28/2018	29.98
597197	LEXIA LEARNING SYSTEMS LLC	02/28/2018	1,750.00
597198	LIFESKILLS/D SIMMONS	02/28/2018	98.87
597199	LIMA, MARIA ELENA	02/28/2018	15.80
597200	LINDELL, MICHELLE	02/28/2018	488.85
597201	LIQUIDS POWDERS & MACHINES	02/28/2018	204.33
597202	LOCAL TEL COMMUNICATIONS	02/28/2018	14,894.83
597203	LOFTUS, PATRICK JOSEPH	02/28/2018	8.62
597204	LOWES HOME IMPROVEMENT	02/28/2018	673.07
597205	MACKIN LIBRARY MEDIA	02/28/2018	743.26
597206	MADLAND, MARY	02/28/2018	208.33
597207	MARIACHI CONNECTION	02/28/2018	495.00
597208	MARIANNA INDUSTRIES INC	02/28/2018	1,131.16
597209	MARR, STANLEY G	02/28/2018	145.00
597210	MASON, TAYLOR B	02/28/2018	43.70
597211	MICRO COMPUTER SYSTEMS	02/28/2018	6,802.37
597212	MOSER, DONNA M	02/28/2018	355.51
597213	NCWMEA	02/28/2018	2,886.00
597214	NEOFUNDS BY NEOPOST	02/28/2018	2,000.00
597215	NORCO INC	02/28/2018	34.28
597216	NW BEARING-BDI	02/28/2018	209.95
597217	NW VITAL RECORDS CTR INC	02/28/2018	120.00
597218	O'REILLY AUTOMOTIVE STORES	02/28/2018	237.30
597219	OFFICE DEPOT	02/28/2018	7,301.38
597220	OLYMPIC HIGH SCHOOL	02/28/2018	566.00
597221	ON THE MEND MUSICAL INSTR REPA	02/28/2018	346.88
597222	ORIENTAL TRADING COMPANY INC	02/28/2018	69.91
597223	ORTH, CASIE C	02/28/2018	47.50
597224	OTHELLO SCHOOL DISTRICT #147	02/28/2018	150.00
597225	OTHER WORLD COMPUTING INC	02/28/2018	1,244.85
597226	OXARC	02/28/2018	1,097.58
597227	PACIFIC SECURITY	02/28/2018	150.00

Check Nbr	Vendor Name	Check Date	Check Amount
597228	PAYNE, DONNA R	02/28/2018	11.76
597229	PC & MACEXCHANGE	02/28/2018	4,508.70
597230	PEREZ, LUIS	02/28/2018	18.00
597231	PIO PETTY CASH	02/28/2018	47.72
597232	PLATT ELECTRICAL SUPPLY	02/28/2018	617.48
597233	PNTA	02/28/2018	997.13
597234	PORT, CURTIS	02/28/2018	10.46
597235	PORT OF CHELAN	02/28/2018	30.00
597236	PORT OF CHELAN	02/28/2018	326.00
597237	PRO BUILD CO., LLC	02/28/2018	157.09
597238	PUD NO 1 OF CHELAN COUNTY	02/28/2018	44,254.69
597239	QUINN, GINA A	02/28/2018	7.96
597240	R DIGITAL DESIGN LLC	02/28/2018	4,136.83
597241	R/P GUERRERO FARM	02/28/2018	1,350.00
597242	RANNE, SUZANNE MONIQUE	02/28/2018	13.08
597243	RATH, KARLYN M	02/28/2018	3.60
597244	RICHERSON, KRISSY D	02/28/2018	252.99
597245	RICOH USA, INC.	02/28/2018	12,717.65
597246	RICOH USA, INC	02/28/2018	2,572.46
597247	RIMES, KEVIN J	02/28/2018	450.00
597248	ROBINSON, JULIE A	02/28/2018	28.00
597249	ROBOTICS EDUCAT & COMPETITION	02/28/2018	250.00
597250	ROCHESTER 100 INC	02/28/2018	812.50
597251	ROCHE, STEPHEN	02/28/2018	35.00
597252	ROYSTER, JANELL MARIA	02/28/2018	485.90
597253	RWC INTERNATIONAL LTD	02/28/2018	2,355.21
597254	S & W IRRIGATION SUPPLY	02/28/2018	84.76
597255	SANDS, STEPHAN	02/28/2018	22.96
597256	SAUCEDA, MIGUEL L	02/28/2018	36.30
597257	SBLENDORIO, SUSAN	02/28/2018	7.41
597258	SBS FOODS, INC	02/28/2018	441.54
597259	SCHETKY NORTHWEST SALES	02/28/2018	810.07
597260	SCHOLASTIC BOOK CLUBS	02/28/2018	523.62
597261	SCHOOLS IN	02/28/2018	172.52
597262	SCOTT, LORRAINE B	02/28/2018	52.44
597263	SEABECK, SUSAN F	02/28/2018	21.63
597264	SHERWIN WILLIAMS	02/28/2018	258.43
597265	SHIPOWICK-SMITH COUNSELING LLC	02/28/2018	208.33
597266	SHOPKO STORES OPERATING CO.	02/28/2018	5.30
597267	SHORT, CHERYL	02/28/2018	208.33
597268	SKILLSOURCE	02/28/2018	47,687.59
597269	SOKOL, KATHY L	02/28/2018	122.21
597270	SOLUTION TREE LLC	02/28/2018	10,774.00
597271	SPRINGBROOK FARMS, INC	02/28/2018	9,747.35
597272	STANS MERRY MART	02/28/2018	325.82
597273	STANTON, SUZANNE M	02/28/2018	52.48
597274	STAR RENTALS INC	02/28/2018	273.89
597275	STATE AUDITORS OFFICE	02/28/2018	25,483.40
597276	STATE CHEMICAL MANUFACTURING	02/28/2018	440.00
597277	STERICYCLE COMM SOLUTIONS	02/28/2018	87.62

Check Nbr	Vendor Name	Check Date	Check Amount
597278	STONEWAY ELECTRIC	02/28/2018	304.72
597279	SUPPLYWORKS	02/28/2018	9,238.86
597280	TACOMA SCREW PRODUCTS INC	02/28/2018	170.05
597281	TACONY CORPORATION	02/28/2018	3,395.54
597282	TERRAPIN	02/28/2018	987.46
597283	THACKERAY, ZANE	02/28/2018	18.00
597284	THOMAS, MARY ELLEN	02/28/2018	43.36
597285	THOMPSON, LISELOTTE	02/28/2018	206.01
597286	TOTAL CARE	02/28/2018	5,790.00
597287	TROXELL COMMUNICATIONS	02/28/2018	28.13
597288	ULINE	02/28/2018	106.48
597289	US LINEN & UNIFORM INC	02/28/2018	2,663.41
597290	VALDEZ, EDWARD L	02/28/2018	18.00
597291	VALDEZ, SUSAN L	02/28/2018	8.91
597292	VALERI, DESILEE C	02/28/2018	142.08
597293	VALLEY TRACTOR	02/28/2018	83.37
597294	VANDERVORT, LESLEY S	02/28/2018	302.94
597295	VELAZQUEZ, CAITILIN N	02/28/2018	181.86
597296	VIDANO, CRAIG	02/28/2018	35.00
597297	WA DECA	02/28/2018	75.00
597298	WASTE MANAGEMENT	02/28/2018	11,496.28
597299	WAXIE SANITARY SUPPLY	02/28/2018	118.24
597300	WEINSTEIN BEVERAGE CO	02/28/2018	420.51
597301	WEN RECLAMATION DISTRICT	02/28/2018	8,894.10
597302	WEN SAND & GRAVEL	02/28/2018	156.39
597303	WEN TRANSFER STATION	02/28/2018	87.11
597304	WEN VALLEY CHAMBER OF COMMERCE	02/28/2018	550.00
597305	WEN VALLEY HOSPITAL	02/28/2018	488.84
597306	WEN VALLEY SHUTTLE	02/28/2018	11,870.00
597307	WENATCHEE RIVER INST	02/28/2018	150.00
597308	WERA	02/28/2018	465.00
597309	WESCO PAINT & EQUIPMENT SUPPLY	02/28/2018	1,185.51
597310	WICKEL, LISA M	02/28/2018	26.16
597311	WILBANKS, KAYLEE PATRICIA	02/28/2018	40.00
597312	WMS AQUATICS	02/28/2018	994.95
597313	WOMENS RESOURCE CNTR OF NCW	02/28/2018	7,056.25
597314	WORKLAND AUTO PARTS	02/28/2018	20.49
597315	WSD ADMIN IMPREST	02/28/2018	111.31
597316	WSU CHELAN COUNTY EXTENSION	02/28/2018	244.00
597317	YAKSUM ORCHARD	02/28/2018	253.00
597318	BERRY CONSTRUCTION LLC	02/28/2018	99,346.43
597319	DUPREE BUILDING SPECIALTIES	02/28/2018	1,731.20
597320	HILL INTL INC	02/28/2018	4,274.66
597321	KING COUNTY DIRECTORS ASSN	02/28/2018	3,903.56
597322	LOCAL TEL COMMUNICATIONS	02/28/2018	520.21
597323	RED HAWK FIRE & SECURITY	02/28/2018	8,034.39
597324	SLA LANDSCAPE ARCHITECTURE	02/28/2018	25,012.41
597325	SMITH EXCAVATION INC	02/28/2018	61,039.18
597326	TCF ARCHITECTURE PLLC	02/28/2018	939.18
597327	AMAZON CAPITAL SERVICES	02/28/2018	297.46

Check Nbr	Vendor Name	Check Date	Check Amount
597328	AVALON MUSIC INC	02/28/2018	20.91
597329	AWSP	02/28/2018	6,688.00
597330	BIG 5 SPORTING GOODS	02/28/2018	194.86
597331	BITTNER, TRICIA	02/28/2018	267.00
597332	BSN SPORTS	02/28/2018	59.87
597333	CAFFE D'ARTE	02/28/2018	134.04
597334	CHAVEZ, FRANCISCA	02/28/2018	32.00
597335	CHINOOK MUSIC SERVICE INC	02/28/2018	35.05
597336	COMFORT SUITES YAKIMA	02/28/2018	402.99
597337	DOMINOS PIZZA/KONA PIES LLC	02/28/2018	291.72
597338	FLOWERS TO THE BRIM	02/28/2018	4,118.09
597339	GREAT AMERICAN OPPORTUNITIES I	02/28/2018	487.79
597340	HAGLUNDS TROPHIES	02/28/2018	138.16
597341	HENKE, JUSTIN	02/28/2018	97.00
597342	HOLIDAY INN EXPRESS	02/28/2018	940.10
597343	KING COUNTY DIRECTORS ASSN	02/28/2018	134.70
597344	MCCOURT, HEATHER G	02/28/2018	40.00
597345	MIRABEAU PK & CONV CNTR	02/28/2018	478.84
597346	NCWMEA	02/28/2018	2,308.00
597347	NGUYEN, LILLY THAO	02/28/2018	81.00
597348	OFFICE DEPOT	02/28/2018	11.23
597349	OLSON, ELISABETH R	02/28/2018	76.00
597350	RED LION HOTEL LEWISTON	02/28/2018	320.76
597351	REISTER, KEVIN D	02/28/2018	74.79
597352	SALGADO, SANTIAGO MENA	02/28/2018	57.00
597353	SHOWBIZ NORTHWEST	02/28/2018	250.00
597354	SLEEPER, TRACIE LYNN	02/28/2018	36.00
597355	SUPLAY PRODUCTS	02/28/2018	160.26
597356	WA TSA	02/28/2018	2,085.00
597357	WEN WORLD	02/28/2018	909.48
597358	WHS	02/28/2018	20.00
597359	WHS ASB IMPREST	02/28/2018	680.00
597360	WHS ASB ADVANCE TRAVEL	02/28/2018	62.25
597361	WSD	02/28/2018	1,411.75
597362	WSD 246	02/28/2018	133.78

268 Computer Check(s) For a Total of 687,921.01

	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
	268	Computer	Checks For a Total of	687,921.01
Total For	268	Manual, Wire Tran, ACH & Computer Checks		687,921.01
Less	0	Voided	Checks For a Total of	0.00
		Net Amount		687,921.01

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-830.33	87.50	460,326.74	459,583.91
20	Capital Projects	0.00	0.00	204,801.22	204,801.22
40	Associated Stude	-1.91	0.00	23,537.79	23,535.88

February 27, 2018 Board Meeting

Submission Summary Form for District Contracts

Submit **unsigned** contracts to the District office for review at least two weeks before the scheduled School Board meeting. Upon review, the contracts will be submitted 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 Fones, Jon Dejong, Les Vandervort, or the School Board.

Date	New / Renewal / Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract	Reviewed by	PO Required?
02/06/18	New	No	Mount Boucherie Secondary School	Varsity & JV Football Games	\$2,500	9/14/18 & 9/13/19	Jim Beeson	Les	Yes
					Budget Code				
					Transportation Acct				
02/13/18	Renewal	No	AVID Center	Renew AVID at secondary schools and Add AVID to Lincoln	\$28,791	2018-2019 School Year	Mike Lane	Les	Yes
					Budget Code				
					AVID				
02/12/17	New	No	Wenatchee Valley College	Pizza, Pop & Power Tools Event	\$0	5/8/18	Diana Haglund	Les	No
					Budget Code				
					N/A				
02/05/18	New	No	Dr. Sara Martinez / Strategic Steps	Presentation / workshops with multiple team implementation sessions	\$8,700	4/9/18 - 5/21/18	Cynthia Valdez	Les	Yes
					Budget Code				
					6400-31-7000-000 6500-31-7000-000				
02/01/18	New	Yes	The Gordon Group	External Eval of 21st Century grant	\$3,000	through August 2022	Carolyn Griffin-Bugert	Les	Yes
					Budget Code				
					5207-27-7000-000				
02/05/18	New	No	Aramark Uniform Services	Clothing/uniform rental & laundering services	\$8,000	4/15/18 - automatically renews	Marilee Campbell / Pete Jelsing	Les	Yes
					Budget Code				
					4500-27-7000-545-3504 3507 & 3530				
02/20/18	New	No	Columbia Valley Community Health	Health Center Affiliation Agreement with Lincoln Elementary	N/A	2/27/18 - 8/30/20	Mark Helm	Les	No
					Budget Code				
					N/A				
02/20/18	New	Yes	Skillsource	Connect WA Grant	\$80,000	1/1/18 - 9/30/19	Dennis Conger	Les	No
					Budget Code				
					TBD				
					Budget Code				

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 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?
02/06/18	New	Mount Boucherie Secondary School	Varsity & JV Football Games	\$2,500	Varsity Football Season: 9/14/2018 & 9/13/2019	<u>Jim Beeson</u>		Yes
				Budget Code		I have read this contract and recommend it for board approval.  Initial 2/6/18 Date		
				<u>Transportation Acct.</u> 0100-283000000				

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

Agency Name Mount Boucherie Secondary School
 Attention: Charlie Johnson
 Street address or PO Box 2751 Cameron Road
 City, State, Zip Code West Kelowna BC V1Z2T6, Canada
 Email Address cjohnson@summitvalve.com
 Phone Number 250-469-1136

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

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

This is a two year contract and calls for Mount Boucherie to travel to Wenatchee two years in a row to play a jv and varsity football game. The school district will pay \$2,500 towards Mount Boucherie transportation costs the second year, September of 2019.

WASHINGTON INTERSCHOLASTIC ACTIVITIES ASSCIATION

CONTRACT FOR ATHLETIC CONTESTS

This contract is made and subscribed to by the principals, athletic directors and school boards of **Wenatchee High School** in Wenatchee, Washington and **Mount Boucherie Secondary School** in Kelowna, British Columbia for the football contests listed below.

CONTRACTED GAMES

Friday, September 14, 2018

JV Football Game @ 3 pm in the Apple Bowl in Wenatchee

Varsity Football Game @ 7 pm in the Apple Bowl in Wenatchee

Friday, September 13, 2019

JV Football Game @ 3 pm in the Apple Bowl in Wenatchee

Varsity Football Game @ 7 pm in the Apple Bowl in Wenatchee

FINANCIAL TERMS

September, 2018

Mount Boucherie Secondary School will travel to Wenatchee and will pay all of their travel costs.

Wenatchee School District will pay for officials and all of the other costs related to hosting the football game. The Wenatchee Football Booster Club will provide a team meal for Mount Boucherie of their choosing.

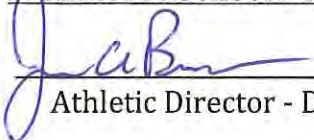
September 2019

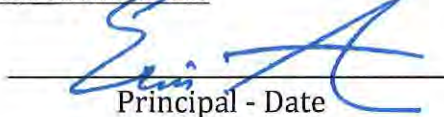
Mount Boucherie Secondary School will travel to Wenatchee and will pay all of their travel costs. The Wenatchee School District will pay for officials and all of the other costs related to hosting the football game and, in consideration for traveling to Wenatchee two years in a row, the Wenatchee School District will pay Mount Boucherie a \$2,500 travel stipend to help pay for the cost of their bus transportation. In addition, The Wenatchee Football Booster Club will provide a team meal for Mount Boucherie of their choosing.

REMARKS

1. The games will be played under the Rules and Regulations of the Washington Interscholastic Activities Association (WIAA) and the Big 9 Athletic Conference.
2. The Chelan Country Officials Association will provide officials for each game.
3. If either school cancels a contest, unless by mutual consent, said school shall forfeit the sum of \$500.

Wenatchee School District Signatures and Date


Athletic Director - Date


Principal - Date

School Board - Date

Mount Boucherie Secondary School Signatures and Date

Athletic Director - Date

Principal - Date


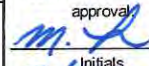
School Board - Date

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), the contract will be submitted 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 / Renew / Revision	Agency	Purpose	Amount or \$0	Contract Start & End Date	Staff Person Responsible for Contract	Reviewed by? (District Office)	Attorney Review Required?
02/13/18	Renew	AVID Center	Renew AVID membership at secondary schools. Add AVID Elementary at Lincoln next year. Lincoln will be using LAP funds to pay for hte rportions of this agreement (\$7055).	\$28,791	2018-2019 School Year	<u>Mike Lane</u>		
				Budget Code or N/A	Does it renew automatically?	I have read this contract and recommend it for board approval.	Is a PO Required?	
				AVID	No	 Initials <u>2/13/18</u> Today's Date	Yes	

Decided at DO

Agency Contact Information (who & where contract needs to be mailed)

Agency Name AVID Center
 Attention: Gail Davis
 Street address or PO Box 9797 Aero Drive, Suite 100
 City, State, Zip Code San Diego, CA 92123
 Email Address gdavis@avid.org
 Phone Number (303)436-2206

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

If this is a revision, what changed?

This is a renewal for the four secondary schools. Lincoln Elementary is adding the AVID Elementary program at 5th grade for next year. Lincoln will be using their LAP funds to pay for their portion of this agreement (\$7055).

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

Reviewed by Attorney _____

Signature

Requires Edits? _____

AVID Center Quote



Quote #: Q-00111
 Wenatchee School District 246
 PO Box 1767
 Wenatchee, WA 98807
 Quote Prepared For:
 Wenatchee School District 246

AVID Representative: Gail Davis
 Phone: (303) 436-2206
 Email: gdavis@avid.org

Wenatchee High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,899.00	\$0.00	\$3,899.00
1	AVID Weekly Secondary	\$550.00	\$0.00	\$535.00
Wenatchee High School SUBTOTAL:				\$4,434.00

Orchard Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,899.00	\$0.00	\$3,899.00
1	AVID Weekly Secondary	\$550.00	\$0.00	\$535.00
Orchard Middle School SUBTOTAL:				\$4,434.00

Foothills Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,899.00	\$0.00	\$3,899.00
1	AVID Weekly Secondary	\$550.00	\$0.00	\$535.00
Foothills Middle School SUBTOTAL:				\$4,434.00

Pioneer Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,899.00	\$0.00	\$3,899.00
1	AVID Weekly Secondary	\$550.00	\$0.00	\$535.00
Pioneer Middle School SUBTOTAL:				\$4,434.00

Lincoln Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$2,925.00	\$0.00	\$2,925.00
1	AVID Weekly Elementary	\$550.00	\$0.00	\$0.00
1	Elementary Curriculum Set	\$875.00	\$0.00	\$875.00
1	Shipping & Handling	\$75.00	\$0.00	\$75.00
1	Elementary Digital Library Set - 4 Licenses	\$300.00	\$0.00	\$0.00
4	AVID Summer Institute Registration Fee	\$870.00	\$300.00	\$3,180.00
Lincoln Elementary School SUBTOTAL:				\$7,055.00

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 2	\$4,000.00	\$0.00	\$4,000.00
District Products SUBTOTAL:				\$4,000.00

TOTAL:	\$28,791.00
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Additional Comments:

N/A

AVID Standard Terms and Conditions

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and Wenatchee School District 246 ("Client").

Article I. Definitions

1.1. **AVID College Readiness System Services and Products Agreement ("Agreement")**: The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

1.2. **AVID College Readiness System**: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3. **AVID Materials**: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4. **AVID Member Site**: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5. **AVID Methodologies**: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6. **AVID Programs**: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7. **Service and Product Exhibits**: The language in Article 9 of the AVID Standard Terms and Conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8. **Payment Terms**: The terms of when payment is due, as listed on the Quote.

1.9. **Quote**: The order document that is fully incorporated into this Agreement.

Article II. Period of Agreement

2.1. **Term**: The Term ("Term") of this Agreement shall be July 01, 2018 to June 30, 2019 unless earlier terminated as provided herein.

