

# Wenatchee School District Board of Directors



## WSD Regular Board Meeting

January 09th, 2018

## District Office Agenda

6:00 PM

		<b>TIME</b>
<b>I. PLEDGE OF ALLEGIANCE</b>		<b>02 Min</b>
<b>II. BOARD PUBLIC COMMENT STATEMENT</b>		
<b>III. AGENDA REVIEW/ADOPTION:</b>	Action	<b>02 Min</b>
<b>IV. CONSENT AGENDA:</b>		
Minutes: Bd. Wkshp. 12/08/17 & Reg. 12/12/17	Action 1+	
Vouchers/Payroll	Action 2+	
Personnel Report	Action 3+	
Contracts	Action 4+	
Camps	Action 5+	
Surplus Report	Action 6+	
Agreements	Action 7+	
<b>V. ASB REPORTS: WHS &amp; WSHS</b>	Information	<b>05 Min</b>
<b>VI. CITIZEN COMMENTS:</b>		<b>03 Min</b>
WenEA Update		
<b>VII. FIELD TRIP REQUESTS:</b>	Information	<b>05 Min</b>
Assist. Supt. L&T Jodi Smith Payne		
<b>VIII. WENATCHEE LEARNS STRATEGIES:</b>		<b>106 Min</b>
<b>Strategy 3: Use the Best Tools &amp; Resources to Advance Learning</b>		
<i>Objective 3.4 Facilities that Optimize Learning</i>		
1) WES CIP - Washington Elementary - WLK Change Order 10	Action	03 min
2) ECLC CIP - Castlerock Learning Center - WLK Change Order 08 Gregg Thompson, Dir. of Facilities	Action	03 min
<b>IX. ADDITIONAL INFORMATION TOPICS:</b>		
1) WHS Schedule Update Eric Anderson, WHS Principal	Information	05 min
2) Community Involvement: Focus/Discussion Group Meetings	Information	05 min
3) Mission & Vision Board Advisory Committee Michele Sandberg, Board Chair	Information	05 min
<b>Strategy 4: Balance Change for All with Excellence for All</b>		
<i>Objective 4.1 Continuous Improvement of Service Quality</i>		
1) Communication Hub: District-wide Committee Update Brian Fiones, Superintendent & Kris Cameron, WenEA President	Information	20 min
2) District web page format Jon DeJong, Deputy Supt. & Ron Brown, Dir. of Instructional Technology Laurie Hunter/Communication Team	Information	35 min
3) Video/Sound taping of board meetings and posting on webpage Ron Brown, Director of Instructional Technology	Information	10 min
<b>Strategy 3: Use the Best Tools &amp; Resources to Advance Learning</b>		
<i>Objective 3.4 Facilities that Optimize Learning</i>		
1) WHS Bond Presentation & Resolution 09-17 Brian Fiones, Superintendent	Information	20 min
<b>X. BOARD COMMUNICATION:</b>		<b>05 min</b>
<b>XI. SUPERINTENDENT REPORT:</b>		<b>05 min</b>
<b>XII. ADJOURNMENT:</b>		<b>02 min</b>
<b>XIII. EXECUTIVE SESSION:</b>	<b>(SEE REVERSE SIDE)</b>	



# CONSENT AGENDA

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# Wenatchee School District Board Workshop Minutes of December 08, 2017 WSD District Office

Board Members	Staff Present
Laura R. Jaecks, V. P. (Acting President) Walter Newman Michele Sandberg Sarah Knox Sunny Hemphill	Brian Flones, Superintendent Cabinet

## I. Board Workshop 8:00 a.m.

Laura Jaecks, Acting President, opened the Workshop at 8:00 a.m. with the Pledge of Allegiance.

Superintendent Flones gave an agenda review covering the following subjects for the workshop.

- Wenatchee Learns Vision Overview
- WSD Organizational Chart
- Cabinet Major Initiatives 2017-18
- Personnel Planning
- Chief Financial Officer – Search Firm Contract & Director of Community Relations
- District Data Dashboard

If time allows the following will be discussed otherwise it will be covered at the 12/12/17 board meeting.