Article III. Licenses and Proprietary Rights

3.1. **Copyright License**: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

- (a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.
- (b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]
- (c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.
- (d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.
- (e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for

download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2. Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3. Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted

in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5. Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6. Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8. Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9. Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such

individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

4.1. Quotes—Invoicing and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client and payment is due according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

5.1. Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1. AVID Center Authority: AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2. Client Authority: Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1. Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. Termination Without Cause: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

8.1. Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall

be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2. Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4. Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5. Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7. No Assignment, Delegation or Transfer: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8. Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with

written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

8.9. Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10. Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11. Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

Article IX. Services and Products Exhibits

9.1 AVID Secondary Membership/Curriculum: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of AVID Standard Terms and Conditions.

(a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

(b) **AVID Center Support for Secondary:** AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;

- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
 - Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
 - Access to the resources available through the password-protected MyAVID portal website;
 - Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
 - Review the quality of implementation through the certification processes;
 - Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
 - Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
 - Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.
- (c) **AVID Reports:** AVID Center agrees to provide Client with access to reports on AVID data collected by Client.
- (d) **AVID Summer Institute:** AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.
- (e) **Licensing Benefits:** Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.
- (f) **Annual Membership/License Fee:** Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.
- (g) **AVID Secondary Methodology:** Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion.

Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

- (h) **AVID Secondary Student Selection:** Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Methodologies. AVID Methodologies may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.
- (i) **AVID Secondary Staff Training:** Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.
- (j) **AVID Summer Institute:** Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.
- (k) **Professional Learning:** Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.
- (l) **AVID Curriculum Library:** The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle School or High School—consists of a set of AVID publications and materials.
- (m) **Curriculum Library:** To ensure proper implementation of AVID Secondary, Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site newly implementing AVID Secondary, as listed on the Quote. AVID Curriculum Library prices are set forth on the Quote. Client shall be entitled to use AVID Secondary libraries only at the AVID Member Sites listed on the Quote with a Program Name that includes "Secondary" and for

which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

- (n) **Curriculum Shipment(s):** AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

9.2 AVID Elementary Membership/Curriculum: "AVID Members" or "AVID Member Sites" are those school sites listed on a Quote as implementing one or more AVID programs—Elementary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

(a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit.

(b) **AVID Center Support for AVID Elementary:** AVID Center agrees to provide support to Client for its Elementary AVID Member Sites through the District Director and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- Access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- Access to training for the District Director at AVID Summer Institute and through the AVID District Leadership Training;

- Access to coaching visits for implementation guidance;
- AVID Center technical assistance for the District Director;
- Coordination with Client's District Director to collect, report, and analyze data from AVID Member Sites;
- Permission to use the AVID Trademarks as described in Standard Terms and Conditions;
- Elementary AVID Weekly for each AVID Member Site listed on the Quote as implementing the Elementary program; and
- Assistance in disseminating information about AVID to school sites interested in implementing AVID Elementary.

(c) **AVID Reports:** AVID Center agrees to provide Client with reports on AVID data collected by Client.

(d) **AVID Summer Institute:** AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary. Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

(e) **Licensing Benefits:** Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

(f) **Annual Membership/License Fee:** Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

(g) **AVID Elementary Methodology:** AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center.

(h) **AVID Elementary Staff Training:** Client agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and staff through AVID Summer Institute teams.

(i) **AVID Summer Institute:** All AVID Member Sites in Year 1 of implementing the AVID Elementary program will send a minimum of four (4) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any

other costs are not included in the price of the participant registration.

(j) AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The Elementary Curriculum Package consists of a set of AVID publications and materials.

(k) Curriculum Library: To ensure proper implementation of AVID Elementary, Client agrees to purchase at least one (1) complete AVID Elementary Curriculum Package for each AVID Member Site newly implementing AVID Elementary, as listed on the Quote. Curriculum Library prices are set forth on the Quote. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites listed on the Quote with the Program Name including Elementary and for which the materials were originally purchased. The AVID Elementary Curriculum Package is non-transferable. Client and its AVID Member Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Library, which is part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

(l) Curriculum Shipment(s): AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation
501(c)(3)

Wenatchee School District 246

Signature: _____

Print

Name: _____

Title: _____

Date: _____

Signature: _____

Print

Name: _____

Title: _____

Date: _____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594


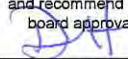
Contract Coversheet (Non-Federal)

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 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?
02/12/17	New	Wenatchee Valley College	Pizza Pop & Power Tools Event	\$0	5/08/2018	<u>Diana Haglund</u>			
				Budget Code		I have read this contract and recommend it for board approval. 			
						Initial <u>2-12-18</u> Date			

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

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

Agency Name Wenatchee Valley College
 Attention: Heather Maddy
 Street address or PO Box 1300 Fifth Street
 City, State, Zip Code Wenatchee, WA 98801
 Email Address hamaddy@wvc.edu
 Phone Number 509.682.6514

Facilities use agreement for Wenatchee Valley College campus buildings and outdoor spaces. Required for hosting event on campus. *** ALSO REQUIRES WVC AS ADDITIONAL INSURED***

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

Reviewed by Attorney

Requies Edits?

Signature _____

Rev 08/18/2015

FACILITY USE AGREEMENT

The undersigned hereby makes application to Wenatchee Valley College for the use of college facilities described below and certifies the information provided is correct. Regulations of the Wenatchee Valley College facilities use policy may be obtained upon request and are hereby embodied by reference. Wenatchee Valley College does not in any way certify or approve the purpose for which the facility is used. Please be advised that inaccurate or incomplete information will delay processing your request. This form must be completed in full, signed by the applicant, and returned to administrative services to be considered confirmed. Procedures for the execution and/or cancellation of this agreement are on page two of this form. No publicity should be released until a signed copy of the contract is completed. Publicity for all non-college sponsored events must include the name of the sponsoring organization and must not be structured so as to imply Wenatchee Valley College sponsorship. All published material must be approved by the public information office or designee prior to the event. All WVC facility use is subject to compliance with Policy 000.330.

Note: This signed agreement becomes the invoice. Please pay from this agreement.
You may pay by credit card by calling 509-682-6500

APPLICANT

Organization name: Wenatchee School District
 Contact person: Diana Haglund
 Signature Authority (If different from Contact): Brian Flones
 Address: 235 Sunset Avenue City, State, Zip: Wenatchee, WA 98801
 Phone: 509.888.2828 Cell: Fax: E-mail: haglund.d@wenatcheeschools.org
 Is this a nonprofit or fund raising organization? ☒ Yes ☐ No
 Are food and/or refreshments being served at this event? ☒ Yes ☐ No

PURPOSE

Name/type of event: Pizza, Pop and Power Tools
 If this is a musical performance, has a copyright license been purchased? ☐ Yes ☐ No
 Does this event have a Wenatchee Valley College sponsor? ☒ Yes ☐ No
 If yes, name and department: Joey Walter, Workforce

DATE - TIME - ROOM ASSIGNMENT

Reservation date: May 8, 2018 Time: 7:00 a.m. - 3:00 p.m.
 Building assignment: Batjer, Industrial Tech and Sexton Hall Building room #: 8001, 8011, 8014, 7509, 6023 Industrial Tech Lab, Fountain, Grassy area next to Patio, Grassy area WTI / fountain

NOTES

Wenatchee School District is co-hosting with WVC to present Pizza, Pop, and Power Tools. The event is an opportunity for 8th grade girls to explore non-traditional careers. Sexton parking lot reserved for bus drop off and pick up.

CHARGES

All fees waived due to collaboration with WVC Workforce. Budget Code:
TOTAL DUE: \$0.00

INSURANCE AND PARKING

Proof of insurance for private parties is required. A copy of the liability insurance showing Wenatchee Valley College as an additional insured is required prior to the event. Daily parking passes are available in all campus lots for \$2.00 Monday through Friday. Parking is free Saturday and Sunday.

HOLD HARMLESS

User expressly agrees to hold harmless, protect, reimburse, save and indemnify the college, its officers, employees, and agents from and against any and all claims, demands, causes of action, suits or judgments (including costs and expenses incurred in connection therewith and including the costs and expenses incurred by the college in establishing its rights to indemnification) for deaths or injuries to persons or for loss of or damage to property, including college property, arising out of or in connection with the use and occupancy of the premises by user, its agents, servants, employees or invitees whether or not caused by the college's negligence or the condition of the college's facilities. In the event of any claims made or suits filed, the college shall give user prompt notice thereof and user shall have the right to defend or settle the claim or suit to the extent of its interest.

SIGNATURE AUTHORITY


 Brett Riley
 Vice President Administrative Services Date

Organization/Applicant Authorized Signature Date

Printed Name

facilities are made by submitting a written request to the event coordinator explaining the activity. If the desired facility is available and the activity approved, a contract for the use of the facility is prepared by the office of the vice president for administration and must be completed and returned by the user group representative prior to final approval. Requests for facility use will be based on availability depending on the academic calendar. All applications shall be presented in time to allow consideration by the College Board if needed. Wenatchee Valley College may cancel this agreement at any time due to class needs or in the event that unforeseen circumstances render the facility unusable. A full refund of the usage fee shall constitute the whole of the obligation by Wenatchee Valley College in this event. Once approved, any changes to the scheduling and/or set up are subject to a \$25.00 fee.

2. WVC FACILITIES RENTAL SCHEDULE: Rental amounts are charged to non-college entities requesting use of college facilities. The receipts are used for expenses such as routine custodial services, maintenance, and utilities. Rental charges were approved under the WVC Use of Facilities policy (600.520) and procedures (1600.520). Rental fees must be received prior to the date of the event. If the rental fee is not received prior to the event, the Business Office will invoice the user and a \$10.00 clerical fee will be added to the amount due.

<u>Facilities Use Fees</u>	<u>1-4 Hours</u>	<u>Full Day</u>
Cafeteria	\$75.00	\$150.00
Cafeteria Conference Room (5015A)	\$75.00	\$150.00
Campus Theater	\$75.00	\$150.00
Classrooms	\$25.00	\$50.00
Eller-Fox Lecture Room (3015)	\$75.00	\$150.00
Gymnasium	\$75.00	\$150.00
Lyceum	\$75.00	\$150.00
MAC (requires prior authorization from MAC Instructors)	Rates Vary	Rates Vary
Media use (Including logon and Wi-Fi)	\$25.00	\$25.00
Set-Up Fee (If a room's furniture configuration must be changed by college custodial staff from the standard configuration)	\$25.00	\$25.00
SIM Lab (requires WVC staff supervision & prior approval from Allied Health Dir.)	\$100.00/hour	\$500.00 maximum
Student Center	\$75.00	\$150.00
Tech Set-Up Fee (If a tech is needed to set up the media/equipment)	\$25.00	\$25.00
Wenatchi Hall Lecture Rooms	\$75.00	\$150.00

Athletic Fields / Tennis Courts

Use of any athletic facilities requires a negotiated Facility Use Agreement or contract. Please contact the Athletic Director at 509.682.6771 for scheduling events, as well as facility use fees.

Computer Labs..... \$100.00/hour.....\$500.00 per day

Computer Lab rental fee includes technical support during normal business hours. Technical support outside normal business hours will be provided at the actual cost for the support provided, including any overtime expenses incurred by the college. Installation of special software requires proof of licensing and will be billed at the college's actual labor expense to install. The college will provide licenses for Microsoft Office (Word, Excel, Access and PowerPoint) at no additional cost.

MAC (Music and Art Center)

The MAC has a separate fee schedule and additional charges may be included in the use of this facility. Please call the event coordinator at 509.682.6780 for a fee schedule.

Custodial Fee..... \$100.00 per day

This fee is required for each day of the facilities use. This charge is also required if meals and/or refreshments are being served. Custodial services outside of normal business hours will be provided at the actual cost for the support provided, including any overtime expenses incurred by the college.

Fee Waivers

Charitable non-profit, non-profit educational, and tax supported entities who fall under the normal guidelines permitting facilities use agreements may petition for a waiver of facilities use fees. Decisions will be made by the Chief Financial Officer of the college, based on the individual merits of each occurrence, and shall be final.

3. FOOD AND MEDIA SERVICES: By contract all food and beverage service on WVC campus must be arranged through Food Service at 509-682-6518. WVC is an alcohol free campus. The possession or consumption of alcoholic beverages on WVC premises is prohibited unless prior written permission from the college president and the necessary liquor permit has been obtained. Media/audiovisual equipment may be used on campus by any group using college facilities for a fee in addition to the rental of the facility. Media services must be arranged at the time of booking the facility. Technical support for events is \$45.25 per hour but can vary depending on exact needs.

4. VIOLATION OF RESPONSIBILITIES: College officials shall have the right to terminate a contract immediately, and without notice, upon its discovery of a violation of any term, condition, or provision of this policy. Contracts will be terminated immediately if, in the judgment of the administration, imminent danger exists or unlawful activity is practiced by the using organization.

5. DAMAGES: The user organization is responsible for and shall be liable for any repairs or replacement occasioned or made necessary by the user's negligence or misuse of the facility. In some cases, a guarantee deposit of up to \$1,000 may be required and placed with the college. Damage to college equipment, including stage, media/audiovisual or lighting equipment, during and by reason of the occupancy of the premises by the user, shall be paid from this guarantee deposit. The balance, if any, shall be returned to the organization making the deposit. If the guarantee deposit is not sufficient to cover the damage, the group using the facilities will be billed for the difference.


6. CANCELLATIONS: Cancellations should be made at least 7 days in advance to avoid forfeiture of rental fees and/or reimbursement to the college for preparation and personnel expenses. Notice of cancellation for facility rentals must be directed to the event coordinator at 509.682.6780 and the college food services manager at 509.682.6518 or by email at info@thealleycafe.com if food services have been arranged.

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), the contract will be submitted to the Superintendent's office, where it will be included on the agenda for School Board approval.

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

Date	New / Renew / Revision	Agency	Purpose	Amount or \$0	Contract Start & End Date	Staff Person Responsible for Contract	Reviewed by? (District Office)	Attorney Review Required?
02/05/18	New	Dr. Sara Martinez / Strategic Steps	Site Based Presentation/Workshops with multiple team implementation sessions for Lewis & Clark Elementary to help build stronger interculturallly collaborative teams and site culture	Total \$8,700	Start: 04/09/18 05/01/2018 05/03/2018 End: 05/21/18	<u>Cynthia Valdez</u>		Decided at DO
				Budget Code or N/A	Does it renew automatically?	I have read this contract and recommend it for board approval.	Is a PO Required?	
				6400 31 7000 000 - \$4,350 6500 31 7000 000 - \$4,350	No	Initials <u>2/7/18</u> Today's Date	Yes	

Agency Contact Information (who & where contract needs to be mailed)

Agency Name Strategic Steps
 Attention: Dr. Sara Martinez
 Street address or PO Box P.O. Box 4850
 City, State, Zip Code Wenatchee, WA 98807
 Email Address info@strategicsteps.org
 Phone Number 509-855-5599

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

If this is a revision, what changed?

Contract Covers Dr. Martinez's services to provide training for Lewis & Clark Elementary related to building interculturallly collaborative teams and site culture. She will begin on April 9, 2018 with whole site based presentation/workshop as well as team implementation sessions.
 On May 1, 2018 - more team implementation sessions
 On May 3, 2018 - more team implementation sessions
 Finalizing on May 21, 2018 with Site Wide Presentation and two half site implementation sessions
 WSD will provide supplies such as markers, laminate, paper, etc.
 This contract covers Dr. Martinez's consulting/training fees plus actual and necessary expenses after each session or consecutive set of sessions.

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

Reviewed by Attorney _____

Signature

Requires Edits? _____



Shifting Perspective
Unleashing Potential
Impacting Culture

CONTRACT
Wenatchee School District
January 18, 2018

Thank you for inviting us to come alongside the development of your teachers and staff. The following agreement spells out the terms and conditions for Strategic Steps consulting. Please sign, return, and keep a copy for your records.

1. Services

Dr. Sara Martinez will provide training for Lewis and Clark Elementary School related to building interculturally collaborative teams and site culture. See attached proposal for details.

Dates:

- April 9, 2018 Site Wide Presentation
 2 PLC/Micro Team Implementation Sessions
- May 1, 2108 2 PLC/Micro Team Implementation Sessions
- May 3, 2108 2 PLC/Micro Team Implementation Sessions
- May 21, 2018 Site Wide Presentation
 2 Half Site Implementation Sessions

2. Payment and Terms

Supplies: Wenatchee School District agrees to provide supplies or copies needed by participants during the session. This may include butcher paper, laminate, markers, computer/printer access, etc.

Cancellation Policy: Any cancelation must be communicated to Strategic Steps in writing with a minimum of 1-month notification to release the district from full payment of contract. Cancelations received less than one month in advance will require the district to honor the financial requirements of the contract, unless mutually agreed upon or Strategic Steps is able to schedule a replacement training with another district.

Consulting/Training Fee:

The Wenatchee School District will be sent an invoice for the consulting/training fees plus actual and necessary expenses after each session or consecutive set of sessions.

Description	Quantity	Rate	Total
Whole Site Based Presentation/Workshop 1-3 hours (April 9, May 21)	2	\$1850	\$ 3,700
PLC Implementation Sessions (Daily Rate, Apr 9, May 1 and 3)	3	\$1250	\$ 3,750
Half Site Implementation Session (Daily Rate)	1	\$1250	\$ 1,250
Trainer/Travel Fees			N/A
Total			\$8,700

District Approval Signature _____

Date: _____

Strategic Steps Signature:
PO Box 4850
Wenatchee WA 98807

Date: 1.18.18
509.855.5599
info@strategicsteps.org

Strategic STEPS



Building Collaborative and Interculturally Proficient Communities

LEWIS & CLARK ELEMENTARY

Prepared for: Wenatchee School District, Lewis & Clark Elementary

Prepared by: Dr. Sara Schoenhals Martinez

January 18, 2018

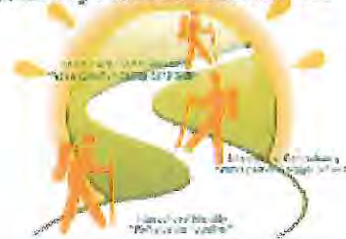
Contact email: sara@strategicsteps.org

Contact phone: 509.855.5599

STRATEGIC STEPS

EXECUTIVE SUMMARY

Building Collaborative and Culturally Proficient Communities



Overview

Lewis and Clark Elementary is positioned to affect significant change in the lives of students, families and the surrounding community through fostering an intercultural and dual language culture. Building this type of culture takes intentionality and perseverance. It is birthed and maintained from a foundation of intercultural collaboration, synergy and respect.

Building Collaborative and Interculturally Proficient Communities is a customized training pathway designed to help build and nurture that foundation. We began the process with an introduction to intercultural competency specifically related to the Lewis and Clark team in August 2018. The next step is to increase the awareness and practical skills to inform our perceptions, expectations, and interactions in a manner that maximizes the full potential of the Lewis and Clark team and mission.

Objectives

To increase awareness, shift perspectives and build the skills necessary to maximize the synergistic potential of a diverse and intercultural team.

To foster a cultural foundation that elicits and honors the unique contributions of each person resulting in enhanced learning, collaboration, synergy and impact.

2018 Proposed Training Pathway

The proposed training pathway for 2018 builds on the initial presentation this past August 2017. It is designed to help shift culture and move beyond great ideas to intentional integration, including whole group, partial staff, and PLC/micro group support needed to truly impact culture and create sustained change.

August 2017 - Whole Staff Presentation: Intercultural Competency

"We're part of a bigger picture"

- Thriving in culturally diverse settings requires competency in understanding and navigating diverse cultural norms and values.

Strategic
STEPS

strategicsteps.org

STRATEGIC STEPS

INTERCULTURAL IDENTITY

WHOLE STAFF - "WE IMPACT ONE ANOTHER"

Date: April 9th

Time: 90 minute AM Presentation

Audience: Whole Staff

Focus

This whole staff presentation builds an awareness and appreciation of individual and team strengths and contributions under a common goal. It includes cultural identity, personality styles, a united mission, and shared norms of operating. It lays the foundation for a culture of respect that honors and elicits the best in oneself and one another. This opens the door for true intercultural synergy to take place.

PLCS/MICRO TEAMS - "WE'RE BETTER TOGETHER"

Date: April 9th, May 1st, May 3rd

Time: Two - 3 hour implementation sessions per day

Audience: PLCs/Micro Teams

Focus

These 1/2 day sessions are intentionally designed for PLCs or micro teams (maximum 6 people per team). This is where deeper change begins to take place as we reflect, adjust, and refine **perceptions, expectations, language and interactions**. It provides a lower affective filter environment to process, practice and extend what was presented whole group.

Note: April 9th begins with a whole staff presentation. The remainder of the day will be divided into two time slots. One PLC/Micro Team will meet with Dr. Martinez during the first time slot and another team will meet during the second time slot.

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WHOLE STAFF - "WE COMMUNICATE CONSTANTLY"

Date: May 21st

Time: 90 minute AM Presentation

Audience: Whole Staff

Focus

This whole staff presentation builds on the previous trainings by celebrating the work and cultural shifts that have already taken place. We then move into an intentional focus on the role of communication in thriving within an intercultural setting. Understanding the impact communication styles and tendencies have on intercultural collaboration is essential for building and maintaining unity and synergy throughout the journey.

HALF STAFF - "WE COMMUNICATE CONSTANTLY"

Date: May 21st

Time: Two half site implementation sessions sessions

Audience: 1/2 staff per session

Focus

This final session provides the practical opportunity take the morning's presentation related to intercultural communication and put it into practice. This is done within a collaborative and celebratory context that builds on the momentum gained throughout the year and creates a spring infusion to finish the year well!

Note: May 21st begins with a whole staff presentation. The remainder of the day will be divided into two time slots. Half of the staff will meet with Dr. Martinez during the first time slot and another half will meet during the second time slot.

STRATEGIC STEPS

BUDGET

Based on the selection of training/consulting

The following are based on set fees for 2018 training/consulting with Strategic Steps (specific to local districts). Districts are responsible for providing copies of materials and other onsite resources needed for participants.

Description	Quantity	Rate	Total
Whole Site Based Presentation/Workshop 1-3 hours (April 9, May 21)	2	\$1850	\$ 3,700
PLC Implementation Sessions (daily rate)	3	\$1250	\$ 3,750
Half Site Implementation Session (daily rate)	1	\$1250	\$ 1,250
Trainer/Travel Fees			N/A
Total			\$8,700

We look forward to coming alongside the teachers and staff at Lewis and Clark Elementary. Feel free to contact me directly with any questions or ideas related to this proposal.

- Dr. Sara Martinez, sara@strategicsteps.org, 509.855.5599





"Federal" Contract Cover Sheet

Request Board Approval

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

All contracts require school board approval.

The **only** authorized signatures on a contract are Brian 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	Reviewed by Les?	PO Required?	Attorney Review Required?
02/01/18	New	The Gordon Group	Required external evaluation of 21st Century Community Learning Center grant (Cohort 14)	\$3,000	Grant runs through August of 2022	Carolyn Griffin-Bugert	 I have read this contract and recommend it for board approval.  Initial 2-5-18 Date	Yes	This is decided at the district office.
			Budget Code						
			5207 27 7000 000						

Federally Funded Agreements for Professional Services:

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

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

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

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

Before entering into a vendor contract, check the vendor for suspension and debarment at www.sam.gov, print and submit a copy with your contract.

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

Agency Name The Gordon Group
 Attention: Dr. Janet Gordon
 Street address or PO Box 905 Cooper Gulch Road
 City, State, Zip Code Manson, WA 98831
 Email Address 10janetgordon@gmail.com
 Phone Number 509-860-5273

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

If this is a revision - what has changed?

Dr. Janet Gordon will provide REQUIRED evaluation services for the new cohort (Cohort 14 at Newbery). We have contracted with Dr. Gordon since 2009 to provide evaluation services on a variety of grants. This is a five-year contract. The grant ends in August of 2022.

Reviewed by Attorney

Requires Edits?

Signature

Rev 09/23/15

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN**

Wenatchee School District
235 Sunset Avenue
Wenatchee, WA. 98801
(509) 663-8161

AND

Dr. Janet Gordon
905 Cooper Gulch Rd.
Mason, WA. 98831
(509) 860-5273

Wenatchee School District, on behalf of the Wenatchee 21st Century Community Learning Center grant (Cohort 14), and Dr. Janet Gordon do mutually agree as follows:

DUTIES OF THE CONSULTANT AND DURATION

Consultant shall perform the following duties:

A. The general objective of this contract shall be:

Through a close working partnership with the Grants Program Director, Dr. Janet Gordon will provide program evaluation consultation and technical assistance to document program effectiveness. In order to accomplish the general objective of this agreement, Dr. Gordon will:

- 1) Develop data collection timeline, spreadsheets and other electronic and hard-copy materials to assist the Director, Activity Coordinators, and teachers in collecting evaluation data linked to project outcomes.
- 2) Develop research-based instruments to measure effects of 21st Century After-School Program on intended audience (students, parents, etc.).
- 3) Perform analysis of institutional and survey data linked to program goals, objectives and outcomes documented in the evaluation plan.
- 4) Perform external evaluator YPQA observations.
- 5) Present interim and annual formative/summative evaluation reports to leadership committee for review.
- 6) Attend applicable 21st Century grant OSPI meetings for evaluators.
- 7) Complete final 21st CCLC Cohort 12 evaluation report, submit for internal review and submit to OSPI in a timely manner.

B. The time schedule for completion of duties shall be as follows:

Current contract period is 9/1/2017 to 8/31/2022 for an *annual* amount of \$2,500. Travel will be reimbursed by Wenatchee School District not to exceed \$500.00 annually.

Signature Dr. Janet Gordon Date 1/25/2018

Signature _____ Date _____

SAM Search Results
List of records matching your search for :

Functional Area: Entity Management
Record Status: Active
Entity Name: The Gordon Group

Location 1 - City: Manson, State: WASHINGTON, Zip Code: 98831, Country: UNITED STATES

No Search Results


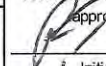
Contract Coversheet (Non-Federal)

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Date	New / Renew / Revision	Agency	Purpose	Amount or \$0	Contract Start & End Date	Staff Person Responsible for Contract	Reviewed by? (District Office)	Attorney Review Required?	
02/05/18	NEW	Aramark Uniform Services	clothing/uniform rental & laundering services	\$8,000	April 15, 2018	<u>Marilee Campbell</u>		Decided at DO	
				Budget Code or N/A	Does it renew automatically?	I have read this contract and recommend it for board approval.			Is a PO Required?
				4500 27 7000 545 3504 4500 27 7000 545 3507 4500 27 7000 545 3530	yes	<div style="display: flex; justify-content: space-between;"> <div>  Initials <u>2/6/18</u> Today's Date </div> <div style="text-align: center;">yes</div> </div>			

Agency Contact Information (who & where contract needs to be mailed)

Agency Name Aramark
 Attention: Scott Gundersen, Account Executive
 Street address or PO Box 2920 River Road, Suite 3
 City, State, Zip Code Yakima, WA 98902
 Email Address scott.gundersen@uniform.aramark.com
 Phone Number 509.264.2096

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

If this is a revision, what changed?

We cancelled our current services contract with US Linen effective April 10, 2018. Aramark has a government contract to provide services to WA State schools with some significant savings, namely: 1) no annual price increase, 2) no contract to sign, 3) no service charges, 4) No loss/ruin charge.

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

Reviewed by Attorney

Signature

Requires Edits?

From: **Gundersen, Scott** Gundersen-Scott@aramark.com
Subject: RE: this is with the 50 chef coats - we were going to put some of the students in cook shirts which will drop the cost
Date: February 5, 2018 at 2:17 PM
To: Marilee Campbell campbell.marilee@wenatcheeschools.org



Hi Marilee

Here it is. Remind the district person to omit the fine print as this will not pertain to the state contract.

There is also the bullet points of the contract:

-
- No annual price increase
- No contract to sign
- No service charge
- No loss/ruin charge

See how we can stock your reputation with our [Managed Restroom Services](#) and provide your facility with [First Aid](#) supplies.

Scott Gundersen | Aramark | **Account Executive** | Uniform Services

2920 River Rd. Suite 3, Yakima, WA 98902

M: 509.264.2096 **F:** 509.928.2869

Email: scott.gundersen@uniform.aramark.com WEB www.aramarkuniform.com | FACEBOOK [aramark](#)
| TWITTER [@aramark](#)

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PLEASE PRINT RESPONSIBLY

From: Marilee Campbell [mailto:campbell.marilee@wenatcheeschools.org]

Sent: Monday, February 05, 2018 1:27 PM

To: Gundersen, Scott <Gundersen-Scott@aramark.com>

Subject: Re: Logo patch design auth form

Hi Scott,

Can you resend the contract please? I seem to have misplaced it. I need to get the contract approved by Wenatchee School District before I can order shirts.

Thanks,

Marilee

Marilee Campbell
Office Manager
Wenatchee Valley Technical Skills Center





1/22/2018*

Wenatchee Valley Technical Skills Center327 East Penny Road
Wenatchee, WA 98801
(509) 662-8827**GARMENTS**

NUMBER OF WEARERS	MERCHANDISE	ITEMS PER WEARER	PER ITEM PRICE	FREQUENCY	EASYCARE™ (per item per week)
3	Shirt, Work Color Block, Dickies-Black/Charcoal	11	\$0.300	Weekly	Not Incl.
1	Shirt, Work Color Block, Dickies-Black/Red	11	\$0.300	Weekly	Not Incl.
50	Coat, Chef, French Knot Buttons-White	11	\$0.350	Weekly	Not Incl.

ALLIED MERCHANDISE

MERCHANDISE	QUANTITY	MINIMUM BILLING %	RATE PER ITEM	FREQUENCY	INVENTORY MAINTENANCE
Apron, Bib, No Pocket-White	200	100%	\$0.120	Weekly	Not Incl.
Towel, Bar-White	200	100%	\$0.040	Weekly	Not Incl.
Shop Towel, 18x18-Red	200	100%	\$0.025	Weekly	Not Incl.

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 02-21-2018



SETUP CHARGES

ITEM	COST PER PIECE
Company Emblem	\$0.28
Name Emblem	\$0.54
Preparation Charges	\$0.27
Embroidery	\$7.50

ESTIMATED WEEKLY PRICING SUMMARY

Weekly Garment Costs	\$205.70
Weekly Allied Costs	\$37.00
Weekly Supply Services	\$0
Service Charge	
Estimated Base Weekly Invoice Total	\$242.70

Presented by:

Scott Gundersen

Account Executive

509.264.2096

gundersen-scott@aramark.com

Thank-You For Considering Aramark!

We know you have a choice when it comes to uniform companies. That is why we make sure everything we do and everything we offer is with you in mind. As an industry leader for over 75 years, we work hard to provide solutions to help keep your workplace clean, safe and comfortable. Simply put, everyone at Aramark is dedicated to support your business!

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 02-21-2018

Aramark Uniform Services | www.aramarkuniform.com | 800-ARAMARK (272-6275)



SERVICE AGREEMENT

CUSTOMER NO. _____

PAGE NO. _____

Service to ("Customer"): Wenatchee Valley Technical Skills Center
327 East Penny Road

Service Address

Wenatchee WA 98801
 City State Zip Code

Bill to: Wenatchee Valley Technical Skills Center
327 East Penny Road

Billing Address

Wenatchee WA 98801
 City State Zip Code

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASYCARE™ (per item per week)	REPLACEMENT CHARGE (PER ITEM)
3	Shirt, Work Color Block, Dickies-Black/Charcoal	11	0	\$0.300	Item Pricing	Weekly	Not Incl.	\$0.00
1	Shirt, Work Color Block, Dickies-Black/Red	11	0	\$0.300	Item Pricing	Weekly	Not Incl.	\$34.50
50	Coat, Chef, French Knot Buttons-White	11	0	\$0.350	Item Pricing	Weekly	Not Incl.	\$20.70

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)
Apron, Bib, No Pocket-White	200	\$0.120	Weekly	100%	Not Incl.	\$0.00
Towel, Bar-White	200	\$0.040	Weekly	100%	Not Incl.	\$0.00
Shop Towel, 18x18-Red	200	\$0.025	Weekly	100%	Not Incl.	\$0.00

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ("Merchandise") rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee.

Terms and Conditions Continued on Next Page

TERMS AND CONDITIONS (continued)

Rented and leased Merchandise that is lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined garments covered by EasyCare™ or lost allied merchandise covered by Inventory Maintenance. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced, unless initialed below or not included in the pricing above. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.

____ (Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented or leased garments that are ruined by Customer (except through normal wear).

If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge under this Agreement), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If applicable Merchandise is lost as a result of willful misconduct, standard loss charges will apply.

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise for Customer, Customer agrees that AUS may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the initial invoice amount for such charges.

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a \$5.00 charge to carry the balance to the following week.

Service Guaranty: Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies, and giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement

because of such events shall not be considered a breach. Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service Guaranty), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all Merchandise.

Unless specified in writing in this Agreement, the Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous substances. The Merchandise contains no special flame resistant or hazardous substance resistant features and the Merchandise is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of such Merchandise in areas where contact with flame or hazardous substances is possible. Customer will immediately notify AUS of any toxic or hazardous substance introduced by Customer onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees and promises to pay AUS's reasonable attorney's fees and costs, including all fees and costs involved in collection.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Wenatchee Valley Technical Skills Center (509) 662-8827
Name of Customer Customer Phone Number

Name & Title of Customer Contact

By _____ Date _____
Signature of Authorized Customer Representative

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

Scott Gundersen, Account Executive

Aramark Representative Name & Title

Signature – Aramark Representative

Signature – Aramark General Manager



Customer Information Sheet (CIS)

CUSTOMER NAME Wenatchee Valley Technical Skills Center

CUSTOMER NO. _____

PAGE NO. _____

CONTACT NAME: _____

CONTACT TITLE: _____

Reason For CIS: ☒ New Customer ☐ Add Allied Products ☐ Add Other Charges

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

Additional Services and Charges:

- YES ☒ N/A ☐
- ☒ Preparation Charge \$0.27 per Garment
- ☐ Service Charge per Week
- ☐ Extra Suit Charge per Wearer
- ☒ **Special Merchandise** (If yes, see Special Merchandise Addendum)
- ☒ Direct Embroidered ☒
- ☐ Other ☐
- ☒ **Emblem Description**
- ☒ Name Emblem Unit Price \$0.54
- ☒ Company Emblem Unit Price \$0.28
- ☐ Other
- Emblem Color: _____ Name: _____ Company: _____
- Emblem Type/Style: _____ Embroidered: ☐ Silk Screen: ☐ Image Print: ☐
- ☐ Other Charges/Services: _____

EasyCare™:

GARMENT MERCHANDISE	EasyCare™ Rate (per item in inventory per week)

General:

- There will be an extra charge reflected on your invoice for any garment issued to customer in the following sizes:

Waist Sizes	44" and above	Chest Sizes	52" and above
Inseam Length	28" and below; 35" and above	Alpha Sizes	2XL and above
Neck Sizes	18" and above	Women's Sizes	Size 18 and above
Sleeve Length	36" and above	All "Long" Body Sizes	Any Garment

Shirts larger than 5XL and pants larger than 60" must be purchased and serviced on an NOG basis.

- Customer is responsible for all sales and use taxes.
- Each year, on the first day of the month in which the anniversary date of the related Service Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5% whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this CIS in whole or in part.
- All terms and conditions contained in the related Service Agreement are incorporated in this CIS (except for any price increase provisions) and references to the "Agreement" shall be deemed to include this CIS.
- If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge hereunder), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If merchandise is lost as a result of willful misconduct, standard loss charges will apply.
- If included above, Customer agrees to pay the EasyCare™ rate for the applicable garment Merchandise, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced without the payment of the standard ruin charge. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party, in which case standard ruin charges will apply.
- This CIS is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

PRINT WENATCHEE VALLEY TECHNICAL SKILLS

(509) 662-8827

CENTER

Name of Customer

Customer Phone Number

PRINT

Name & Title of Customer Contact

PRINT SCOTT GUNDERSEN, ACCOUNT EXECUTIVE

Aramark Representative Name & Title

Date _____

Signature – Aramark Representative

By _____
Signature of Authorized Customer Representative

Date _____

Signature – Aramark General Manager

Date _____

CIS (8/14)

800-ARAMARK (272-6275)
www.aramarkuniform.com



2680 Palumbo Dr, Lexington, KY 40509

Telephone: (800) 504-0328 Fax: (781)423-9091

Email: CustomerDeskCCFCM@Uniform.Aramark.com

To expedite account processing, please fill out all **required*** information on the cover page, as well as below, and **sign*** the application.

*Name of Business: Wenatchee Valley Technical Skills Center		*DUNS Number: 011066847	
*Trade Name: Wenatchee Valley Tech Skills		Date Business Started:	
*Street Address: 327 East Penny Road	*City: Wenatchee	*State: WA	*Zip Code: 98801
*Telephone Number: (509) 662-8827	Fax Number: +1.509.662.5993	*Email Address:	
*Check Legal Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP		*Estimated Monthly Sales:	
Do you have an existing account with another Aramark line of business? <input type="checkbox"/> Yes <input type="checkbox"/> No		City and State of Aramark location:	
If so, please provide the following information: Account Number		Aramark telephone number:	

The Undersigned hereby makes this application for credit to Aramark Uniform & Career Apparel, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

TERMS AND CONDITIONS OF SALE: The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns may be subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be assessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

Authorized Signature (Must be signed by owner, officer, partner or other authorized individual) _____ Date _____

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

For Office Use Only:	
Market Center Number:	Customer ID(s):
Date Submitted:	

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?
02/27/18	New	Columbia Valley Community Health	School Based Health Center Affiliation Agreement and Lincoln Elementary Attachment	N/A	2/27/18 - 8/30/2020	Mark Helm	LES		YES
				Budget Code		I have read this contract and recommend it for board approval.			
				N/A		Initial 2/14/18 Date			

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

Agency Name: Columbia Valley Community Health
 Attention: Tasha Kaye
 Street address or PO Box: 600 Orondo Ave
 City, State, Zip Code: Wenatchee, WA 98801
 Email Address: tasha.kay@cvch.org
 Phone Number: 509.662.6000

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?

**SCHOOL BASED HEALTH CENTER
AFFILIATION AGREEMENT BETWEEN
WENATCHEE SCHOOL DISTRICT AND
COLUMBIA VALLEY COMMUNITY HEALTH**

This Affiliation Agreement ("Agreement") documents the parties' agreement to establish and maintain school based health centers within the School District. It also serves as the operating agreement between the parties for the provision of preventative and primary health care services to School students receiving health care services at the school based health centers. This agreement will apply to the school locations within the School district identified in attachments prepared for each location and attached to the Agreement.

The Parties to this Agreement are:

<u>Wenatchee School District</u>	and	Columbia Valley Community Health
<u>235 Sunset Avenue</u>		600 Orondo Avenue
<u>Wenatchee WA 98801</u>		Wenatchee, WA 98801
Referred to hereafter as "District"		Referred to hereafter as "CVCH"

A. General Terms and Conditions of the Agreement

The purpose of this Agreement is to formalize the terms and conditions under which the parties will work together to provide health care services to District students. Accordingly, the parties agree to the following:

1. The fundamental goal of this Agreement is to reduce health disparities and reduce achievement gap for students by permitting CVCH to provide primary health care services for District students through the school based health center where the services outlined on Exhibit "A" are provided.
2. The parties previously entered into an MOU dated January 24, 2017 that is hereby terminated and suspended by this Agreement.
3. When used in this Agreement, the term "health care services" shall mean preventative health care services, primary health care services and wrap around services.
4. When used in this Agreement, the term "preventative health care services" shall mean those health services that are available to the entire student body for health screening, for preventing disease through immunization, and through health promotion and education.
5. When used in this Agreement, the term "primary health care services" shall mean those non-specialty medical, nursing, dental and behavioral health services provided in a comprehensive, integrated and accessible manner and in a sustained partnership with the student and his/her primary care health care provider to promote health or treat disease.
6. When used in this Agreement, the term "wrap around services" shall mean information and referral, outreach and case management services for needed health and social services.

7. The degree to which any health care services may be provided at the School within the District will be dependent upon the need, the level of site-based support for the services, the legal requirements, and the available resources, all as determined by CVCH in collaboration with the District.
8. The school based health center will operate in full compliance with relevant federal, state and local laws and regulations in regard to the provision of health services to minors.
9. The parties will make a reasonable effort to work collaboratively with other community health and human service providers to increase student access to preventative and primary health care services through activities such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT) screenings and dental screenings. Providers that are not CVCH employees are required to have a separate Agreement with the District if services are to be provided on the District campus.
10. All CVCH staff providing health care services in the school based health center shall in all respects be the sole responsibility of CVCH and shall adhere to all applicable federal, state and local laws and regulations as well as to District's Policies and Procedures, including all policies and procedures with respect to confidentiality and other operational issues.
11. All CVCH staff providing health care services at the school based health center shall meet all necessary and appropriate licensing and credentialing requirements for the State of Washington.
12. District may list the name of the school based health centers and name Columbia Valley Community Health in brochures and correspondence as the entity operating the school based health center, subject to the prior approval by CVCH for each such use.
13. CVCH leadership will meet with District leadership on a regular basis to discuss school based health center monitoring and evaluation, which shall be no less than every other month during the school year.

B. Responsibilities of District:

District agrees to provide the following at no cost to CVCH.

1. Appropriate space is made available for agreed upon services. However, the District is not required to make any structural changes or modification to the space.
2. Provision of the following utility services: electricity, water, and sewer.
3. Routine maintenance and repair of the following building systems: electrical, heating, plumbing, and structural.
4. Standard custodial services: including, trash removal [non-hazardous waste]; paper towels, and toilet paper.

5. Use of existing building wiring and wall outlets in the space for telephones and computers. Connection to Internet is available.
6. Additional District responsibilities applicable to each specific school where CVCH will provide services are described in attachments to this Agreement prepared for each school location covered by this Agreement.

C. Responsibilities of CVCH

CVCH will receive funding for services provided at the school based health center through outside sources such as Medicaid, private insurance, private pay and grants. The student and/or family shall assume the financial obligation for outside services received by the student. There will be no charge to District for the services provided to students by CVCH at the school based health center.

CVCH will provide and/or arrange for the following at no cost to District:

1. Any building changes, modifications or renovation work requested by CVCH or required by jurisdictions having authority, will be at the expense of CVCH. All work will be coordinated through District and shall comply with any federal, state or local law or regulation.
2. Services of a program manager and central administrative leadership in the management and delivery of health care services in the school based health centers. CVCH management responsibilities include:
 - a. Development of clinical and administrative goals and objectives.
 - b. Development of clinical and administrative policies and procedures.
 - c. Preparation of annual budget and regular reporting regarding expenditures.
 - d. Billing.
 - e. Determination of staffing needs, and recruitment and hiring of all staff.
 - f. Supervision of CVCH staff.
 - g. Assurance of quality of care through formalized quality review and peer review procedures.
 - h. Appropriate licensing and credentialing of all clinicians.
 - i. Medical malpractice insurance for all appropriate staff (or an equivalent program of self-insurance through the FTCA).
3. Primary health care clinicians and support staff for the school based health center.
4. Consultation to the school nurse, school counselor, school psychologist, teacher and or principal involved in the student's care and/or education plan
5. Collaboration with District leaders to develop additional programs to increase student access to health services, including efforts to develop relationships with other health and human service providers to integrate and coordinate health service delivery to students.
6. Collaboration with District leaders to link students in need of additional health care services with services available in the community.