- Goals & Priorities Moving Forward & how we will get that to fit
- Calendar Planning of Topic Presentations

Ms. Jaecks presented a revised amendment to Policy 1210 for consideration as a 1<sup>st</sup> Reading as an option to the previously proposed revised policy at the 11/28/17 meeting so they both can be considered. Ms. Jaecks pointed out:

- Ms. Jaecks met with Ms. Sandberg and offered this option earlier in the week and thought she should put it in writing for consideration by the board.
- This amendment is truly in the interest of creating compromise and a cohesive working group as our board.
- In the communication Ms. Jaecks previously shared this is not to overshadow anyone’s opinion or right to add something to the agenda.
- This would be a very good sign to the public that we came out all together to make a statement that we will work together in this community for the betterment of our students and this is one tangible way to demonstrate that.
- Ms. Jaecks shared on her FB page this proposal; it was done in an effort of transparency. It has given the community an opportunity to know the additional proposal and have a say.
- Her revised amendment reserves the office of president to a sitting board member and opens up the office of vice president to a newly appointed or elected board member.
- The board received an email from a citizen about research done on 26 out of 322 WA state school districts. Half of them do not allow newly appointed or elected board members to serve as chair/president or vice president and half allow newly elected but not appointed directors to serve in those capacities. She thought that was interesting. Ms. Jaecks did not survey the other 322/296, she was not sure of exact number of districts, but noted that Eastmont has a policy that reflects what we currently have.
- WSD policy is a little different than the WSSDA’s sample policy but the district’s intent in using this policy was to maintain some consistent stability in our school district.
- This is her proposed amendment to the policy for your consideration.

The following is Ms. Jaecks revised 1<sup>st</sup> paragraph of Policy 1210:

### ANNUAL ORGANIZATIONAL MEETING, ELECTION OF OFFICERS

At the first regular meeting at which newly-elected board members are seated in election years and at the first regular meeting in December in non-election years, the board shall elect from among its members a *chair/president* and a vice president to serve one-year terms. ~~A newly elected or appointed board member will not be eligible to serve as an officer unless a majority of the board has been appointed.~~ **A newly elected or appointed board member will not be eligible to serve as chair/president. A newly elected or appointed board member will not be eligible to serve as vice president unless four of the five members of the board vote to confirm the newly elected or appointed board member as vice president.**

If no chair/president nominee is elected, then the current chair/president shall serve an additional one-year term as the chair/president. If no vice president nominee is elected, then the chair/president shall appoint a vice president to serve a one-year term.

It will be decided at the 12/12/17 meeting which of the two options will be adopted. The reorganization of the board will take place after that.

Action President Jaecks announced that at the recent WSSDA Conference Walter Newman was recognized for serving on the WSD school board for 10 years. The board and those present congratulated him for his service.

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**Wenatchee Learns Vision Overview: Superintendent Fiones covered this portion of the meeting.**

In 2011 we began the process of reaching out to our community to create a shared vision for the future. We brought our community into this process and revolutionized the way we think, act and engage in order to create a new approach to education – one that brings student, citizens, parents and learning professionals together.

In the 2011 -12 school year with the *No Child Left Behind* and *Every Student Succeeds Act* the major focus around the nation was to do these. We felt we may be losing focus on college & career and vocational readiness for our students. We conducted surveys that came up with the Eleven Change Ideas.

Survey:

We had 1800 students involved and 2200 community members.

11 Changes Conversation Findings - <http://wsd.thoughtexchange.com/11-Changes-Report.pdf>

Supt. Fiones shared the survey at the above website.

Background:

A year's worth of conversation with our whole community in Wenatchee related to learning – moving from a macro view of who we are and what we are about and leading to a more micro view of what our future holds and how to get there – culminated in a survey asking the community, students and district staff to weigh in on 11 Changes for a Better Future (listed below and throughout this document). B  
Executive Summary of Findings

Community input on the 11 Ideas for a Better Future shows a strong mandate for change in general, strong alignment between groups, low levels of uncertainty and fairly high levels of excitement. Year Round School is an outlier; while many respondents felt strongly in favor of the idea, many others felt the opposite. On balance, the general feeling is slightly opposed. Another outlier is More Parent Engagement, an idea strongly supported by adults and highly unpopular with middle and high school students.

Discussion followed on the Group Analysis as following:

Group Analysis INSIGHTS COMMUNITY (994) DISTRICT (404) STUDENTS (2663)

- Students (especially high schoolers) enjoy the distinction of tending to be the most neutral (which we categorize as “unsupportive” [versus supportive, which includes excited] – 19% neutral on average. This difference probably does not reflect ambivalence or cynicism: it is likely due to the fact that many more students participated in a supervised environment, versus other groups, who tended to volunteer their opinions freely and were thus more likely to bring a zealous perspective.
- Students also tended to be the most opposed (nearly 11% on average) – compared with non-parent citizens (nearly 8%) and district staff (4%). Most of this difference is due to an overwhelming rejection of year round school, which pulled down the average.
- Students tended to be 30-40% more unsure (reflecting uncertainty) than other groups. No group, however, was more than 3.8% unsure on average (middle schoolers), making this difference more of a curiosity than a meaningful decision-making factor.
- District staff showed the strongest overall support for change (83% average versus 80% average for community and 67% average for students).
- Certified and other staff tended to be the least neutral (10% average) and least opposed (4% average) of any group.
- Non-teaching district staff showed the strongest total support (97% and up) of any group for any change – for the changes associated with enhanced relevance and applicability in the learning process (exploring career paths and project learning).
- Teachers showed more support (a 7% difference) for year round school than non-teacher staff. Non-teacher staff were also twice as unsure about the idea (10%, versus 5% for teachers).
- Parents showed the highest average excitement of any group (49%), compared with high schoolers with an average of 34% excitement.
- Next to students, parents were most opposed to year round school (32%). Many parents expressed concerns about the difficulty of juggling multiple schedules for multiple students.
- Parents showed a particularly high level of excitement for career path exploration and project learning.
- Parents came out strong in favor of more positive learning environments, with a total of 89% support.
- Broadly, non-parent citizens mirrored the opinion of other adult groups.
- Non-parent citizens were the most wary of technology (both tablets and the internet). Particularly with tablets, their support is low enough to cast doubt on the likelihood of success asking for public funding for a major technology expenditure. Nonparent citizens showed only 54% support (e.g., versus 74% for parents) – and 17% opposition for tablets. They were 19% neutral and 12% opposed to internet learning.