7. School-based health center services as defined in the patient consent for treatment form.
8. Health care equipment and supplies for use in the school based health centers that are purchased by CVCH and remain the property of CVCH at all times.
9. Proper maintenance and disposal of hazardous waste.
10. Practice management software and electronic health record equipment installation, technical assistance and ongoing maintenance that are purchased by CVCH and remain the property of CVCH at all times.
11. Additional CVCH responsibilities applicable to each specific school where CVCH will provide services are described in attachments to this Agreement prepared for each school location covered by this Agreement.

D. General Procedures

1. Accessing school based health center services.
 - a. Medical/Dental Services.
 - i. Students must be registered as a school-based health center patient for their specific site using the provided registration and consent form.
 - ii. A parent or legal guardian must sign a consent for treatment form prior to the delivery of school based health center services unless the student is seeking health care services for which care is allowed without parental consent under Washington state law given the age of the student.
 - iii. Students do not have to be an established patient of CVCH but must be registered as a school based health center patient to receive services at the school based health center site. Students already established as a CVCH patient must also register as a School Based Health Center patient to access the School Based Health Center services.
 - iv. To schedule medical or dental appointment parents/guardians may contact their student's school office staff. Parents/guardians do not have to be present at the appointment but are welcomed and encouraged to participate.
 - b. Behavioral Health Services.
 - i. Students will be referred to services according to the school's referral process, utilizing CVCH's referral form.
 - ii. After receipt of the referral form, CVCH will attempt to contact the family 3 times to schedule an appointment date and time for the intake assessment of the student. CVCH shall maintain written records as to the attempts to contact.
 - iii. CVCH Program Assistants will fax the referral form back to the school with either:
 1. Time/date of scheduled intake, including the name of the therapist assigned, or

2. Details about the unsuccessful attempts to contact student and/or family.
 - iv. A parent or legal guardian must sign a consent for treatment form prior to the delivery of behavioral health services unless the student is seeking behavioral health services for which care is allowed without parental consent under Washington state law given the age of the student.
 - v. Intakes need to be completed at CVCH Children's Behavioral Health location. Subsequent appointments can be scheduled at the school based health center.
- c. It is the intent of this agreement to have medical, dental and behavioral health services available to students in the school setting in such a way that adults who influence the life of the student seeking help are working together to reduce and/or remove any barriers to learning, support his/her academic, social, career planning or emotional success. Therefore, at the time of the initial intake, the CVCH Provider will present the student with a Release of Information (ROI) form that authorizes the School Counselor or other designated Educational Staff Associate certificated school personnel who supports the student to share educational records with the CVCH Provider for purposes of providing medical, dental or behavioral health services to the student. Student immunization and other school health records are also part of the educational record and therefore also require the ROI be signed before disclosure to CVCH.

2. Confidential Student Information:

- a. The District understands that protected health information received from CVCH is considered confidential and will not be disclosed in any manner to any other person, agency, or entity without the prior written consent of the student or parent, unless allowed or required to make such disclosure under applicable law, subpoena or court order.
- b. Washington State regulations allow minors age 13 years and older to independently consent for and receive the following confidential health services:
 - i. Alcohol/drug abuse treatment
 - ii. Outpatient mental health treatment
 - iii. Birth control
 - iv. Pregnancy care
 - v. STD/HIV diagnosis and testing
- c. The District and CVCH understand that all information maintained by the District pertaining to a student's educational record is governed by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g, and therefore the educational record is available for parental review. This means that a student's right to privacy in health records is at risk of being violated when an educational record includes information about confidential health services listed in section D.2.b. The District agrees to consider what information from CVCH would be appropriate to include in a student's educational record in light of the student's right to privacy in health records.

- d. CVCH agrees and understand that the District will only provide personally identifiable student information or records to CVCH upon a valid signed ROI. CVCH has the responsibility to obtain the valid signed ROI.
- e. CVCH agrees and understands that any educational record received from the District is considered confidential student information protected by state and federal law, including FERPA. CVCH further agrees that an educational record received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the District, the parent or the student unless required under an applicable law, subpoena or court order.

3. Background Checks

CVCH agrees that all staff (including CVCH volunteers) assigned to work in the school based health center or otherwise assigned to work with District students under this Agreement will have undergone a criminal history background check per RCW 28A.400.303 and RCW 43.43.834-838, at CVCH's expense, before providing services to District students. CVCH will also obtain a Washington State Patrol (WSP) criminal history background check for all CVCH staff who will have unsupervised (without district staff) access to students, at CVCH's expense.

Proof of background check clearance, including a copy of the criminal history background checks, for all applicable CVCH staff shall be made available to the District upon request.

E. Term & Termination

1. The term of this Agreement shall begin on the last date that all parties have signed this Agreement, and continue until August 30, 2020, and thereafter be on a year-to-year basis unless otherwise terminated pursuant to the terms of the Agreement.
2. This Agreement may be terminated as follows:
 - a. Either CVCH or District may terminate this Agreement effective as of the end of the initial term or any renewal term without cause, upon not less than sixty (60) days written notice to the other party prior to the expiration of such term.
 - b. Either party may also terminate this Agreement immediately if the other party defaults in any of its material obligations hereunder, but only if such default shall have continued uncured for a period of twenty-one (21) days after the receipt of a written notice thereof from the other party.
 - c. CVCH may terminate its obligations immediately and without liability, in the absence, withdrawal, or termination of dedicated funding for the school based health center. This means that if CVCH faces significant funding shortfalls resulting in a reduction in scope of project and/or funding explicitly secured for support of the school based health center,

CVCH reserves the right to immediately terminate operation of the school based health center and its obligations under this agreement except for those obligations that expressly survive termination of this agreement and those obligations to school based health center patients described in Section E.2(d), below.

- d. Nothing in this Section shall be construed to limit or alter CVCH's responsibility to transition any students to continuing and appropriate health services upon termination of CVCH's obligations under this Agreement.

F. Liability Coverage Provisions

1. Each party to this Agreement will be responsible for the negligent acts or omissions of its own staff, employees, volunteers, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other. In addition, neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
2. District maintains certain liability coverage. As is more particularly described in its insurance policy, District provides specified liability coverage for its employees, officers, agents and students in respect to certain acts and omissions of District. District does not represent that it has insurance that would provide coverage for the acts or omissions of CVCH, its agents, employees, or volunteers.
3. CVCH will maintain professional liability coverage with limits of not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate, or an equivalent program of self-insurance through the Federal Tort Claims Act (FTCA).
4. CVCH also maintains an occurrence-based Commercial General Liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$2,000,000 per occurrence, \$3,000,000 aggregate.

G. Ownership and Custody of Records

School based health center medical records, including but not limited to Electronic Health Record, prepared or utilized by CVCH staff or employees under this Agreement shall be CVCH records and shall remain in the sole custody of CVCH and be disposed of in accordance with applicable state and federal regulations. The billing and time records of the school based health center relating to services rendered in the school based health center under this Agreement shall also be CVCH records and shall remain in the sole custody of CVCH and be disposed of in accordance with CVCH policy, subject only to applicable state and federal regulations.

H. Hold Harmless, Indemnification and Waiver

To the fullest extent permitted by law, CVCH shall indemnify, defend and hold the District harmless against any and all suits, claims, obligations, losses, liabilities, judgments, damages and expenses incurred by the District caused by or resulting from the:

1. Misconduct or negligence of CVCH, including but not limited to the concurrent negligence of CVCH, or CVCH's agents, vendors, suppliers, volunteers, staff or employees in connection with the Agreement; provided CVCH shall not be required to indemnify the District for liability damages arising out of bodily injury to person or damage to property caused by or resulting from the sole negligence of the District; or
2. Breach by CVCH or CVCH's agents, vendors, suppliers, volunteers, staff or employees of any CVCH's obligation under the Agreement.

CVCH specifically and expressly waives any immunity CVCH may have with respect to CVCH's employees and agents under the Washington Industrial Insurance Act (RCW Title 51); provided CVCH's waiver of immunity by the provision of this paragraph extends only to claims against CVCH by the District and does not include or extend to any claims by CVCH's employees directly against CVCH. This waiver has been mutually negotiated by CVCH and the District, and CVCH has been encouraged to and has had the opportunity to consult with independent counsel regarding this waiver.

CVCH's obligation under this Section shall not be limited in any way by limitation on the amount of damages, compensation or benefits payable to any third party under worker compensation acts, disability benefit acts or other employee benefit acts. Nothing in this Agreement shall be interpreted to obligate CVCH to indemnify, defend, or hold the District harmless for any claims tendered by CVCH to the United States Government under the Federal Torts Claims Act or to obligate the United States Federal Government to defend or hold the District harmless against claims it assumes pursuant to the Federal Tort Claims Act.

I. Miscellaneous Provisions

1. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.
2. This Agreement may be modified only by a subsequent written agreement executed by the parties.
3. In recognition of the resources committed by CVCH in the development of the school based health centers, CVCH shall have the exclusive right to provide health care services to District students or at District schools for the term of this Agreement. The provision of school based health services in District facilities by organizations other than the District or CVCH during the term of this Agreement shall require CVCH's prior consent.
4. The parties' rights or obligations under this Agreement will be construed in accordance with the laws of the State of Washington will govern any claim or dispute relating thereto.
5. All notices, demands, requests, or other communications required to be given or sent by District or CVCH, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery, addressed as follows:

i. **To**
CVCH _____

ii. **To** Wenatchee School District
District Attention: Superintendent
235 Sunset Ave.
Wenatchee, WA 98801

(509) 663-8161

6. If any provision of this Agreement, or of any other agreement, document, or writing pursuant to or in connection with this Agreement, is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of the agreement.
7. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
8. There will be no charges or fees between District and CVCH unless agreed to in writing, prior to billing of fees.
9. There will be no discrimination against any participant or applicant under this agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will District or CVCH engage in such discrimination in their employment or personnel policies.
10. District shall direct its staff to comply with the policies and procedures of CVCH, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for defining District staffs' role in relation to the use and disclosure of CVCH 's protected health information, such staff are defined as members of the CVCH workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such staff is not and shall not be considered to be employees of CVCH or any other reason or purpose whatsoever.
11. At CVCH's request, District agrees to sign a Business Associate Agreement with CVCH so CVCH can be assured that District will appropriately safeguard any protected health care information it might receive for performing the task at hand.
12. The person(s) signing and executing this Agreement on behalf of their respective organizations do hereby warrant and guarantee that they have been fully authorized to execute this agreement.

CVCH

Signature _____ Date: _____

Print Name _____

Title _____

District

Signature _____ Date: _____

Brian Fones, Superintendent

Signature _____ Date: _____

, Board President

Exhibit "A"

A. Scope of Services

CVCH will provide health care services in School Based Health Centers (SBHCs) on school campuses of the District that may include but are not limited to Physicians (MD, DO, etc.), Mental Health Therapists (MHT), Nurse Practitioners (ARNP), Physician Assistants (PA) and dental providers including but not limited to dentists and dental assistants (collectively "provider staff"). CVCH will have the sole discretion as to the level of staffing at the SBCH and which CVCH employees will be assigned as provider staff or provide services in the SBHC. CVCH shall have sole authority and duty to supervise the provider staff and its own employees that provide any services at the SBHC. All provider staff shall have professional training and are licensed in the State of Washington. In addition, dependent upon resources and community partnerships, the SBHC may have additional professional staff that

complement the services provided by the core staff. The health services offered by the SBHCs are oriented toward:

1. Promoting healthy development and preventing problems,
2. Intervening early to address physical or psychosocial issues as soon after onset as feasible, and
3. Assisting those with chronic and severe mental or physical health concerns.

Not all services look exactly the same at each school. School and community needs help to define the extent and degree of services provided at a particular SBHC. The following factors may determine variation in services:

1. Building Leadership/Administration
2. School Culture
3. Availability of other School-Based Services
4. Availability of Community-Based Services
5. Orientation, Training, and Experience of SBHC Staff

B. Behavioral Health Services

The MHTs in the SBHCs have at least a master's degrees and are licensed in the State of Washington. As such, they are qualified to provide the highest level of behavioral health care.

There is consistency in the types of services activities provided at each school. Activities can be categorized as either caseload-based or milieu-based. Caseload activities are specifically for SBHC enrolled students and include a documented registration, consent for service and a plan for service. Students who participate in three or more caseload activity encounters are considered a caseload member. Milieu activities support the school at-large and can be provided to both SBHC-enrolled and non-enrolled students, as well as to teachers and school staff.

Although services are not restricted to any particular population, students with difficulties in the following areas have been prioritized for caseload services:

1. Conduct and Behavior
2. Anxiety
3. Mood-Related
4. Social and Interpersonal
5. Family Life
6. Environmental Factors

C. Medical Services

The provider staff in the SBHCs providing medical services are either ARNPs, MDs, or PAs, and are licensed in the State of Washington. As such, they provide medical services which may include the following:

1. Physical exams, including general health, well child checks, sports and camp physicals, and Early and Periodic Screening, Diagnosis and Treatment (EPSDT) exams.
2. Treatment of minor and acute illness and injury, including prescribing and dispensing medication.
3. Care of chronic conditions, often in coordination with community health care providers -- long-term management of serious health conditions requires joint management.
4. Referral and follow-up for serious illnesses and emergencies, including linking with emergency services.
5. Immunizations--immunizations are provided consistent with community practice using the Vaccine for Children Program.
6. Laboratory testing--some lab work is done at each site or sent out to a contracted community lab.
7. Pharmacy--pharmaceuticals may be prescribed and either dispensed from the limited on-site dispensary or patient/family is referred to a community pharmacy. The ARNP/PAs also provide medication management for student's prescribed psychotropic medication through the SBHCs. Both the SBHC medical and mental health provider(s) monitor and support students who have a prescription for these medications.
8. Vision and hearing screening
9. Reproductive health care (not applicable to elementary school settings)
10. Health promotion and illness prevention
 - a. EPSTD exams
 - b. Risk assessments
 - c. Individual counseling for disease prevention/health maintenance
11. Health education and promotion (including outreach-focused activities in the school)
12. Nutrition, fitness, and self care skills
13. Substance use/abuse education, including tobacco
14. Sexual abuse, violence, and harassment prevention education
15. Safety information
16. Mental health screening and referral
17. Stress reduction, supportive counseling
18. Identification of developmental assets, risk and resiliency factors
19. Harm reduction and coping skills support
20. Dental services in accordance with licensure and certification, including oral health assessment, preventative services (such as fluoride varnish), education and referral

In addition to the medical services described above, the scope of care provided by SBHC provider staff may include other services, such as consultation, case management (including coordination with school and community resources) and milieu activities, all focused on improving the health of the students and helping them be ready to learn and succeed in school.

D. Dental Services

Dental services, in addition to those services performed by the provider staff (listed above in Section C of this Exhibit "A") may be provided on-site depending on funding and when appropriate to the needs of a particular school's population. Dental services are provided in space within the school building or other areas that have been consented to by the District prior to delivery. Any delivered service will accompany prior consent by patients and families. Families will be involved in communication and coordination regarding service when able and appropriate. Dental services may be delivered using mobile or portable equipment and may include:

1. Preventive care (including but not limited to fluoride varnish, oral health education, general education activities)
2. Screening, assessments and referrals for additional care (any activity focused on a population outside individual care, such as classroom-based screenings would be coordinated and approved through the school)
3. Dental cleanings and other general maintenance service
4. Restorative care
5. Any other oral health and dental care appropriate to the needs and age of the school population or individual. All services are provided by licensed dental providers and according to best practice standards.

**SCHOOL BASED HEALTH CENTER AFFILIATION AGREEMENT BETWEEN
WENATCHEE SCHOOL DISTRICT and COLUMBIA VALLEY COMMUNITY HEALTH**

ATTACHMENT 1

School Location: Lincoln Elementary School
1224 Methow St.
Wenatchee, WA 98801

School Based Health Center Services ("SBHC") provided to Lincoln Elementary School ("School") by CVCH:

- ☒ Medical Services
- ☒ Dental Services
- ☒ Behavioral Health Services

In addition to the Responsibilities stated in the Agreement, the parties shall have the following responsibilities for the SBHC at the School:

A. Responsibilities of District :

1. Provide approximately 300 square feet of space on School site for school based health center (SBHC). Location is determined by the District, in its sole discretion.
2. Standard custodial services to SBHC site.
3. Wireless internet access to the SBHC.
4. Provide SBHC specific mailbox.
5. Use of copier, printer and fax for SBHC.
6. Provide exterior key fob access and necessary interior room keys for SBHC staff.
7. Permit CVCH signage outside of medical services room. Signage must be approved by the District's Executive Director of Student Services or his/her designee.
8. For SBHC dental appointments during school hours, transportation of students with parent/guardian permission from School to CVCH at 600 Orondo Ave., Wenatchee, WA, and transportation returning the student to School.
9. The School's main office staff will be trained in the Electronic Health Record to assist in making SBHC appointments.

B. Responsibilities of CVCH:

1. Provide the School's main office staff access and training on scheduling SBHC appointments in the Electronic Health Record (Athena).
2. Attend school educational events as needed.

Agreed to by CVCH:

Agreed to by District:

Signature _____
Print Name _____
Title _____
Date _____


Signature _____
Brian Flones, Superintendent
Date _____

"Federal" Contract Cover Sheet Request Board Approval

Please submit this form with your unsigned contract to Denise Watson at least 3 weeks before the scheduled School Board meeting. Upon attorney review and approval (if necessary), the contract will be submitted 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 / Renew / Revision	Agency	Purpose	Amount or \$0	Contract Start Date & End Date	Staff Person Responsible for Contract	Reviewed by? (District Office)	Attorney Review Required?
2-26-18	NEW	WORKSOURCE	connect WA grant/ youth apprenticeships and career connected learning	\$80,000	1-18 to 9-30-19	Denise (Name Here) Conner		Decided at DO
				Budget Code or N/A	Does it renew automatically?	I have read this contract and recommend it for board approval.	Is a PO Required?	
				TBD	NO	Initials	no	
						Today's Date		

Federally Funded Agreements for Professional Services:

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

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

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

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

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

Before entering into a vendor contract, check the vendor for suspension and debarment at www.sam.gov, print and submit a copy with your contract.

Agency Contact Information (who & where contract needs to be mailed)

Agency Name: Lisa Romine SkillSource
 Attention: Lisa Romine
 Street address or PO Box: _____
 City, State, Zip Code: Wenatchee, WA - 8
 Email Address: Lisa.R@SkillSource.org
 Phone Number: 509-663-3081

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

If this is a revision - what changed?

Reviewed by Attorney

Requires Edits?

Signature

Rev 01/23/18

Username

Forgot Username?

Password

Forgot Password?

Log In

Create an Account

ALERT: Due to a SBA service interruption, SAM registrants may encounter an error validating the SBA Supplemental Information page. If this happens, please contact the Federal Service Desk (fsd.gov) for help submitting your registration.

Search Results

Current Search Terms: skillsource*

Your search for "skillsource*" returned the following results...		
Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.		
Entity	SKILLSOURCE	Status: Active
DUNS: 180926255	CAGE Code: 5UJZ5	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 04/19/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity	SKILLSOURCE GROUP, INC., THE	Status: Active
DUNS: 003631436	CAGE Code: 5ZH25	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 01/09/2019	Debt Subject to Offset? No	
Purpose of Registration: All Awards		



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USA.gov

**Contract Between
SkillSource
And
Wenatchee School District**

This Contract is made and entered into by and between SkillSource located at 240 N Mission Street, Wenatchee WA 98801 and Wenatchee School District, hereinafter called "Grantee", located at 235 Sunset Avenue, Wenatchee, WA 98801.

PURPOSE

It is the purpose of this contract to develop and implement apprenticeship training for eligible adults, dislocated workers, and disadvantaged youth in Chelan and Douglas Counties. Grantee will expand existing registered apprenticeships, develop and submit for approval new registered youth and/or adult apprenticeships recruit and enroll apprentices into school district-based training programs, and market apprenticeship programs to other school districts. Grantee will coordinate with other agencies to assure participants' success.

AGREEMENT MANAGEMENT

SkillSource Managing Director and Financial Director or successors shall provide the assistance and guidance necessary for the performance under this Contract. SkillSource staff named below shall be responsible for the review and acceptance of the Contract performance, deliverables, invoices and expenses, and acceptance of reports.

SkillSource staff responsible for management of this agreement are:

Name: Lisa Romine

Title: Managing Director

E-mail: LisaR@SkillSource.org

And

Name: Laura Leavitt

Title: Financial Director

E-mail: Laura@SkillSource.org

Telephone Number: (509)663-3091

FAX Number: (509) 667-1562

Grantee Program Manager responsible for management of this Contract:

Name: Dennis Conger

Title: CTE Director

E-mail: conger.d@wenatcheeschools.org

Telephone Number: (509) 638-3071

FAX Number: (509) 663-3082

STATEMENT OF WORK

The Grantee shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of work set forth in Exhibit A – Contract Statement of Work, attached hereto and incorporated herein.

TERMS AND CONDITIONS

All activity performed pursuant to this Contract agreement and all subsequent modifications will be in accordance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, and its accompanying regulations, the Catalog of Federal Domestic Assistance (CFDA) Number 17.258 – Adult, 17.259 – Youth, 17.278 – Dislocated Worker, and 17.258, 59, 78 –Governor’s Discretionary, and all applicable federal, state, and local laws, rules, and regulations, as well as all Washington State Policies and Guidelines.

All rights and obligations of the parties to this Contract shall be subject to and governed by the Terms and Conditions contained in the text of the Contract instrument and the General and Additional Terms and Conditions attached hereto as Exhibit E and E-1 and attached herein.

PERIOD OF PERFORMANCE

The period of performance of this Contract is January 1, 2018 and continues through September 30, 2019.

PAYMENT SCHEDULE

The parties have agreed that the total compensation including expenses payable to the Grantee, for satisfactorily accomplishing the work set forth in Exhibit A, Statement of Work, will not exceed \$80,000. Compensation for services shall be in accordance with the Budget- Exhibit B, attached hereto and incorporated herein.