# Group Analysis

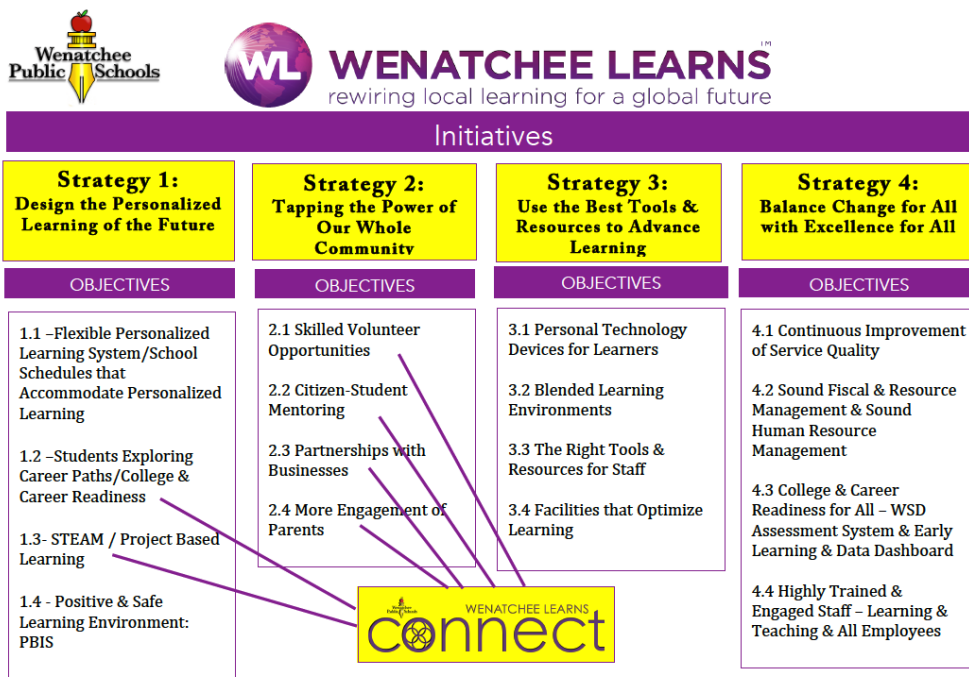
NUMBERS

	PARENTS (554)					NON-PARENT CITIZENS (450)				
	excited	supportive	neutral	opposed	unsure	excited	supportive	neutral	opposed	unsure
Learning at your own best pace?	45.3	37.1	9.1	5.6	2.8	39.1	37.0	11.9	9.6	2.3
Students exploring career paths?	60.3	34.0	4.7	0.7	0.4	52.6	35.3	9.6	2.3	0.2
Hands on project learning?	63.8	30.6	4.9	0.2	0.6	50.4	38.6	7.5	2.8	0.7
Year round school?	27.7	19.9	15.5	32.8	4.1	29.2	22.5	15.7	27.1	5.6
More positive learning environments?	57.2	32.1	7.3	1.9	1.5	46.7	36.7	10.3	4.0	2.3
Skilled volunteering opportunities?	45.4	44.3	9.0	0.4	0.9	45.6	42.8	7.9	2.8	0.9
Citizens mentoring students?	42.8	39.4	13.3	1.3	3.2	43.9	38.1	15.2	2.3	0.5
Partnering with businesses?	50.1	37.2	8.8	2.1	1.9	42.9	38.6	12.8	4.3	1.4
More parent engagement?	52.2	38.4	8.1	0.7	0.6	55.4	30.9	8.7	3.5	1.2
Electronic tablets for learners?	47.8	26.7	14.4	7.5	3.7	28.4	25.3	23.2	16.8	6.4
Internet enhanced learning?	45.2	31.8	12.8	7.1	3.2	35.0	31.5	19.3	11.7	2.6
	48.9	33.8	9.8	5.5	2.1	42.7	34.3	12.9	7.9	2.2

	TEACHERS (241)					OTHER DISTRICT (163)				
	excited	supportive	neutral	opposed	unsure	excited	supportive	neutral	opposed	unsure
Learning at your own best pace?	43.1	39.7	10.5	2.1	4.6	38.9	50.6	8.0	1.2	1.2
Students exploring career paths?	54.2	35.8	5.8	2.5	1.7	48.8	47.5	1.9	0.6	1.2
Hands on project learning?	52.9	36.6	7.6	0.4	2.5	55.3	42.1	0.6	0.0	1.9
Year round school?	27.6	26.4	18.0	23.0	5.0	21.1	26.1	20.5	22.4	9.9
More positive learning environments?	40.0	38.8	14.2	2.9	4.2	39.1	47.2	9.9	0.6	3.1
Skilled volunteering opportunities?	39.2	50.0	10.0	0.0	0.8	31.5	55.6	11.1	1.2	0.6
Citizens mentoring students?	44.6	46.3	7.9	0.0	1.3	34.0	50.6	11.1	3.1	1.2
Partnering with businesses?	47.3	46.0	4.6	0.4	1.7	42.0	48.1	7.4	1.2	1.2
More parent engagement?	45.4	45.4	7.1	1.3	0.8	41.4	50.0	7.4	0.6	0.6
Electronic tablets for learners?	51.9	27.0	13.7	4.6	2.9	41.1	36.2	14.1	5.5	3.1
Internet enhanced learning?	41.7	33.8	14.2	7.1	3.3	40.1	36.4	12.3	6.2	4.9
	44.4	38.7	10.3	4.0	2.6	39.4	44.6	9.5	3.9	2.6

	HIGH SCHOOL (1214)					MIDDLE SCHOOL (1449)				
	excited	supportive	neutral	opposed	unsure	excited	supportive	neutral	opposed	unsure
Learning at your own best pace?	42.2	36.2	15.7	4.3	1.7	37.0	38.7	14.6	7.0	2.7
Students exploring career paths?	49.9	37.6	10.0	1.3	1.1	53.6	32.3	10.6	1.2	2.2
Hands on project learning?	47.6	33.6	14.7	2.5	1.7	52.5	30.3	12.0	2.8	2.5
Year round school?	10.0	11.8	17.6	55.5	5.2	13.3	8.9	16.1	56.5	5.1
More positive learning environments?	39.8	41.3	14.9	2.0	1.9	33.5	36.1	21.6	3.2	5.7
Skilled volunteering opportunities?	28.0	42.8	22.7	2.4	4.1	36.1	35.5	20.1	3.6	4.6
Citizens mentoring students?	19.7	36.3	31.1	7.8	5.1	26.6	34.2	27.0	6.9	5.2
Partnering with businesses?	25.7	35.4	28.2	4.6	6.2	32.7	34.0	23.7	3.7	5.9
More parent engagement?	11.4	23.7	38.2	21.5	5.2	14.4	19.1	33.5	27.5	5.4
Electronic tablets for learners?	54.7	23.0	12.8	6.6	2.9	84.9	8.9	3.0	2.3	0.8
Internet enhanced learning?	42.2	29.0	17.6	8.2	3.1	58.7	23.1	11.5	5.0	1.6
	33.7	31.9	20.3	10.6	3.5	40.3	27.4	17.6	10.9	3.8

Webpage Design: The board discussed the design of the webpage with Ron Brown Director of Instructional Technology. This discussion followed the Wenatchee Learns Strategies on the web.

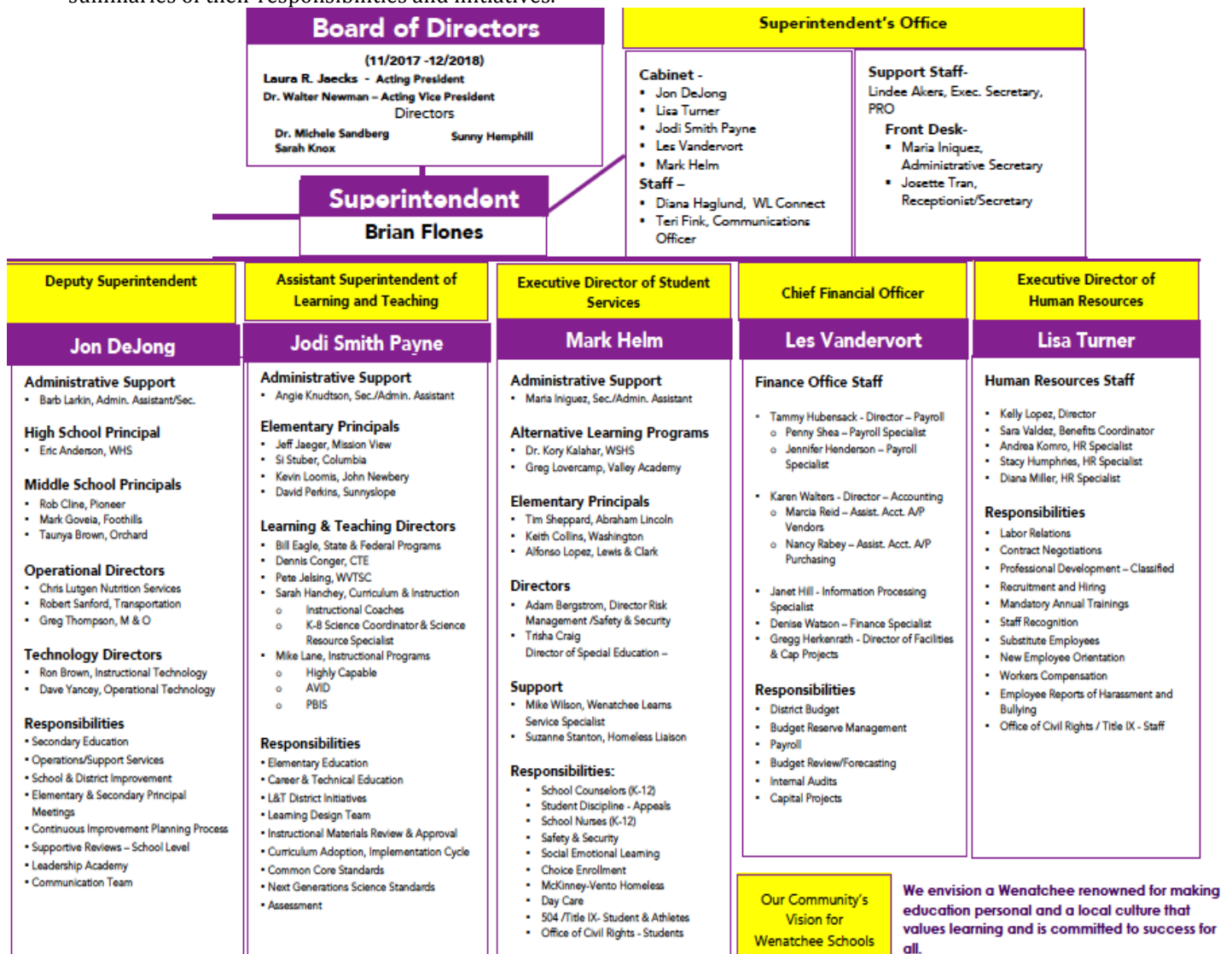


Discussion points:

- 10-15 years from now, it's going to be difficult to see what the world will look like, with the rapidly changing technology world.
- Our webpage has such a wide-scope, difficult to comprehend everything and how it is related.