BILLING PROCEDURE

For reimbursement of contracted services, the Grantee must submit invoices monthly for services provided and detailed by object of expense as outlined in the budget. SkillSource must receive all no later than 30 days after the Contract expiration date. Failure to submit the bill by the date specified above may result in non-payment. SkillSource shall pay Grantee for completed and approved work within thirty (30) days of receipt of invoice. All invoices are subject to SkillSource monitoring and verification.

An original of each invoice shall be submitted to:

Laura Leavitt, Financial Director
SkillSource
240 N Mission St
Wenatchee, WA 98801

ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable Federal and State Statutes and Regulations;

- 2) Those Terms and Conditions as contained in this Contract agreement;
- 3) The General Terms and Conditions attached as Exhibit E and incorporated herein;
- 4) The Contract Statement of Work attached hereto as Exhibit A incorporated herein;
- 5) Any other provisions of this Contract whether incorporated by reference or otherwise.

USE AND DISCLOSURE OF INFORMATION

The Grantee shall use any private and confidential information provided under this Contract solely for the purpose for which the information was disclosed. Grantee shall not misuse any private and confidential information under this Contract. Grantee shall not disclose any private and confidential information unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject the Grantee, its employees or agents to a civil penalty of Five Thousand dollars (\$5,000) and other applicable sanctions under state and federal law.

ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire agreement of the parties in relation to the subject matter hereof. Any other agreement, representation, or understandings, verbal or otherwise, relating to the professional services of the Grantee or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Contract,

Wenatchee School District

SkillSource

By: Brian Fones

By: David L. Petersen

Title: Superintendent

Title: Executive Director

Signature: _____

Signature: _____

Date: _____

Date: _____

Washington State UBI Number: 048 006 747

Federal Employer ID Number: 91-6007261

Attachments:

Exhibit A - Statement of Work

Exhibit B - Line Item Budget

Exhibit C - Certification Regarding Lobbying

Exhibit D - Certification Regarding Debarment and Suspension

Exhibit E - General Terms and Conditions

Exhibit E-1 - Additional Terms and Conditions

Exhibit F - Special Conditions

**STATEMENT OF WORK
WENATCHEE SCHOOL DISTRICT**

PROGRAM SERVICES ACTIVITIES OVERVIEW:

- **Apprenticeship program development and implementation (100% of total funds budgeted)**

Wenatchee School District will perform the following tasks in support of Career Connect North Central Fund C activities:

- (a) Implement and initiate a registered adult apprenticeship program for Public School Employee positions (Computer Tech I/II/III, Paraprofessional, Food Services Assistant) within the Wenatchee School District,
- (b) Develop, submit for approval, implement and initiate a registered youth apprenticeship program for PSE occupations listed in (a) above,
- (c) Promote PSE apprenticeship programs to surrounding school districts and assist with their implementation as required,
- (d) In cooperation with local employers and educational organizations, develop, submit for approval, implement and initiate an Agricultural Worker registered apprenticeship program (youth and/or adult)

APPRENTICESHIP PROGRAM DEVELOPMENT AND IMPLEMENTATION :

1. In cooperation with the Public Schools Classified Employees Apprenticeship Committee, WSD will:
 - Implement registered adult apprenticeship programs for select PSE occupations (Computer Technicians I, II and III; Paraprofessional; Food Services Assistant, etc.);
 - Coordinate with post-secondary education and training providers (specifically, Wenatchee Valley College) for non-youth related supplemental instruction.
 - Target for first cohort start: **September 1, 2018**
2. In cooperation with the Public Schools Classified Employees Apprenticeship Committee, WSD will :
 - Implement registered youth apprenticeship programs for select PSE occupations (Computer Technicians I, II and III; Paraprofessional; Food Services Assistant, etc.),
 - Provide plan for all school district provided related supplemental instruction and articulation of all instruction/training to high school credit
 - Target for first cohort start: **January 1, 2019**
3. In cooperation with local employers and educational organizations WSD will:
 - Develop, submit for approval, implement and initiate an Agricultural Worker registered apprenticeship program (youth and/or adult).

4. **By March 31, 2018**, expand youth and/or adult apprenticeship to at least one (1) new employer/training agent in the Chelan/Douglas labor market
5. **By September 30, 2019**, enroll at least five (5) youth apprentices and at least nine (9) adult apprentices in registered apprenticeships

TRAINING: Apprenticeship training for PSE occupations will be provided as per the registered apprenticeship outline (see Attachment 1 to Exhibit A).

OUTCOMES:

A minimum of five (5) youth apprentices and nine (9) adult apprentices will be enrolled in the PSE apprenticeship by September 30, 2019;

At least one (1) additional employer will participate in new or expanded registered apprenticeships by March 31, 2018.

GENERAL TERMS AND CONDITIONS
for
AGREEMENTS
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1 INTRODUCTION

1.1 Scope

The purpose of this Agreement is to establish the general terms and conditions to which funding provided by SkillSource under Title I of the Workforce Innovation and Opportunity Act is subject to.

1.2 Definitions

"Contractor(s)" shall mean any entity receiving funding under this agreement for the purpose of providing goods or services that are not related to the carrying out of this Agreement.

"DOL" shall mean the United States Department of Labor.

"ESD" shall mean the Washington State Employment Security Department.

"ETA" shall mean the United States Department of Labor Employment and Training Administration.

"Grantee" shall mean entity receiving funding under this Agreement.

"Materials" shall mean all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

"Negotiated Indirect Cost Rate" shall mean the Grantee's maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Grantee receives the most funding in accordance with 2 CFR 200.

"RCW" shall mean the Revised Code of Washington.

"State EO Officer" shall mean the Equal Opportunity Officer of ESD.

"Subrecipient" shall mean any non-federal entity that receives funding from the Grantee to carry out any part of this Agreement, including, but not limited to, any non-federal entity that receives funding from Grantee to be a One-Stop Operator.

"WIA" shall mean the Workforce Investment Act (Public Law 105-220).

"WIOA" shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

1.3 Applicable Laws

Throughout the term of this Agreement, Grantee shall comply will all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128(WIOA), Federal

Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I and WorkSource System Policies.

1.4 Assignment and Delegation

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

1.5 Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

1.6 Modification

SkillSource may unilaterally modify the terms of this agreement when such modifications are required by controlling law. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Agreement.

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

1.7 Severability

The provisions of this Agreement are intended to be severable. If any term or provision shall be held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

2 SUBAWARDS

In the event the Grantee disburses any funding from this Agreement to a subrecipient, the Grantee shall be responsible for the subrecipient's compliance with the same general terms and conditions contained in this Agreement and shall ensure that the subrecipient spends the funding only on WIOA allowable costs or for allowable WIOA activities.

3 ASSURANCES

SkillSource and the Grantee agree that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

The Grantee shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource System Policies.

As a condition to the award of financial assistance from the DOL under Title I of WIOA, the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Grantee's operation of the WIOA Title I-financially assisted

program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance.

4 GRANTEE REGISTRATION

If applicable, the Grantee shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Agreement and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Agreement. Grantee will provide SkillSource with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Grantee's commencing services under this Agreement.

5 CONFLICT OF INTEREST

5.1 Conflict of Interest

Grantee shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, its executive staff and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award.

- a. Individual;
- b. Member of the immediate family;
- c. Employing organization; or
- d. Future employing organization.

A Grantee cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Grantee must abide by WIOA Title I Policy 5405.

5.2 Code of Conduct

Grantee shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to all of Grantee's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

5.3 Gifts

Gratuities in the form of entertainment, gifts or otherwise offered by the Grantee, or an agent or representative of the Grantee to any officer or employee of SkillSource, with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Agreement voidable at the option of SkillSource.

5.4 Public Service Ethics

Grantee shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

6 CONFLICTING PROVISIONS

If any provision of this Agreement is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
2. The Agreement and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area.

7 DEBARMENT AND SUSPENSION

Grantee must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98.

Grantee must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs.

Grantee must provide a signed statement, attached as Exhibit C to this Agreement that it is complying with the requirements of this section.

8 DISPUTE RESOLUTION

8.1 Dispute Resolution

In the event a dispute arises out of this Agreement between SkillSource and the Grantee, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I Policy 5410 shall govern the dispute resolution and appeals process.

8.2 Venue

The venue of any action brought hereunder shall be the Superior Court for Chelan County.

8.3 Fees and Costs

If any litigation arises out of this Agreement, each party shall be responsible for its own expenses, costs, and attorney fees.

9 ACCESS AND MONITORING

9.1 Access to Facilities

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by SkillSource shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Agreement, or reflect all direct and indirect costs of any nature expended in the performance of this Agreement. In addition, these entities shall have the right, subject to conformance with Grantee's safety and security standards provided in advance to SkillSource and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Grantee. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to SkillSource.

9.2 Audits

To the extent permitted by law, at any time during normal business hours and as often as SkillSource, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by SkillSource deem necessary, the Grantee shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records

including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Agreement. The Grantee will maintain its records and accounts in such a way as to facilitate the audit and ensure that Grantees also maintain records that are auditable. The Grantee is responsible for any audit exceptions resulting from its own actions or those of its sub-grantees.

The Grantee and its sub-grantees shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Grantee expends \$750,000 or more during the Grantee's fiscal year of federal award money, Grantee must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

9.3 Records Storage

The Grantee shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Agreement or under applicable laws, regulations, or policies. Grantee shall also require that Subcontractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

9.4 Contractor Application

Grantee shall include all the requirements of section 9 of this Agreement in all contracts or purchase orders with Contractors.

10 RECORDS

10.1 Protection of Confidential information

Grantee shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this Agreement unless:

- a. Related to the purpose of this Agreement;
- b. Required by law; or
- c. Authorized by prior written approval of the person who is the subject of the confidential information.

Grantee shall maintain proper security measures to protect all confidential information.

10.2 Records Retention

The Grantee shall:

- a. Retain all records pertinent to grants, grant agreements, interagency agreements, contracts or any other awards, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency;
- b. Retain records for non-expendable property for a period of three years after final disposition of the property;
- c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than three years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
- d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of resolution of the complaints;
- e. Retain all records beyond the required three (3) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least three (3) years after the litigation, audit, or claim has been resolved;
- f. Records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint; and

- g. Comply with all other requirements of WIOA Title I Policy #5403.

10.3 Safeguarding of Client Information

Without prior written consent by the recipient or client or as otherwise required by law, Grantee shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Grantee's responsibilities under this Agreement.

10.4 Procurement Records

Grantee must maintain records detailing the history of all purchasing and procurement in which funds from this Agreement were used. This includes the rationale for the selected method of procurement, selection of contract type, basis for contractor selection or rejection, and basis for contract price.

11 ENERGY AND POLICY CONSERVATION

The Grantee shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12 ENVIRONMENTAL COMPLIANCE

If Grantee is receiving over \$100,000 in federal grants under this Agreement, the Grantee shall comply with all applicable standards, Orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

13 FUNDING

13.1 Funding Provided

Funding made available through this Agreement is limited to the funding expressly provided in this agreement. Grantee will use the funding provided in this Agreement only on allowable costs. SkillSource will honor all allowable costs submitted within the funding period if funding is available.

13.2 Profit

Any profit generated by funds made available under this Agreement must be used or returned to SkillSource in accordance with WIOA Title I Policy #5220.

13.3 Recapture

Funding provided in this Agreement is subject to Recapture under WIOA Title I Policy #5275.

13.4 Indirect Cost Rate

Grantee shall not spend funding obtained either through this Agreement or any other WIOA Grant or contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

13.5 Repayment of Disallowed Costs

Grantee may be required to repay SkillSource for any costs that are determined by SkillSource to be a disallowed cost.

14 CONFERENCES AND MEETINGS

14.1 Approval

Conferences sponsored in whole or in part by the Grantee using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of the Federal Award. Grantee must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

14.2 Executive Branch Meetings

The Grantee must not use any funds from this Agreement for the purpose of defraying the costs of a conference held by any Executive branch, department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this Agreement. No funds from this Agreement may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

14.3 Hotel-Motel Fire Safety Act

Pursuant to 15 U.S.C 2225(a), Grantee must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with funds from this Agreement complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

15 GRANTEE STAFFING AND WORKPLACE

15.1 Drug-Free Workplace

Grantee and any Contractors must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing and distribution of drug free workplace statement and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I grant recipients and sub-recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

15.2 Licensing

Grantee shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this Agreement.

15.3 Salary and Bonus Limitations

No funds received under this agreement may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

15.4 Taxes

Grantee shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the Grantee staff.

15.5 Motor Vehicle Safety Policies

Grantee is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

15.6 Wages and Hours

The Grantee shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Grantees and Subrecipients in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)

Any wages paid by Grantee using funds from this Agreement shall be reasonable, necessary, and allocable for performance of this Agreement, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46.

No funds obtained through this Agreement may be used to pay the wages of incumbent employees during their participation in economic development activities provided through statewide workforce delivery system.

16 INSURANCE AND BONDING

16.1 Bonding

The Grantee shall ensure that:

- a. Grantee has purchased fidelity bonding to protect against risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
- b. Fidelity bonding secured pursuant to this Agreement must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
- c. If requested, the Grantee will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

16.2 Business Auto Policy

The Grantee shall maintain automobile liability insurance, with a minimum limit of \$1,000,000, when vehicles owned or leased by the Grantee or its employees, Sub-grantees, or volunteers are used to provide services in performance of this Agreement.

16.3 Commercial General Liability Insurance

The Grantee shall at all times during the term of this Agreement, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

16.4 Industrial Insurance Coverage

The Grantee shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, SkillSource may collect from the Grantee the full amount payable to the Industrial Insurance accident fund.

SkillSource may:

- a. Deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by Agency under this Agreement; and
- b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Grantee.

16.5 Professional Liability Insurance

The Grantee shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: \$300,000 per incident, loss or person. The Grantee shall ensure employees and any Subrecipients are covered by professional liability insurance.

16.6 Additional Provisions

16.6.1 Excess Coverage

The limits of all insurance required to be provided by the Grantee shall be no less than the minimum amounts specified.

16.6.2 Identification

All insurance Policies shall reference this Agreement.

16.6.3 Insurance Carrier Rating

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

16.6.4 Material Changes

SkillSource shall be given advance notice of any material change to insurance policies coverage for services provided under this Agreement.

16.6.5 Self-Insured

If self-insured, the Grantee warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Agreement, and that the Grantee's Risk Officer or appropriate individual will provide SkillSource evidence of such insurance.

If requested, the Grantee will provide SkillSource with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting this coverage. Insurance coverage(s) must be effective no later than the effective date of the Grantee Agreement and for the term of the Agreement.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 Federal Requirements

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Agreement, including a sub-grant or contract under the grant or sub-grant; and ii) any rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

17.2 Ownership of Materials

Unless otherwise provided, and subject to the other requirements listed in this Agreement, Grantee shall retain ownership of all material it creates using funds from this Agreement.

17.3 Licensing of Materials.

Grantee shall license to the public all Materials created or modified using funds from this Agreement under the Creative Commons Attribution License.

For Materials created using funds from this Agreement, or that were developed using WIA or WIOA funding, Grantee hereby grants to SkillSource a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to SkillSource.

18 INTERNAL CONTROLS

Grantee must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that SkillSource or the grantee or sub-recipient considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Grantee is:

- a. Managing funds under this Agreement in compliance with federal statutes, regulations, and the terms of this Agreement;
- b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
- c. Evaluating and monitoring sub-recipients' compliance with applicable laws and terms of this Agreement; and
- d. Taking prompt action when instances of noncompliance are identified.

19 LIMITATIONS ON CONSTRUCTION AND REPAIR

19.1 Copeland Anti-Kickback Act

The Grantee shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-grants for construction or repair.

19.2 Davis-Bacon Act

The Grantee shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented DOL regulations (29 CFR Part 5) for all contracts and sub-grants for construction or repair in excess of \$2,000.

19.3 Flood Insurance

No funds obtained through this Agreement may be used to acquire, modernize, or construct property in identified flood-prone communities, unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

19.4 Funding for Construction

Unless specified otherwise in this Agreement, Grantee shall not spend any funds from this Agreement on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings.

Any new facilities designed or constructed with funds from this Agreement must comply with: The Architectural Barriers Act of 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191.

19.5 Religious Construction

Grantee shall not use any funds made available through this Agreement for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by organization providing services to WIOA participants may be allowed.

20 LIMITATIONS ON FUNDING PROVIDED

20.1 ACORN Prohibition

No funds made available under this Agreement may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

20.2 Business Relocation

No funds obtained through this Agreement may be used to: (1) Encourage or induce any business or part of a business to relocate from any location in the United States, if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

20.3 Religious Activity Trainings

Grantee shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this Agreement may be used to employ or train participants in religious activities.

20.4 Health Benefits Coverage

The Grantee shall ensure that the use of funds obtained through this Agreement used for Health Benefit coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

20.5 Trafficking in Persons

No funds obtained through this Agreement may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at <http://doleta.gov/grants/resources.cfm>.

21 LOBBYING

21.1 Restrictions on Lobbying

Grantee shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Grantee shall also make available upon request required disclosure information if the Grantee participates in lobbying activities during the grant period.

21.2 Certification

Grantee shall provide, in Exhibit B to this Agreement, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

21.3 Publicity

No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

22 NONDISCRIMINATION

Grantee shall comply with all nondiscrimination requirements listed in this agreement, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

The Grantee must not discriminate in any of the following areas:

- a. Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
- b. Providing opportunities in, or treating any person in regard to, such a program or activity; or
- c. Making employment decisions in the administration of, or in connection with, such a program or activity.

The Grantee also ensures that it will comply with 29 CFR, Part 37; including the Methods of Administration (MOA) developed by the Washington Employment Security Department and any WIOA policies and procedures issued.

22.1 Discrimination

No individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program or activity funded in whole or in part by this Agreement on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, political affiliation or belief.

Additionally, Grantee must take reasonable steps to ensure that individuals with limited English proficiency have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305.

22.2 Program Participation

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this Agreement shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees and other immigrants authorized by the Attorney General of the United States to work in the United States.

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

22.3 Notification

The Grantee shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's file. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Grantee shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIOA Title I financially assisted programs or activities.

"(NAME OF ORGANIZATION) is an equal opportunity employer and provider of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities."

22.4 Reporting

The Grantee shall promptly notify the Workforce Area EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of WIOA, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The Workforce Area EO Officer will notify the State EO Officer; Civil Rights Center (CRC); the Office of the Assistant Secretary for Administration and Management; and DOL.

23 PERFORMANCE STANDARDS

Grantee shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to the tracking, recording, and reporting on their performance accountability measures. Grantee must also enter all necessary data for federal reporting and performance accountability measures into WorkSource WA Case Management Systems or its successors.

24 PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Grantee shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

25 PURCHASING AND CONTRACTING REQUIREMENTS

25.1 Buy American Act

Purchases made under this Agreement using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act").

Any person who a court or Federal Agency has determined in final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this Agreement.

25.2 Procurement Requirements

All purchasing of goods and services by Grantee using funds made available through this Agreement must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

- a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
- b. Complying with competition requirements of 2 CFR 200.319;
- c. Following the proper method of procurement as identified in 2 CFR 200.320, including but not limited to following the simplified acquisition threshold;
- d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
- e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Grantee is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions

The Grantee must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The Grantee must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to an agreements with the authority responsible for collecting the tax liability.

25.5 Prohibition on Contracting with Inverted Domestic Corporations

No funds made available under this Agreement may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

25.6 Oversight

Grantee must maintain oversight over all contracts. This includes, but is not limited to, monitoring contractor performance regarding contract terms, conditions, and specifications.

25.7 Equipment and Supplies

25.7.1 Acquisition

Grantee must receive prior approval from SkillSource for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year using funds obtained through this Agreement. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

This Agreement does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

25.7.2 Equipment Management

All equipment purchased with funds obtained through this Agreement must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment in accordance with federal and state law.

25.7.3 Supplies

Title to Supplies acquired with funding provided under this Agreement shall vest with the Grantee at acquisition. A residual inventory of unused supplies exceeding \$5000 in value at the time of completion of this Agreement must be used by the Grantee on other federal projects, or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

25.8 Recovered Materials

Purchases made pursuant to this Agreement must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over \$10,000 to contain the highest percentage of recovered materials while maintain satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

26 RELATIONSHIP OF THE PARTIES

26.1 Independent Contractor

The parties intend that an independent Contractor relationship will be created by this Agreement. The Grantee and his or her employees or agents performing under this Contract are not employees or agents of SkillSource. The Grantee will not hold himself/herself out as, nor claim to be an officer or employee of, SkillSource, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Grantee.

26.2 Indemnification

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or

omissions of entities or individuals not a party to this agreement. In the case of negligence of both SkillSource and the Grantee, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

27 REPORTING

27.1 Closeout

Grantee shall complete a formal closeout within forty-five calendar days, or as otherwise instructed, after the end of this Agreement, or when the funding is fully utilized, whichever comes first.

27.2 Certifications

Any annual and final fiscal reports or vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee, which reads:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

28 MILITARY SELECTIVE SERVICE

Grantee shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

29 VETERANS PRIORITY

The Jobs for Veterans Act (Public Law 107-288) requires Grantee to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantee must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

30 VIOLATION OF PRIVACY ACT

No funds made available under this Agreement may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

31 USE OF NAME PROHIBITED

The Grantee shall not in any way contract on behalf of or in the name of ESD.

32 USE OF STATE RESOURCES

Grantee and any Subrecipients shall comply with Employment Security Department WIOA Policy #5408 and Employment Security Department Policy and Procedure #2015 when using state-owned information technology resources.

33 WAIVER

A failure by SkillSource to exercise its rights shall not constitute a waiver of any rights under this Agreement unless stated to be such in writing signed by an authorized representative of SkillSource and attached to the original Agreement.