- Great to have the broad scope, but maybe some means to narrow the focus so public can understand
- Dashboard is a data map, so we can be seen through more transparent glasses
- Suggesting to put focus somewhere on certain issues like bullying and other pressing issues
- Questions how parents can get answers on our webpage
- Maybe keep areas more simple, user friendly
- Strategic Plan: where are we? Can that be found on our webpage?
- How can we measure goals on our webpage?
- Massive goals are overwhelming to most
- Maybe make things have a clearer focus
- STEM – what is available to girls?
- Much communication through Videos, You Tube, Salmon Project Video, GWATA membership and awards
- Measures used to see how we are doing discussed
- Actions plans built into the strategic plan
- We are wanting to be transparent, but may be giving too much information
- Create a map how the pieces fit together is a possibility
- A very multiple layered plan and site
- We have an assessments committee that is working on these measures
- How parents can access information if they do not have internet: 12-page newsletter, workshops, lots of copies sent to community, we can make copies for them. Administration and staff can meet with parents.
- The strategic plan does not change but the action plans change, they are living documents
- A simple way to measure where we are in our strategic plan
- The strategic plan is a massive goal and if we can have some community education would be a positive thing

Supt. Flones gave a run-down of the organizational chart for the district and asked the cabinet to give the board their summaries of their responsibilities and initiatives.



**Cabinet Major Initiatives 2017-18:**

Deputy Superintendent Jon DeJong gave the following narrative covering these major initiatives for 2017-18: Contact Barb Larkin at D.O. if you would like to contact Mr. DeJong. Deputy Supt. DeJong gave detail summaries of all his areas of responsibility.

## Deputy Superintendent- Major Initiatives 17-18

### Continuation of STEM Initiative

*Support-* Sarah Hanchey, Jill Fineis

*Focus-* Implementation of new 6-9 Science curriculum and Engineering is Elementary at gr. K-5. Organizing and launching a spring "Women in STEM" event.

### Development of metrics for evaluating the WHS flexible block schedule

*Support-* Eric Anderson

*Focus-* Gather feedback from staff and parent advisory group to establish a mix of achievement, behavioral, and perceptual metrics to evaluate the effectiveness of the WHS flexible block schedule.

### Finalize District Dashboard key performance measures

*Support-* Ron Brown

*Focus-* Review draft KPMs, gather feedback on additions and deletions, finalize KPMs, set targets, and begin gathering data.

### Continue work with Career Connected Learning

*Support-* Diana Haglund, Dennis Conger, Pete Jelsing

*Focus-* Continue work with WVC and local business/industry to tighten articulation between CTE/WVTSC and WVC in an effort to better address local workforce needs. Continue to explore youth apprenticeships with local businesses. Organizing and launching a spring "Women in STEM" event.

### Work with Communications Team to coordinate district communications

*Support-* Diana Haglund, Ron Brown, Teri Fink, Laurie Hunter

*Focus-* Bond campaign, communicating dual credit opportunities at 9-12, updating district website.

The Deputy Superintendent, Assist. Supt. L&T and Executive Dir. of Student Services supervise all the principals. They meet with them regularly and evaluate them.