Certification Regarding Lobbying

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned (i.e., the Contractor signatory) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Contractor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Certification Regarding Debarment and Suspension

APPENDIX A TO TITLE 29, PART 98 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION - *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Contractor signatory) certifies, to the best of his or her knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
 - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

ADDITIONAL TERMS AND CONDITIONS
for
AGREEMENTS
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1. TERMINATION AND SUSPENSION

1.1. Termination or Suspension for Cause

In the event that SkillSource determines the Sub-Recipient has failed to comply with the conditions of Agreement in a timely manner, SkillSource has the right to suspend or terminate this Agreement. Before suspending or terminating this Agreement, SkillSource may, at its sole discretion, notify the Sub-Recipient in writing of the need to take corrective action. If corrective action is not taken the Agreement may be terminated or suspended. In the event of termination or suspension, the Sub-Recipient shall not obligate any additional funds under this Agreement and may be liable for additional remedies to SkillSource, including but not limited to, the repayment of disallowed costs.

SkillSource reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the Sub-Recipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Sub-Recipient or a decision by SkillSource to terminate this Agreement. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Sub-Recipient: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

SkillSource reserves the right to immediately suspend all, or part of, this Agreement, and to withhold further payments, or to prohibit the Sub-Recipient from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the Sub-Recipient under this Agreement.

1.2. Termination for Funding Reasons

SkillSource may unilaterally terminate this Agreement in the event that funding from federal, state or other sources becomes no longer available to SkillSource or is not allocated for the purpose of meeting the SkillSource's obligation hereunder. In the event funding is limited in any way, this Agreement is subject to re-negotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the Sub-Recipient.

1.3. Termination or Suspension for Convenience

Except as otherwise provided in this Agreement, SkillSource may, by thirty (30) days' written notice, beginning on the second day after mailing, suspend or terminate this Agreement, in whole or in part. If this Agreement is so suspended or terminated, SkillSource shall be liable only for payment required

under the terms of this Agreement for services rendered or goods delivered prior to the effective date of suspension or termination. If this Agreement is suspended, the Schedule shall be delayed for a period of time equal to the period of such suspension. SkillSource may, by thirty (30) days' written notice, beginning on the second day after mailing, lift the suspension of the Agreement, in whole or in part, at which time the Schedule and the parties' right and obligations shall resume to the extent that the suspension is lifted.

1.4. Termination for Withdrawal of Authority

In the event that SkillSource authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, SkillSource may terminate this Agreement by seven calendar days or other appropriate time period by written notice to Sub-Recipient. No penalty shall accrue to SkillSource in the event this Section shall be exercised.

EXHIBIT F - SPECIAL TERMS AND CONDITIONS

1. PURPOSE

a. Through public/private partnerships, Career Connect Washington will create a statewide career-readiness system that, over time, becomes a routine part of the educational experience for all Washington youth, with a focus on youth from low-income backgrounds, those living in rural communities, and youth of color. This initiative aims to create a long-term culture change that equally values all family-wage careers and career pathways. Career Connect Washington will also promote Registered Apprenticeship and Career Connected Learning as talent recruitment and development strategies for employers across Washington, with a focus on high-demand, family-wage careers.

2. CAREER CONNECT BRANDING, MATERIALS, AND COORDINATION

- a. The contractor and all Career Connect Team partners must:
- i. Use the Career Connect logo and the team name on all materials;
 - ii. Use Career Connect employer outreach materials, upon their completion; and
 - iii. Assist other areas of the state if they identify employers who want to replicate the youth or adult registered apprenticeship strategies that the contractor and/or Career Connect Team have created.

3. LICENSING AGREEMENT

a. Per the terms of the Career Connect Washington RFP Contract Awardee Expectations, for the unrestricted reuse and recombination per the Creative Commons licensing agreement CC BY-SA 3.0, the contractor will make available all materials, tools, and processes developed by the contractor, subcontractor(s), or any Career Connect Team members for all activities funded, outlined, or otherwise supported by this contract and the Career Connect Washington initiative.

4. PERFORMANCE MANAGEMENT AND CORRECTIVE ACTION

- a. SkillSource reserves the right to review and evaluate the contractor's performance of all activities, outcomes, and deliverables as defined in this contract, its Statement of Work, and contract attachments.
- b. For any quarters which the contractor is 20% or more below performance targets or expenditure projections and/or does not fully perform activities specified in the contract, the contractor must develop and submit written corrective actions to SkillSource.

5. RIGHTS TO RECAPTURE AND REDISTRIBUTION OF FUNDS

- a. SkillSource reserves the right to recapture and redistribute all contract funds awarded or made available to the contractor under any of the following conditions:
- i. The contractor's quarterly performance actuals or expenditures do not meet targets and projections specified in the contract. If the contractor is 20% or more below performance targets or expenditure projections for two consecutive quarters, the contractor will submit to SkillSource a recommendation regarding the recapture of funds.

- ii. SkillSource will receive and consider this recommendation and will issue a decision to the contractor which may result in the recapture of funds and adjustments to the performance targets and expenditure projections included in this contract. These recaptures and adjustments will be implemented via contract modification.
- iii. The contractor and/or Career Connect Team cannot implement the Career Connect Washington initiative outlined in the Statement of Work, the contractor's proposal, and/or award letter (as incorporated in this contract). This may include, but is not limited to:
 - 1. The contractor cannot regularly convene a regional Career Connect Team which must consist of an existing Washington STEM Network, business/industry champion(s), dropout re-engagement program(s), Career and Technical Education program(s), school district(s) or educational service district(s), and an apprenticeship-sponsoring organization such as an Apprenticeship Training Committee (ATC);
 - 2. The contractor cannot provide early, frequent, and relevant engagement of underrepresented youth, including youth of color and youth in rural communities;
 - 3. The contractor cannot implement outcome-based programming;
 - 4. The contractor cannot participate in peer-to-peer learnings, ongoing technical assistance, or collaborative cross-regional efforts to expand Career Connect Washington statewide; and
 - 5. The contractor cannot perform the scope of work proposed by the contractor and incorporated in this contract.

6. CHANGES AND MODIFICATIONS

- a. SkillSource and the contractor may, from time to time, request changes in the services to be performed or contract budgets. Such changes, including any increase or decrease in the amount of payment or reimbursement, which are mutually agreed upon by and between SkillSource and the contractor shall be incorporated in written modifications to this contract.
- b. The contractor may make changes to the budget, without a formal modification to the contract and without securing the prior approval of SkillSource, under the following conditions:
 - i. The revisions must not result in the need for additional funding;
 - ii. The revisions must not result in the need to adjust performance targets established in this contract;
 - iii. The revisions must neither alter the scope of work nor the Statement of Work;
 - iv. The revisions must not be prohibited by applicable federal or state statutes or regulations;

- iv. The contractor may vary actual expenditures within the major cost categories of the budget without securing the prior approval of SkillSource when such variances do not exceed 10% of the total costs originally budgeted in the category. Such variance may be between line items only and may not alter the total amount of money originally budgeted in the major cost categories (e.g. the contractor may not vary budget amounts between Funds A and C or between youth and adult categories within Fund C without a contract modification). The contractor will send advance written notices of allowed variances to SkillSource.
- c. Alterations of the terms of this contract shall be valid only when in writing and signed by the authorized representatives of the parties.

MEMORANDUM _x000D_Inventory Surplus

To: Board of Education
From: Karen Walters, Director of Accounting
Date: February 27, 2018
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
Columbia	1	Desk
	1	Cabinet
	6	Pulldown Map
	2	Projector Screen
	1	Tripod Projector Screen
	2	Shelve
Lewis & Clark	25 Boxes	Library Books
Washington	1	Desk
Orchard	2 Boxes	Misc. Books
Wenatchee High School	1	Running Machine
	1	Barbell Set
	20 Boxes	Books
	4 Boxes	Audio/Videos
	1	Sheetmetal Hand Notcher
Technology		
<i>Mission View</i>	2	Epson PowerLite
	1	Brother HL Printer
	1	MacBook Air
	2 Boxes	Speakers
	1	MacBook Pro
<i>Sunnyslope</i>	1	Mac Mini
	1	MacBook
	1	Aver Doc Cam
	1 Box	Misc. Adapters, mice, keyboards
<i>Washington</i>	2	HP LaserJet
	2	Brother HL Printer
	1	HP Photosmart
	1	Doc. Camera
	4	Dell Optiplex
<i>Special Programs</i>	5	MacBook
	3	MacBook
	14	MacBook
	6	MacBook Pro
	1	iPad
<i>Operational Technology</i>	8	MacBook Pro
	1	BladeCenter Chassis
	7	Blade Server
	3	Blade Power
	6	Blade Center

MEMORANDUM _x000D_Inventory Surplus

2	Gigabit for BladeCenter
2	Interconnect Module
2	Power Cables for Blade Center
6	MacBook Pro

Wenatchee School District Sports Camp/Clinic Application

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

- | | |
|---|--|
| 1. <u>Recreational Youth Camp</u>
Type of Camp | 2. <u>Raise Funds for Women's Shelter</u>
Purpose of Camp |
| 3. <u>Wenatchee High Leadership</u>
Group Sponsoring Camp | 4. <u>Wenatchee High School</u>
Camp Location |
| 5. <u>Brent Grothe & ASB Leadership</u>
Name of Clinician | 6. <u>Wenatchee High School</u>
Address of Clinician |
| 7. <u>June 18th - 20th, 2018</u>
Date(s) of Camp | 8. <u>Tentatively 10 am - 3 pm</u>
Number & Types of Sessions |
| 9. <u>Students in Grades 1st - 5th</u>
Age (Grade) of Participants | 10. <u>Estimated Cost of \$60</u>
Cost Per Participant |
| 11. <u>25+</u>
Anticipated Number of Male Campers | 12. <u>25+</u>
Anticipated Number of Female Campers |

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

<u>Yes</u>  Camp Sponsor Signature	<u>No</u>  Building Principal Signature	 District AD Signature
<u>1/31/18</u> Date of Signature	<u>1/31/18</u> Date of Signature	<u>1/31/18</u> Date of Signature

School Board Section

_____ Approved

_____ Rejected

Reason for Rejection:

_____ WSD Administrative Signature

_____ Date

Wenatchee School District Sports Camp/Clinic Application

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

- | | |
|--|---|
| 1. <u>Youth Basketball</u>
Type of Camp
3. <u>GBB / BBB</u>
Group Sponsoring Camp
5. <u>Loftus / Williams</u>
Name of Clinician
7. <u>6/25/18 - 6/29/18</u>
Date(s) of Camp
9. <u>Gr 1-8</u>
Age (Grade) of Participants
11. <u>50</u>
Anticipated Number of Male Campers | 2. <u>Skills Development</u>
Purpose of Camp
4. <u>WHS</u>
Camp Location
6. <u>1101 Millerdale Ave</u>
Address of Clinician
8. <u>6-10 by age group</u>
Number & Types of Sessions
10. <u>\$50</u>
Cost Per Participant
12. <u>50</u>
Anticipated Number of Female Campers |
|--|---|

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

☒ Yes

☐ No

[Signature]
 Camp Sponsor Signature
1/18/18
 Date of Signature

[Signature]
 Building Principal Signature
1/22/18
 Date of Signature

[Signature]
 District AD Signature
1/20/18
 Date of Signature

School Board Section

_____ Approved

_____ Rejected

Reason for Rejection:

WSD Administrative Signature

Date

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

3000 Policy Series Review

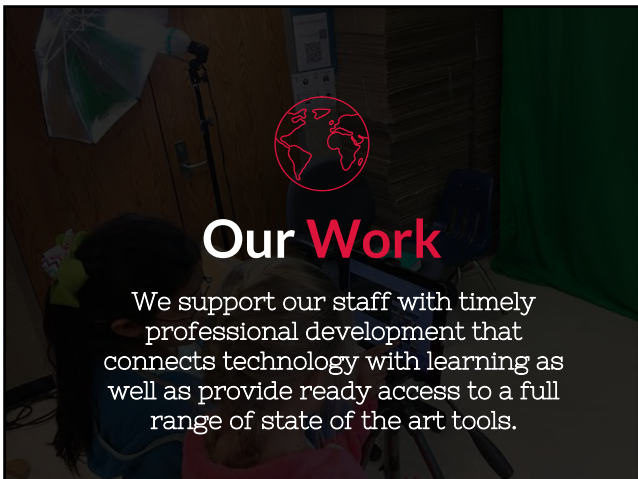
Policy	Title	Suggested Action	District Recommendation	Rationale
3123	Withdrawal Prior to Graduation		Approve	Change recommended by OSPI.

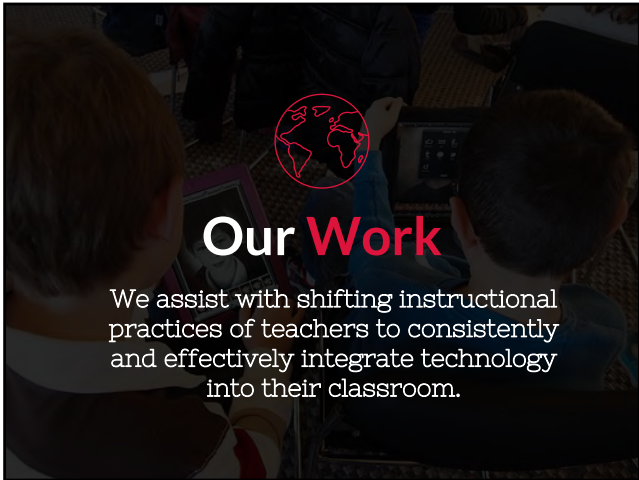
WENATCHEE LEARNS STRATEGIES

- *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*









Our Work

We assist with shifting instructional practices of teachers to consistently and effectively integrate technology into their classroom.



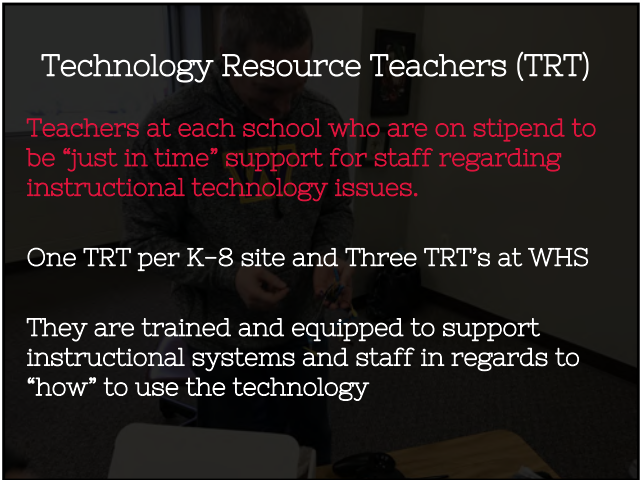
Our Work

We engage students with personal technology tools that will enable them to flourish.



Instructional Technology Staff

Ron Brown Director Instructional Technology	Ray Birks Instructional Technology Facilitator	Mark Woolsey Instructional Technology Facilitator	
Adam Richmond Mobile Device Specialist	Travis Weedman Instructional Server Specialist	Holly McDonough Instructional Specialist / Secretary	Autumn Ferguson Instructional Specialist / Registrar

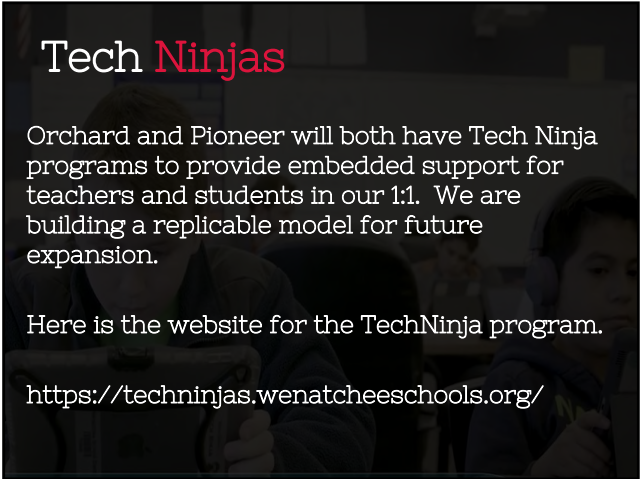


Technology Resource Teachers (TRT)

Teachers at each school who are on stipend to be “just in time” support for staff regarding instructional technology issues.

One TRT per K-8 site and Three TRT’s at WHS

They are trained and equipped to support instructional systems and staff in regards to “how” to use the technology



Tech Ninjas

Orchard and Pioneer will both have Tech Ninja programs to provide embedded support for teachers and students in our 1:1. We are building a replicable model for future expansion.

Here is the website for the TechNinja program.

<https://techninjas.wenatcheeschools.org/>

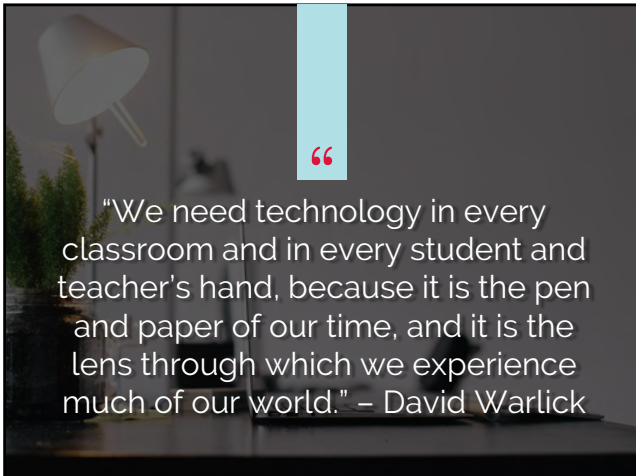




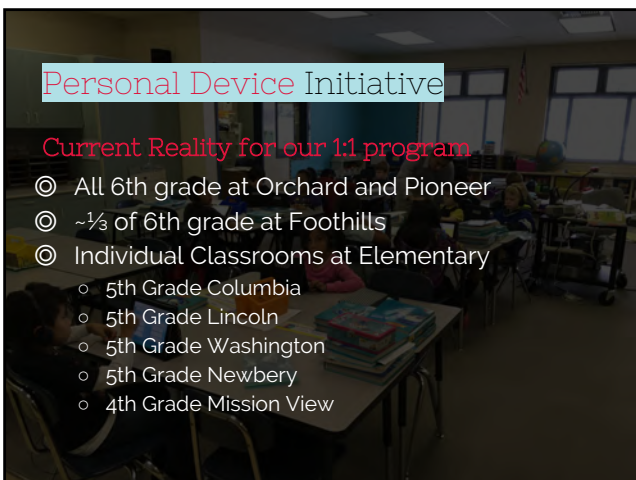
Strategy 3.1

Personal Devices

Use tablets as a tool to make learning more interesting, relevant, interactive, and improve access to up-to-date content



“We need technology in every classroom and in every student and teacher’s hand, because it is the pen and paper of our time, and it is the lens through which we experience much of our world.” – David Warlick



Personal Device Initiative

Current Reality for our 1:1 program

- ◎ All 6th grade at Orchard and Pioneer
- ◎ ~1/3 of 6th grade at Foothills
- ◎ Individual Classrooms at Elementary
 - 5th Grade Columbia
 - 5th Grade Lincoln
 - 5th Grade Washington
 - 5th Grade Newbery
 - 4th Grade Mission View

Ongoing perception data

Students

Overwhelmingly, students are supportive about using a tablet for personalizing their learning

Staff

We have not seen staff results this positive about many other initiatives

Parents

Highly supportive of the use of tablets for their student's learning

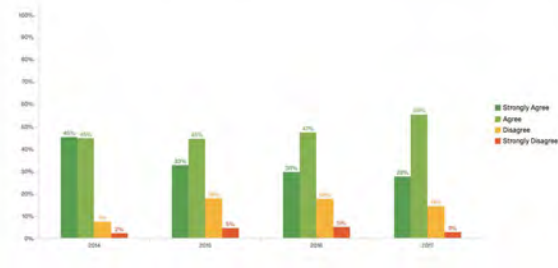
FULL RESULTS

FULL RESULTS

FULL RESULTS

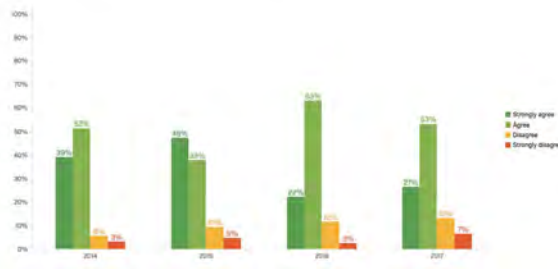
Student perception data highlights

I am learning more with my tablet.

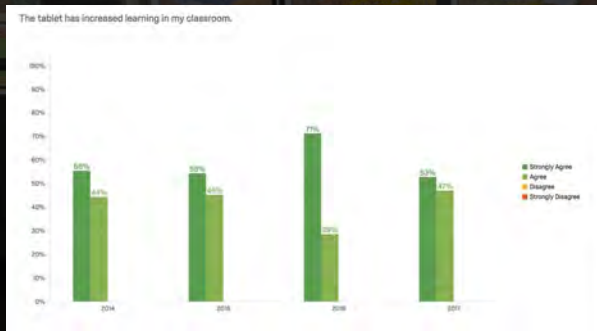


Parent perception data highlights

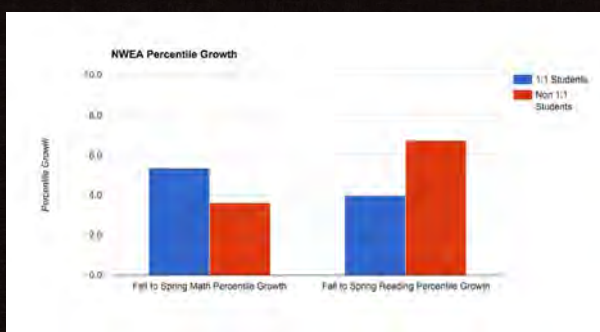
Overall I feel the tablet enhanced the learning for my son/daughter.



Staff perception data highlights



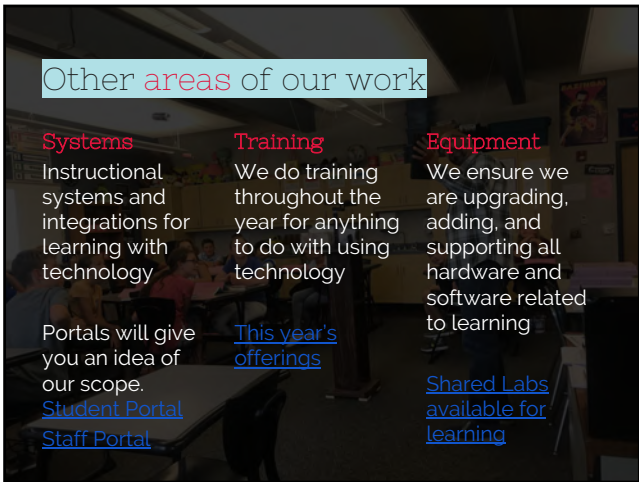
NWEA MAP Results 2014-2015



Personal Device Initiative

18-19 Planned changes

- © Upgrade devices from year one at various sites (move older devices into K-3)
- © Complete 6th grade at FMS



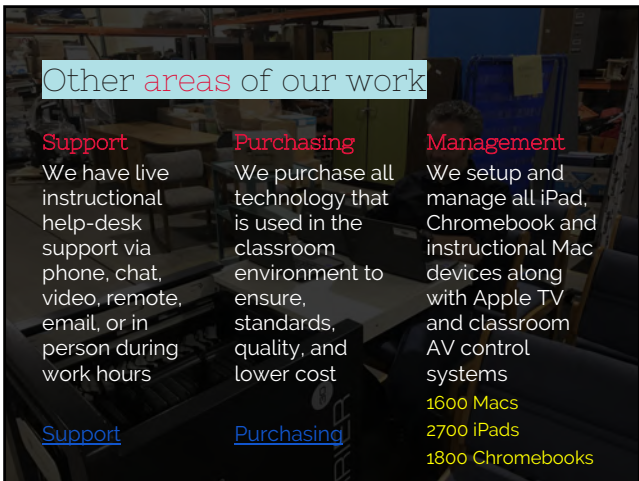
Other areas of our work

<p>Systems</p> <p>Instructional systems and integrations for learning with technology</p> <p>Portals will give you an idea of our scope.</p> <p>Student Portal</p> <p>Staff Portal</p>	<p>Training</p> <p>We do training throughout the year for anything to do with using technology</p> <p>This year's offerings</p>	<p>Equipment</p> <p>We ensure we are upgrading, adding, and supporting all hardware and software related to learning</p> <p>Shared Labs available for learning</p>
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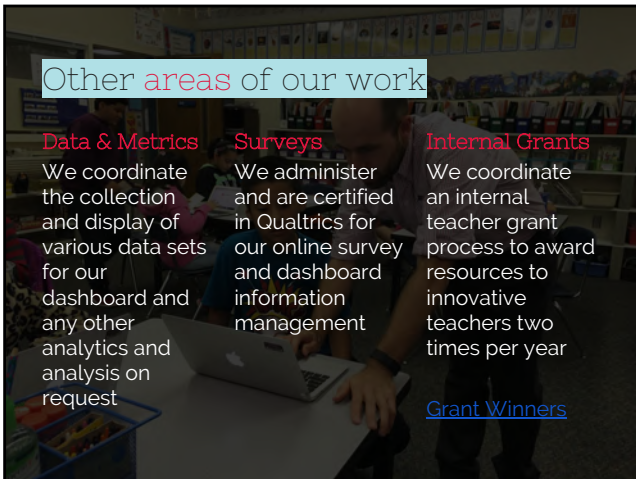
Other areas of our work

<p>Blended Learning</p> <p>Manage our learning management and content management systems (LMS & CMS)</p> <p>Google Classroom, Moodle, Campus Suite</p>	<p>Online Learning</p> <p>Coordinate our online classes at Wenatchee High School. We have seven classes and about 300 students enrolled each year.</p>	<p>Registration</p> <p>We administer registrations and records for professional development within the WSD.</p> <p>Over a million dollars worth of clock hours awarded to staff since inception.</p>
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Other areas of our work

<p>Support</p> <p>We have live instructional help-desk support via phone, chat, video, remote, email, or in person during work hours</p> <p>Support</p>	<p>Purchasing</p> <p>We purchase all technology that is used in the classroom environment to ensure, standards, quality, and lower cost</p> <p>Purchasing</p>	<p>Management</p> <p>We setup and manage all iPad, Chromebook and instructional Mac devices along with Apple TV and classroom AV control systems</p> <p>1600 Macs</p> <p>2700 iPads</p> <p>1800 Chromebooks</p>
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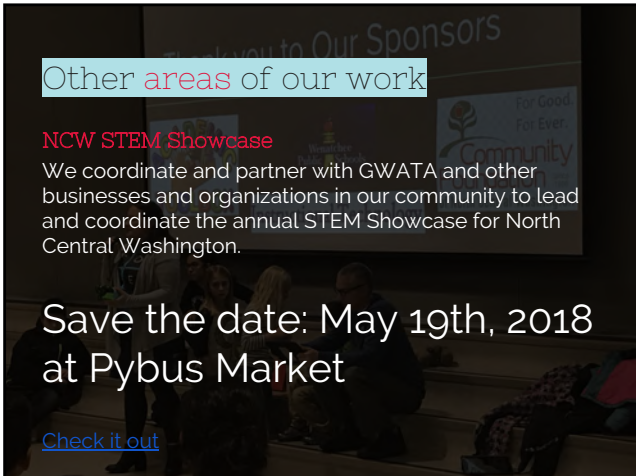
Other areas of our work

Data & Metrics
We coordinate the collection and display of various data sets for our dashboard and any other analytics and analysis on request

Surveys
We administer and are certified in Qualtrics for our online survey and dashboard information management

Internal Grants
We coordinate an internal teacher grant process to award resources to innovative teachers two times per year

[Grant Winners](#)



Other areas of our work

NCW STEM Showcase
We coordinate and partner with GWATA and other businesses and organizations in our community to lead and coordinate the annual STEM Showcase for North Central Washington.

**Save the date: May 19th, 2018
at Pybus Market**

[Check it out](#)

February 27, 2018
2000 Series Board Review – 1st Reading

Policy	Title	WSSDA Action	WSD	Key Changes	Board Decision
2151	Interscholastic Athletics	Revise	Yes	Major additions: Non-discrimination paragraph, equal opportunity factors, separate facilities for male/female	
2151P	Interscholastic Athletics	Revise	Yes	Minor revisions: shall to will Grievances/Building Eligibility Comm.	

**** Documents in Google Drive**

Ak – 2/7/18

INTERSCHOLASTIC ACTIVITIES

The board recognizes the value of a program of interscholastic activities as an integral part of the total school experience to all students of the district and to the community. The program of interscholastic activities shall include all activities relating to competitive sport contests, games or events, or exhibitions involving individual students or teams of students of this district when such events occur between separate schools within this district or with any schools outside this district.

The board expects that:

- A. All interscholastic activities and events ~~shall~~ **will** be in compliance with the rules and regulations of the Washington Interscholastic Activities Association (WIAA). The schools of the district ~~shall~~ **will** not participate in any out-of-season athletics that are not sanctioned by the WIAA. The district ~~shall~~ **will** not be responsible or liable for nonschool-sponsored programs or for programs that are organized, promoted or participated in by staff members without school board approval. The district ~~shall~~ **will** not be responsible for or control and incur liability for summer and/or out-of-season activities unless specifically sponsored by the school district. The superintendent ~~shall~~ **will** establish rules defining the circumstances under which school facilities may be used and under which announcements of summer sports leagues and/or clinics may be channeled to students. All summer and out of season activities must be approved by the school board.
- B. An athletic coach must be properly trained and qualified for an assignment as described in the coach's job description.
- C. A syllabus which outlines the skills, techniques and safety measures associated with a coaching assignment will be distributed to each coach. A coach must secure permission in advance if he/she wishes to deviate from the syllabus.
- D. Coaching stipends and all gifts to a coach that exceed five hundred dollars (\$500.00) in a season ~~shall~~ **will** be approved by the board of directors.
- E. In-service training opportunities will be afforded each coach so that he/she is trained to attend to the health care needs of participants. Prior to a sports season, the coach will prepare a plan for handling medical emergencies at practice sessions and games (home and away).
- F. Participants will be issued equipment that has been properly maintained and fitted.
- G. All facilities and equipment utilized in the interscholastic activity program, whether or not the property of the district, ~~shall~~ **will** be inspected on a regular basis.
- H. Nonprescribed medications, ~~including such items as analgesic balms, vitamins and salt tablets,~~ must be approved by the superintendent before they may be available for use by coaches and/or athletic trainers. After athletic training medications have been approved, the coach and/or trainer must secure authorization from the parent and the student's doctor before the medications may be used during the athletic season. If such release is not on file, the nonprescribed medications may not be used. This provision does not preclude the coach and/or trainer from using approved first aid items.

A sign will be posted that warns students that eligibility to participate may be denied if anabolic steroids are used for the purpose of enhancing athletic ability.

- I. The board recognizes that certain risks are associated with participation in interscholastic sports. While the district will strive to prevent injuries and accidents to students, each participant and his/her parent(s) or guardian(s) will be required to sign a statement which indicates that the parent(s) and the student acknowledge the risks of injuries resulting from such participation and give assurance that the student will follow the instructions of the coach.
- J. Each participant ~~shall~~ **will** be required to furnish evidence of physical fitness prior to becoming a member of an interscholastic team. A written report ~~shall~~ **will** be completed when a student is injured while participating in a school-supervised activity. A participant ~~shall~~ **will** be free of injury and ~~shall~~ **will** have fully recovered from illness before participating in any activity.
- K. Each student participating in interscholastic athletic activities is required to have or obtain medical insurance for expenses incurred as a result of injuries sustained while participating in the extracurricular activity. Students ~~shall~~ **will** provide evidence of coverage with a minimum limit of \$25,000 in medical expenses or ~~shall~~ **will** obtain such coverage through the insurance plan offered to all students participating in activities in the district. No student will be denied the ability to participate solely because the student's family, by reason of low income, is unable to pay the entire amount of the premium for such insurance. The superintendent or his or her designee may approve partial or full waiver of premiums to permit all students to obtain the required medical insurance.

The superintendent ~~shall~~ **will** annually prepare, approve and present to the board for its consideration a program of interscholastic activities for the school year. The superintendent ~~shall~~ **will** prepare rules for the conduct of student activities including, but not limited to, use of alcoholic beverages; the use of **vapping devices**; the use of tobacco; use or possession of illegal chemical substances or opiates not prescribed by a physician; physical appearance; curfew; unsportsmanlike conduct; absence from practice; gambling; or any infraction of civil law. Rules and disciplinary actions related to rule violations ~~shall~~ **will** be distributed to each participant and his/her parents prior to the beginning of an interscholastic activity season.

Nondiscrimination

The district will not exclude any person from participation in the interscholastic program, deny any person the benefits of such a program or otherwise discriminate against any person in any interscholastic program on the basis of the categories identified in the district's Nondiscrimination policy.

The district will provide necessary funds for recreational and athletic activities for both sexes, although the aggregate expenditures are not required to be equal for members of each sex and expenditures for separate male and female teams are not required to be equal.

When individual students with disabilities are unable to participate in existing activities even when offered reasonable modifications and necessary accommodations, aids or services, the district may offer opportunities for students with disabilities to participate in separate or different recreational or athletic activities.

The district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport. However, when the district operates or sponsors a team in a particular sport for members of one sex but not the other, and athletic opportunities for members of the other sex have previously been limited, members of the excluded sex will be allowed to try out for the team offered. For the purposes of this policy, contact sports include boxing, wrestling, rugby, ice hockey, football, basketball and other sports in which the major activity involves bodily contact.

The district will provide equal athletic opportunities for both sexes within each school for interscholastic, club or intramural athletics. In determining whether equal athletic opportunities for both sexes are being provided, the district will consider the following factors:

1. Whether the selection of sports and levels of competition effectively accommodate the interests and abilities of members of both sexes;
2. Provision of equipment and supplies;
3. Scheduling of games and practice time, including the use of playfields, courts, gyms and pools;
4. Travel and per diem allowances, if any;
5. Opportunity to receive coaching and academic tutoring;
6. Assignment and compensation of coaches, tutors, and game officials;
7. Provision of locker rooms and practice and competitive facilities;
8. Provision of medical and training facilities and services, including the availability of insurance;
9. Provision of housing and dining facilities and services, if any; and
10. Publicity and awards.

Annual athletic evaluation

The district will evaluate its intramural and interscholastic program in each school at least once each year to ensure that equal opportunities are available to members of both sexes with respect to participation in interscholastic and/or intramural programs. The evaluation will include consideration for the factors listed in the above paragraph, Nondiscrimination.

Student athletic interest survey

Every three years, the district will administer to each school that operates interscholastic, intramural and other athletics the survey developed by the office of the superintendent of public instruction to determine male and female student interest in participation in specific sports. The district will consider the survey results when planning and developing recreational and athletic

activities offered by the district and when determining whether equal opportunities are available to members of both sexes.

Facilities

The district will provide separate facilities (e.g., showers, toilets, training rooms) for male and female students or schedule the facilities equitably for separate use.

Cross References: Board Policy

2121 Substance Abuse Program
~~3210 Nondiscrimination~~
3413 Student Immunization and Life
Threatening Conditions
3414 Infectious Diseases
3416P ~~Procedure~~ Medication at School
3418 ~~Emergency Treatment~~ **Response to
student injury or illness**
3422 ~~Competitive~~ **Student** Sports —
Concussion and Head Injuries **and sudden
cardiac arrest**
4260 Use of School Facilities
~~6510 Safety~~
6512 Infection Control Program

Legal References: RCW 28A.400.350 Liability, life, health, health care, accident, disability,
and salary insurance authorized — when required —
Premiums
RCW 28A.600.200 Interschool athletic and other extra-curricular activities
for students — Authority to regulate – Delegation of
authority — Conditions
RCW 69.41.330 Public Warnings — School districts
RCW 69.41.340 Student athletics — Violations — Penalty
WAC 392.190.025 Recreational and athletic activities

Management Resources: WIAA Handbook

~~Policy News, August 2009~~
~~Concussion and Head Injuries~~
~~Legislation~~
~~Policy News, October 2007~~
~~Elimination of Outdated and Obsolete~~
~~Policies~~

Policy News, December 2014 Issue
Policy News, April 2013 Issue
Policy News, October 2007 Issue

Adoption Date: 02.25.02
Wenatchee School District
Revised: 01.25.11,

INSTRUCTION

INTERSCHOLASTIC ATHLETICS

Coach's Duties

In accordance with district policy and the coach's job description, the coach has the duty to:

A. Instruct Participants

The coach **will** employ the latest methods or proper instruction using sound progression in presenting motor skills. If an injury occurs while using an improper instructional method, negligence may be present.

B. Warn Participants

The coach **will** inform all athletes and their parents of the inherent risks involved in participation in the particular sport, including the very small risk of infection with a blood-borne pathogen. The coach must describe, using a variety of methods, the catastrophic and common non-catastrophic injuries unique to the sport.

C. Supervise Participants

The daily plan **will** show how the coach plans to conduct general supervision of the sport, and how he/she will supervise specific drills and other components of the daily practice. Adequacy of supervision **will** be reviewed in terms of quality and quantity. Factors to consider include, but are not limited to: the age of the students, the size of the students, the equipment involved, the maturity level of the students, the first aid equipment and training available, the appropriate certification of supervisors where required, and the safety training of the personnel involved.

D. Provide Safe Equipment And Facilities

Equipment **will** be properly fitted and maintained. Athletes **will** be instructed on how to conduct a daily inspection. Facilities **will** be free of hazards and inspected regularly.

E. Maintain Records Of Injuries

A report should be completed for each accident. Injury reports **will** be maintained for a period of five years after the student's 21st birthday.

F. Evaluate Fitness Of Participants

The coach has a duty to evaluate the physical fitness, the medical condition, and the skill level of athletes **prior to participation in sporting activities**. ~~Failure to evaluate and maintain records of those evaluations may be cause for negligence should an injury occur involving fatigue or lack of skill.~~

G. Provide Equal Protection And Due Process

While participation in co-curricular activities is a privilege, a participant who allegedly violates the conduct code must be afforded the opportunity of a fair hearing.

H. Transport Athletes Safely

A coach has a duty to see that athletes are safely transported to and from contests and to and

INSTRUCTION

from practices if practices are held at sites other than the immediate school grounds.

I. Group Participants

The coach has the duty to employ a recognized system of grouping for participants in a particular sport that will avoid unequal and unsafe participation, based upon skill level, age, maturity, sex, size and experience.

J. Foresee Danger

A coach **will** be able to reasonably anticipate foreseeable dangers that may occur if the activity is continued in a facility, or with equipment, or in a situation, and take precautions protecting the children in his/her custody from such dangers.

K. Protect From Loss

A participant is required to present evidence that he/she is covered by an accident policy. A blanket catastrophic (“no fault”) insurance provides coverage for serious injuries.

The duties listed above are not meant to be comprehensive. In carrying out the duties of the assignment a staff member is expected to act as a reasonable professional would have acted under similar circumstances. A staff member who supervises a sports activity is expected to know the intricacies of the activity that he/she is leading.

Off Season Conditioning/Open Gym/Sport Camps or Clinics/Summer Activities

Out of Season Definition: Out of season for all high school sports shall be from August 1 until the first day of the specific sport turnouts and from the final day of the state tournament in that classification for that sport until the conclusion of the final spring sport state tournament. Out of season for middle level sports shall be from August 1 until the first day of the specific sport turnouts and from the conclusion of the final league contest of that specific sport season until the conclusion of the middle level spring league schedule. This rule applies to all eighth grade students summer before their ninth grade year.

A school may organize and supervise an off season conditioning program to include weight training, running and exercising provided all of the following conditions are met:

- Participation cannot be a requirement, incentive for, or a condition of participation on a school team;
- The program is open to all student;
- Instruction in specific sports skills is not provided.

Schools may conduct open athletic facilities (gym, pools, field and track) in the offseason if all of the following conditions are met:

- The program is part of the school district organized recreational or activity program;
- Activities are open and advertised to all members of the student body of that school;
- Students have a choice of activities;
- No coaching or drilling of the athletes attending occurs;

INSTRUCTION

- Supervision is provided by any paid employee of the school district;
- Participation in open gym cannot be a requirement or condition of participation on a school team.

Participants in a school sponsored sport may attend camps or clinics.

- If the participant's coach is an organizer of a camp or clinic, the participant may attend only if it is offered during the summer or during the season in which that sport is offered.
- Participation in a sport camp or clinic cannot be a requirement or condition of participation on a school team.

Summer Activities. Summer is defined for high school kids as the first day following the WIAA spring tournaments through July 31. Summer is defined for middle school as the first day following the final day of the spring sports schedule through July 31.

Students may be afforded the opportunity to participate in activities during the summer if they so choose. Students should also be provided with an opportunity to participate with their families during the summer or simply take a break from sports prior to the start of fall sports turnouts.

Below are the rules that govern summer activities:

- Coaches may conduct activities during the summer on their own, as individuals;
- The school district may authorize the use of facilities, school equipment, sport specific apparatus, facilities and/or transportation for individuals and/or teams during the summer if approved by the school board;
- The school district may provide liability insurance for summer programs;
- School districts may not allow for the use of school uniforms during the summer. Practice or shooting shirts are not classified as school uniforms;
- Participation in summer programs cannot be a requirement or condition of participation on a school team;
- Transportation for summer activities and camps needs to follow the same guidelines as in season sports travel whenever possible. The school district will not provide funding for summer travel but teams can use their ASB funds to pay for the costs. If parents are used to transport kids, they need to provide the athletic office with a copy of their drivers license and proof of insurance. Students will not be transporting themselves or other students to activities outside of events held at home venues. A transportation plan should be submitted with the activity application when seeking board approval.

All summer and out of season activities along with any camps, clinics or other activities have to be submitted for board approval before taking place or advertising for. The athletic department will be responsible for submitting the information to the board for approval.

Any students choosing to participate in an open gym, out of season conditioning program or

INSTRUCTION

summer activity must be cleared through the athletic office. The minimum requirements to get cleared are filling out the proper paperwork online, having a current physical, having proper insurance coverage and paying a minimal fee. The clearance process runs from August 1st to July 31st of each year. Any student cleared for an activity during the school year is also cleared for summer activities during the same year.

~~Rules governing out-of-school and/or out-of-season student sports participation are as follows:~~

- ~~A. A practice is defined as a teaching phase of a sport to any present, past or future squad member while a student in grade 7-12 during the school year or during the summer. The school may not sponsor, promote or direct activities, which resemble out-of-season practices or contests during the school year or summer. A school staff member who sponsors, promotes or directs such activities during the summer vacation shall **will** clearly indicate that he/she is operating independent of the school district. As such, the school district shall **will** be free of liability associated with the activity.~~
- ~~B. Students shall **will** be advised that participation in a commercial summer camp or clinic or other similar type of activity shall **will** not begin until the conclusion of the final WIAA state tournament of the school year. Participants in a fall school sports program may not attend any summer camp/clinic in that sport after August 1 until the first fall sports turnout. The school should announce by school bulletin that summer sports camp/clinic is neither endorsed nor sponsored by the district.~~
- ~~C. A coach (contracted or volunteer) may not sponsor, promote, coach or direct activities which resemble out-of-season practices or contests in the sport they coach to any of their squad members or future squad members (grades 7-12) until after the school year's final WIAA state tournament.~~
- ~~D. The use of the school bulletin board, public address system or school newspaper for promotional purposes to announce sports clinics/camps shall **will** fall within the same guidelines as applied to other commercial endeavors.~~
- ~~E. School facilities to be used for summer activity and/or sports camps may be rented consistent with the rates, rules and regulations applicable for other commercial uses.~~

A user ~~shall~~ **will** hold the district free and without harm from any loss or damage, liability or expense that may arise during or be caused in any way such use of school facilities. Authorization for use of school facilities ~~shall~~ **will** not be considered as endorsement of or approval of the activity group or organization nor for the purposes it represents.