### Discussion:

- Measuring impact and student outcomes
- Product focus and student participation
- Moving parts, direct causation and association
- Example: Reading Scores trending up, improving – is that because of Wonders, GLAD Strategies' Is it because teachers becoming more familiar with Common CORE state standards – great question and we are getting closer to the tool to measure by analyzing all the data.
- What success looks like, does everyone know what that looks like
- Question about STEM instructors – how many?
- Details on Videos that we have done, we have done what the community has requested – one or two a year of classrooms and programs
- STEM parents and student involvement – board suggested more women involved
- Apple STEM Network and WA STEM involvement
- GWATA involvement in the district discussed – a lot of district awards and staff on the board
- Collaboration has been from the start – Ron Brown, Dennis Conger, Diana Haglund are all on the Network Team, and WA STEM statewide network. Also aligned with each school district, our district being the larger driver.
- Metrics for WHS Schedule - committee, are there minutes, board member would like to see more of what that parent advisory committee is doing.
- Some metrics in place – board wants to see how it is being measured and want to see in January, if possible – need time to have something to measure
- Through bargaining agreement, it is planned to start viewing the data after the 2<sup>nd</sup> semester

**Assistant Superintendent Jodi Smith Payne gave the following information covering the Learning & Teaching major initiatives for the school board. The board discussed these aspects of the initiatives.**

## Learning & Teaching Major Initiatives for 2017-2018

### Professional Learning Community (PLC) Initiative

Support - District Office Administrators, Principals, Instructional Coaches  
Focus - Reignite PLC teamwork through PLC 4REAL Cycles of Improvement (Reflect & Plan - Experiment - Analyze - Learn & Leverage). Emphasize teacher learning through team collaboration - gain up to 3 years of student growth through "collective expertise." Improve the use of data to inform instruction. Explore improvement topics such as achievement, attendance, and behavior.

### K-5 Report Card Project

Support - Sarah Hanchey, Bill Eagle, Principal(s)  
Focus - Review different report card models and work collaboratively with a district team to update the elementary report card with input from teachers, parents, principals, and special program directors

### District Assessment System

Support - Sarah Hanchey, Bill Eagle, Ron Brown, Principals  
Focus - Review district assessment plan for purposes served, gaps and overlaps. Communicate best practices to school staffs. Develop parent communication regarding purposes of assessment. Change the narrative from negative to more positive.

### K-5 Math Adoption

Support - Sarah Hanchey, Elementary Principals, Instructional Coaches, Teachers  
Focus - Develop understanding of Math Common Core State Standards; review instructional materials that are available and appropriate; determine best match for district; adopt and plan 2018-19 implementation.

### 6-9 Implementation of New Science Adoption

Support - Jill Fineis, Secondary Principals, ESD Science Specialists  
Focus - Support staff with implementation of newly adopted science curriculum through after school training on kits at ESD, PLC teams at middle schools, and learning labs at WHS.

### Early Learning

Support - Bill Eagle, a member of the Coalition for Children & Families Board  
Focus - Bill will continue to work with the NCELC to move the Early Learning Initiative forward.

### K-5 STEM

Support - Jill Fineis, Science Facilitator  
Focus - Implementation of *Engineering is Elementary* kits at K-5

### GLAD

Support - Cyndy Valdez, Terri Goveia, Kathy Anderson  
Focus - Continue to offer initial and ongoing teacher training; provide training in math instruction using GLAD strategies; achieve preschool/kindergarten GLAD trainer certification and implementation.

Assist. Supt. Smith pointed out our strongest asset is our teachers, she gave stats on the teachers participation in PLC's and PBIS challenge, etc.

- Look at data, reflecting and looking at what would be effective to make change.
- Experiment as a team, with other teachers
- Come back and analyze the data
- Leverage and learn from it
- At school level we encourage them to share
- LAP dollars coming in to deal with behavior - OMC, Col, Pio, Newbery, Linc
- K-5 Report Card working
- A lot of work detailed in assessments
- Early Learning summary - Bill Eagle, Dir. of Special Programs (State & Federal)
- GLAD Summary of work and recognized Trainers of the Year
- Provide the best possible environment at every level for learning
- Board questions about Professional Development, is there follow-up, can teachers help decide with where the \$'s go for pro-growth.
- Report Card for benefit of parents, how are the parents and teachers into the conversation
- PBIS - how are we training our para-educators - we are in every area
- A call has been put out this year to leadership for parents to become more involved on our committees
- Professional Development - Teacher Academy is available to the teachers to increase their development
- Learning Design Team will focus on all professional development - getting the voice
- DLT meeting and Listening & Learning tour - teachers feel they are struggling
- PBIS Implementation at each school has been different - we are here to support the administration at the schools, we want people to be successful - we follow up with the principal and the particular school in question, the principal was aware and is bringing in a



professional to work with the staff. PBIS Expert/Consultant is coming in to work with those when they are struggling. He informed us that we have implemented a huge portion of the program in a short period of time, most districts take longer, but he reports WSD has done phenomenally.