WENATCHEE ATHLETIC PARTICIPATION EXPECTATIONS

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WIAA Policies & Enforcement

Legend Drugs and Controlled Substances. Penalties for the possession, use or sale of legend drugs (drugs obtained through prescription, RCW 69.41.020-050) and controlled substances (RCW 69.50) shall be as follows:

1st Violation – A participant shall be immediately ineligible for interscholastic competition in the current interscholastic sports program for the remainder of the season. Ineligibility shall continue until the next sports season in which the participant wishes to participate unless the student accesses the assistance program outlined in B (below). An athlete that is found to be in violation of the Legend Drugs and Controlled Substances rules shall have two options.

A. The athlete will be ineligible for participation in contests for the remainder of that interscholastic sports season and must meet the school's requirements in order to be eligible to compete in the next interscholastic sports season. The school principal will have the final authority regarding the student's participation in further interscholastic sports programs.

B. The athletes may choose to seek and receive help for a problem with use of legend drugs or controlled substances. Successful utilization of school and or community assistance programs may allow him/her to have eligibility re-instated in that athletic season, pending recommendation by the school.

2nd Violation – A participant who again violates any provision of RCW 69.41.020 through 69.41.050 or of RCW 69.50 shall be ineligible for interscholastic competition for a period of one (1) calendar year from the date of the second violation.

3rd Violation – A participant who violates for a third time RCW 69.41.020 through 69.41.050 or of RCW 69.50 shall be permanently ineligible for interscholastic competition.

If a student transfers from one WIAA member school to another WIAA member school, the student's cumulative violations will accompany such transfer and shall be the basis for any additional penalties should further violations occur.

Wenatchee School District Policies & Enforcement

Prohibited Conduct

The possession, distribution or use of any tobacco products, alcohol or controlled substance of any kind by a student athlete or activity participant, whether it occurs on or off school property, is prohibited and shall result in the penalties set forth herein. **This policy includes drug paraphernalia and all nicotine and any other substances used with electronic cigarettes or any other vaping substances and devices. Additionally, being in the same vehicle, house, location or party where alcohol/drugs are known to be in illegal possession by minors or willingly remaining in a location where alcohol/drugs are being illegally consumed will result in the same penalties set forth herein. This is called the proximity rule. It is the responsibility of the student athlete or activity participant to remove him/herself from the presence of these illegal activities as soon as reasonably possible after he/she becomes aware these activities are taking place.**

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Time Period During Which Policy Applies. The policy in this section applies to any student who is participating or has participated in interscholastic activities starting from the student's first participation in interscholastic activities, at any WIAA member school, and continuing until the student graduates from high school. The policy first went into effect on **August 17, 2016**. Students will be held accountable for infractions that take place from the first day of summer break to the last day of school year during the student's current year of attendance.

Penalties for Violation of this Policy. The Wenatchee School District has adopted a four-step penalty policy pertaining to the use of alcohol, tobacco or controlled substances for student athletes or activity participants specific to the middle or high school levels.

First Offense

- **One Season Sport or Activity - Suspension from 30% of the current or next sport season's WIAA Regular Season Game or Match Scheduling Limit;**
- **Year Long Activity – Suspension from 30% of the current or next sport season's WIAA Regular Season Game or Match Scheduling Limit for which they would be participating in. For example, a cheerleader's suspension for his/her first offense during the summer or fall would result in a suspension from 30% of the fall sport season's WIAA Regular Season Game or Match Scheduling Limit that they cheer for;**
- **If less than 30% of the games/matches remains in the current sport or activity, the suspension carries over to the next sport or activity selected by the student;**
- **Summer practices and camps do not count towards the suspension time;**
- **The student is expected to practice and remain in good standing during the length of the suspension;**
- **The student is expected to complete and comply with the expectations of the WSD Intervention Program;**
- **If the suspension does not allow the student to finish the season in good standing, they will not receive a letter or certificate and will not be eligible for any team or post season awards.**

Second Offense

- **The student will receive a suspension for a twelve-week athletic participation period for sports or activities the student chooses to participate in. If the violation happens at the end of the school year, the suspension carries over to the next school year;**
- **Students are not allowed to practice during the suspension time;**
- **Summer practices and camps do not count towards the suspension time;**
- **The student must complete and comply with the expectations of the WSD intervention program in order to further participate;**
- **The student will forfeit any awards or letters for the current season that they are participating in when the violation happened, as they will not be finishing that sport season in good standing.**

Third Offense

- **The student will receive a one calendar year suspension from all sports and activities beginning on the date of disciplinary action;**
- **Complete and comply with the expectations of the WSD intervention program;**

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- The student will forfeit any awards or letters for the current season that they are participating in when the violation occurred.

Fourth Offense

- A student who has a fourth violation under this policy shall be permanently ineligible to participate in any athletics or activities;
- The student will forfeit any awards or letters for the current season that they are participating in when the violation occurred.

Self-Reporting

Student/athletes are encouraged to report their athletic code violations to their coach, the athletic director or one of the school administrators. Self-referral must happen within the first school day after the violation and prior to discovery by district personnel. If the timeline is met, the athletic director has the option to reduce the penalty to 15% of the current or next sport season's WIAA Regular Season Game or Match Scheduling Limit for **your first offense**. Self-reporting is not available for violations that involve the legal authorities.

Enforcement of Policies and the Appeals Process

Student Infractions and WSD Policy of Due Process.

Level 1 - Suspensions from Athletic Teams for Violation of Handbook Regulations.

When a school has cause to believe that a student has violated law, policy, regulation or school district activity handbook rules that could result in suspension from a team for part or the remainder of the season, the athletic director shall conduct a hearing that meets the following due process conditions:

Prior to any disciplinary action taken the student shall be provided:

1. Oral or written notice of the charges.
2. An explanation of the evidence if the student denies the charges.
3. An opportunity to present the student's view of the incident.

A student charged with a rule violation may continue to participate until a determination is made in each case by a school official but activity participation may also be denied when there is relevant evidence to the extent that a reasonable mind might accept as adequate to support the conclusion that a violation occurred. An informal hearing shall be held as soon as the school has knowledge of a potential violation. The student's parent shall be notified orally and in writing of the decision prior to the student's removal from any team or as soon afterward as practical.

Students suspended from athletic teams shall not be permitted to participate in other school-related or school supervised activities following removal by the athletic director from one activity until other provisions of activity guidelines are fulfilled, or until an appeal filed by the student or his parent, causes the removal to be overturned.

The athletic director shall be reasonably free to determine what evidence shall be considered and the

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weight given to it. Hearsay evidence is not excluded on those grounds alone. Activity participation may be denied when there is relevant evidence to the extent that a reasonable mind might accept as adequate to support the conclusion that a violation occurred.

The student or parent may appeal this decision within three (3) school days to:

LEVEL II. The appeal of the athletic director's decision for student infractions goes to the building principal. The building principal shall, upon request for an appeal of a level one decision, conduct a fact-finding investigation within three (3) days of such a request. Every reasonable attempt will be made to review the charges, evidence and testimony of all parties relevant to the case. The building principal shall act as an impartial third party.

The Building Principal shall:

- Examine the charges against the student;
- Review the procedure used in making the ruling by the athletic director;
- Allow presentation by the athletic director of the evidence used in determining guilt;
- Allow an opportunity for the student or parent of the student to cross-examine the athletic director and examine relevant evidence;
- Provide an opportunity for both sides to have witnesses present and to call witnesses to testify on their behalf.

A written hearing report shall be made available within three (3) school days. The student or parent may further appeal within three (3) school days to:

LEVEL III. The appeal of the principal's decision for student infractions goes to the superintendent. The superintendent shall, upon request for an appeal of a level two decision, conduct a fact-finding investigation within three (3) days of such a request. Every reasonable attempt will be made to review the charges, evidence and testimony of all parties relevant to the case. The superintendent shall act as an impartial third party.

The Superintendent shall:

- Examine the charges against the student;
- Review the procedure used in making the ruling by the athletic director and school principal;
- Allow presentation by the administration of the evidence used in determining guilt;
- Allow an opportunity for the student or parent of the student to cross-examine the administration and examine relevant evidence;
- Provide an opportunity for both sides to have witnesses present and to call witnesses to testify on their behalf.

A written hearing report shall be made available within three (3) school days. The student or parent may further appeal within three (3) school days to:

LEVEL IV. The final step in the appeals process is to the school board. The school board or their designee shall within three (3) school days notify the appealing party of the date when such an appeal hearing shall be conducted. In most cases this would be the next regularly scheduled school board

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meeting from the time such request was made or no later than forty-five (45) days from the time of the alleged incident. Procedures for such hearings shall follow normal school board practice. A written hearing report shall be made available within three (3) school days.

All procedures past the athletic director may be tape recorded to provide a record of fact for further reference. These tapes will be made available to both parties if requested.

When needed, an athletic review board will consist of a building administrator, a head coach for a sport not in season and the athletic director.

Wenatchee School District Behavior Expectations

School Board Policy 3240 states that the board acknowledges that conduct and behavior is closely associated to learning. The board requires that each student adhere to the rules of conduct and submit to corrective action taken as a result of conduct violations. The rules of conduct are applicable during the school day as well as during any school activity conducted on or off campus. Students are expected to:

- Conform to reasonable standards of socially acceptable behavior;
- Respect the rights, person and property of others;
- Preserve the degree of order necessary for a positive climate;
- Submit to the authority of staff and respond accordingly.

Student/athletes are expected to behave in a manner consistent with expectations outlined in the Student Handbook. If a student/athlete is facing school discipline, they will be ineligible from practice and or competition until after they have completed their school discipline. Any student/athlete that misbehaves while involved in or attending a school-sponsored activity will be disciplined by the school administration according to Wenatchee School District policy. Students need to understand that their classroom conduct may affect their athletic eligibility. The range of sanctions will be progressive and repeat offenses will result in more severe sanctions.

Student athletes could face a suspension from activities for a period of time up to thirty consecutive school days or the remainder of the activity season to be determined by the coach/principal for the things listed below:

- **Fighting**
- **Vandalism**
- **Theft and/or possession of known stolen property**
- **Bullying or Hazing Incidents**
- **Other disciplinary situations which may arise**

Other misconduct occurring while on school grounds or while engaged in school-sponsored activities will be subject to penalties according to Board of Education policies.

Levels of Athletic Sanctions

The Wenatchee Athletic Department will issues different levels of behavior sanctions based on the conduct violation and the level of school discipline that the student received.

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Athletic Probation: Students under this level will be given an opportunity to correct their behavior issues while continuing to practice and attend team functions. This category would be for those student/athletes that receive some form of school discipline other than a suspension. The range of sanctions will last from a minimum of 1 hour to a maximum of 5 school days. Students are expected to practice and remain in good standing with the team but will not be permitted to participate in contests during the probation time. Punishment under this level could also consist of partial game suspensions or the loss of starting privileges.

Athletic Short Term Suspension: Any student/athlete being suspended from school for five school days or fewer fall under this category. Any student/athlete in this situation cannot participate in any team functions and is not allowed on school grounds during the suspension. The length of the athletic suspension will match the length of the student/athlete's suspension from school.

Athletic Long Term Suspension: Any student/athlete being suspended from school for six school days or more fall under this category. Any student/athlete in this situation cannot participate in any team functions and is not allowed on school grounds during the suspension. The length of the athletic suspension will match the length of the student/athlete's suspension from school but will also include a return to play practice regulation. Any student/athlete in this category will have to have three additional practices upon their return from their suspension before they will be allowed to participate in WIAA sanctioned games. All of the same WIAA practice regulations apply to these three days as they do to the start of the season.

Athletic Expulsion: Expulsion from athletic participation will coincide with expulsion from school. If a student is expelled from school he/she will also be expelled from athletic participation for the same amount of time.

Dismissal Rules

Any student who is cut from a sport/activity for disciplinary reasons will not be eligible to practice or play another sport/activity during the season of that sport/activity. A student who voluntarily quits a sport/activity season will not be eligible to practice or play in another sport/activity during the season of that sport/activity without administrative approval.

Uniforms/Equipment Rules

Uniforms/equipment issued to a student is her/his responsibility for return or replacement. If the uniforms/equipment are not returned, replaced or paid for, the letter/award shall not be awarded nor any additional equipment be issued to the participant for any activity.

Participation Fees

A fee of \$10 per activity will be charged for all sports and the weight room. The first time a student clears for a sport, they will also be required to clear for the weight room. Once a student clears for a sport, they will also be cleared for all open gym activities. In addition to the participation fee, all student athletes will be required to purchase an ASB card before they will be eligible to participate. The current cost of an ASB card is \$30.

Additional Coach/Sponsor Rules

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With administrative approval, coaches may establish additional training rules that are not in conflict with WSD guidelines or Board of Education policy. These rules need to be spelled out in the team handbook and discussed at the preseason parent meeting. Copies of the rules and team handbooks will be posted online and on file with the building administrator prior to the season starting.

GENERAL ACTIVITY POLICIES FOR THE WSD

Team Selection

The WSD allows for a cut policy in all high school sport. The coaches of each sport determine the criterion for selecting the team and making cuts. This criterion will be well defined for aspiring athletes at the beginning of each season.

Awards

Written guidelines for earning letters/awards will be listed in the team handbook and talked about at the preseason parent meeting. The handbook will be posted online and a copy will be on file in the athletic director's office.

Travel

Students traveling to or from all district sponsored practices or contests not held at your home site must do so in school district provided transportation unless specifically released in writing by their parent or legal guardian and approved by the head coach and athletic administrator to travel by some other method. "Home Site" is defined as the location where your school is hosting an event or practice (e.g. Three Lakes Golf Course, The Apple Bowl, Walla Walla Point Park, or Eastmont Lanes). Common methods of district provided transportation include: charter bus, school bus and district vehicles.

Students that are traveling to games or practices at home site facilities that are off school grounds may drive and or ride in a personal vehicle provided they have filled out necessary paperwork during their online registration. Students found to be driving recklessly to and from practice or transporting kids that don't have a permission to ride with them, could have their driving privileges revoked.

The only people allowed to ride or travel on school transportation are district hired coaches, players and managers on the team, district approved team volunteers, sports medicine staff and other WSD students on a special case by case situation that are approved by the district athletic director.

Parents or legal guardians that wish to transport his/her student in their own private vehicle to a district sponsored athletic event must complete the district's Departure from Group Form which requires a parent/guardian signature, the head coach responsible for the trip signature and the athletic director's signature. The athletic director will confirm the request with a phone call prior to the group departure. This form of transportation will only be granted for medical or family emergency situations or in rare situations where our athletic teams are traveling to the same area on consecutive days and they are not spending the night. (See the Departure From Group Form in the Appendix)

Parents or legal guardians that wish to transport their child home from a district sponsored athletic event in their own private vehicle need to sign out their athlete after the conclusion of the game with

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the head coach responsible for the trip. The parent will be expected to verbally communicate with the coach and then sign the district provided attendance sheet stating that they are taking their child.

Parents or legal guardians that wish to have their child return home from a district sponsored athletic event with another adult over the age of 21 must complete the district's Departure from Group Form prior to the trip. The athletic director will confirm the request with a follow up phone call before the group departs. A student will not be allowed to leave with a non-parental adult unless this process is complete prior to the group departure. The final step in the process is that the non-parental adult will need to sign the student out after the contest with the head coach responsible for the trip. They will need to verbally communicate with the coach and sign the district provided attendance sheet.

Coaches are required to use the athletic department attendance sheets to take roll and indicate all individuals traveling prior to departure. The attendance sheet should be copied with the original remaining in the athletic office and the copy going with the coach. The original and any copies of the attendance sheets should never be altered. The expectation is that the coach will use the list to aid them in taking attendance after all stops that involve students departing and re-boarding the bus. The attendance list will also serve as a sign out sheet for those parents that wish to transport their athlete home after an away athletic event. The head coach for each traveling team will make themselves available after their post-game discussion with the team for the parents to sign out their kids. A coach must see a parent and the parent must sign the attendance sheet stating that they are taking their child. Before the bus leaves for the return trip home, the head coach needs to use the attendance sheet to insure that all students are accounted for. They are either on the bus, the parents have signed to take them, or the coach has a signature and a departure from group form for those kids leaving with an adult other than their own parent or guardian.

No student athletes that are academically ineligible will travel with the team on school provided transportation. If an academically ineligible student transports him or herself to an event, he/she is expected to sit in the stands as a fan. Students that are ineligible due to a lack of practice time or injury may travel with the team if there is space available and no school time is being missed.

Coaches are responsible to ensure that there is at least one chaperon accompanying each sex/gender for all overnight school sponsored activity trips and to make sure appropriate behavior occurs. These chaperones can be a spouse of a coach, a parent volunteer or a staff member from school. All chaperons need to be school district employees or district approved volunteers. Coaches need to understand that all athletes need to have adult supervision until they are picked up. This includes all practices and games.

WSD Attendance Policy

In order to participate in a school-sponsored activity, including practice, students must attend all classes on the day of the school activity or on the last regular day of the week for weekend activities unless otherwise excused by the school. The types of absences that will be excused are prearranged types of absences like appointments to the doctor, dentist or orthodontist. Sleeping in or just not wanting to come to school will not qualify as an excuse. All absences will need to be cleared through the athletics office.

Absence From Practice

All athletes are expected to be in attendance at all team practices and functions unless

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excused for illness or by prior approval. Students will face consequences that will be spelled out in each sports handbook when there are unexcused absences.

~~The opportunity to participate in the interscholastic athletic program is a privilege granted to all students of the district. Participants in this voluntary program are expected to conform to specific conduct standards established by the principals and athletic coaches.~~

~~A student who is found by a certificated staff member of the student's school to be in violation of any rules is subject to removal from the team. Provision is made for a student who has allegedly violated one or more of the conduct rules to appeal a disciplinary action as specified in this code.~~

The following rules shall ~~will~~ be applicable for a sports season:

Use And/Or Possession Of Alcoholic Beverages, Tobacco

~~An athlete who is found to be in possession of alcohol or tobacco products may be removed from the athletic team for three weeks (first offense). If the student violates the rule twice during the sports season, he/she will be dropped from the team for the season.~~

Use And/Or Possession Of Illegal Chemical Substances Or Opiates

~~An athlete who is found to be in possession of one or more of the above will be removed from the team for the balance of the sports season.~~

Physical Appearance

~~An athlete shall ~~will~~ maintain the dress and grooming standards of the team. First offense: verbal warning. Repeated offenses: removal from the activity for five (5) school days.~~

Curfew

~~An athlete shall ~~will~~ be at his/her home by _____ p.m. each night of the sports season unless detained by a school activity. First offense: verbal warning. Repeated offense: removal from activity for five (5) school days.~~

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Unsportsmanlike Conduct

An athlete shall ~~will~~ exhibit appropriate conduct in practices and/or contests. First offense: verbal warning. Repeated offense: removal from activity for five (5) school days.

Attendance At School

An athlete shall ~~will~~ attend school for at least one half day on the day of an athletic contest. Penalty: If an athlete receives an unexcused absence for any portion of the day, the athlete shall ~~will~~ be ineligible to participate in contest on that day. If excused, the athlete may participate if he/she was in attendance for one half day or more.

Absence From Practice

An athlete is expected to be in attendance at all team practices unless excused for illness or by prior approval. Penalty: ineligible to participate in next contest.

Violation Of Law On School Grounds

When a student is found guilty of an offense committed while on school grounds or at a school activity, the corrective action will depend upon the nature of the violation.

Repeated Offenses

If a student repeatedly violates one of the above rules, he/she may be removed from the team for the remainder of the sports season.

APPEAL PROCESS FOR DISCIPLINARY ACTION

When infractions occur within the athletic program, the following process may be followed:

- A. Upon the imposition of penalty for infraction(s) of said rules or regulations, any aggrieved student and parents of said student shall ~~will~~ have the right to an informal conference with the building principal and/or designee, activities director, and coach (Building Hearing Committee) to request that they refrain from enforcing the decision of the coach or ask the coach to reconsider. If the students and parents do not make a written request for this informal conference within five (5) school days of the action grieved, they will have waive their right to the conference and appeal procedure. The informal conference is to be held within three (3) school days of the request.
- B. If the parties are unable to agree at the informal conference, the aggrieved party may appeal to the building eligibility committee. The building eligibility committee consists of the activities director and three student peers and three building staff members named by the building administrator. The building eligibility committee must meet within three (3) school days of the appeals request. The aggrieved party and the coach(es) shall ~~will~~ be available as a resource.
- C. The Building Eligibility Committee will hear the case in detail and will render a decision within three (3) school days after hearing the case.
- D. The aggrieved party may appeal to the superintendent of schools within three (3) school

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~~days of the appeals decision. The superintendent of schools, after hearing the case in detail, shall **will** render a decision within ten (10) school days of the hearing.~~

- E. ~~The aggrieved party may appeal the superintendent's decision to the disciplinary appeal council established in Policy 3300 **3200**, Corrective Actions or Punishments, or to the board of directors in the absence of a disciplinary council, within three (3) school days. The disciplinary council or board of directors, after hearing the case in detail, shall **will** render a decision on the case within ten (10) school days of the hearing. This decision shall **will** be final.~~

Revision Dates: 2/25/02; 1/25/11;