Executive Director of Student Services, Mark Helm, gave an overview of his area of responsibility. Mr. Helm's day is driven at times with what happens during the day in the district. Mr. Helm covered the following major initiatives in detail and provided handouts for the Safety Plan.

#### **Student Services Major Initiatives for 2017-18**

- Increase the Parent Involvement Program participation at Newbery, Pioneer, and WestSide.  
Support – Mike Wilson, Wenatchee Learns Service Specialist  
Focus – Implement Phase 2 of the parent involvement program begun last year, if capacity, begin looking at supporting other schools as well.
  
- Provide each school with an updated Safety Plan  
Support – Adam Bergstrom, Director of Safety and Security  
Focus – Each school will have a new plan by the end of the 3<sup>rd</sup> quarter this year.
  
- Run and review Attendance data with Principals once each Quarter  
Support – Tech for the reports  
Focus – review absentee numbers, share best practices being used in the buildings, possible solutions, etc. in order to reduce the number of absences overall.
  
- Run and review Discipline data with Principals once each Quarter  
Support – Tech for the reports – Mike Lane, Assistant Director of Instructional Programs  
Focus – review discipline numbers, share best practices being used in the buildings, possible solutions, etc. in order to reduce the number of suspensions overall.
  
- Understand the SPED program  
Support – Trisha Craig, Director of Special Education - Annika Bibby, Assistant Director  
Focus – Understanding the various programs as well as the budget needs/constraints.
  
- Coordination of Social Emotional Learning  
Support – Bill Eagle, Director of Special Programs, Mike Lane, others  
Focus – Understand the key components of SEL and the programs currently in place in our District
  
- Career Cruising implementation at WHS/WSHS  
Support – Mike Wilson, Wenatchee Learns Service Specialist  
Focus – Switch to using Career Cruising (Xello) with students & counselors for scheduling and course alignment to career goals.

Mark Helm  
Executive Director of Student Services  
Areas of Responsibility

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Corrective Action           <ul style="list-style-type: none"> <li>• Administrative support with Corrective Action</li> <li>• Parent grievance procedures</li> <li>• Harassment, intimidation and bullying procedures/training</li> </ul> </li> <li><input checked="" type="checkbox"/> Flyer Distribution           <ul style="list-style-type: none"> <li>• Flyer approval per SB Policy 4060</li> </ul> </li> <li><input checked="" type="checkbox"/> Child Care           <ul style="list-style-type: none"> <li>• Budget management</li> <li>• Oversight of District Day Care and Westside Early Learning Center</li> </ul> </li> <li><input checked="" type="checkbox"/> School Nurses           <ul style="list-style-type: none"> <li>• Provide support, training and resources</li> <li>• Immunizations, AEDs, and Health Screenings</li> </ul> </li> <li><input checked="" type="checkbox"/> Safety and Security           <ul style="list-style-type: none"> <li>• Supervise Director of Safety and Security</li> <li>• Support building administrators with safety and security issues</li> <li>• Accident/Injuries/Insurance</li> </ul> </li> <li><input checked="" type="checkbox"/> Wenatchee Learns           <ul style="list-style-type: none"> <li>• Supervise Wenatchee Learns Service Specialist</li> <li>• Parent/Community volunteer support-implementation</li> </ul> </li> <li><input checked="" type="checkbox"/> School Counselors (K-12)           <ul style="list-style-type: none"> <li>• Provide support and training</li> <li>• 504 Officer</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Civil Rights Officer           <ul style="list-style-type: none"> <li>• OCR and Title IX Officer</li> <li>• Grievance Hearings</li> </ul> </li> <li><input checked="" type="checkbox"/> Administrator Evaluations           <ul style="list-style-type: none"> <li>• Supervise/evaluate building principals</li> <li>• Supervise/evaluate Director of Special Education</li> </ul> </li> <li><input checked="" type="checkbox"/> Healthy Youth Survey           <ul style="list-style-type: none"> <li>• Support survey process and distribution of results</li> </ul> </li> <li><input checked="" type="checkbox"/> Choice Procedures           <ul style="list-style-type: none"> <li>• Support building administrators in Choice decisions</li> <li>• Choice appeal hearing officer</li> <li>• Supervise/evaluate Administrative Assistant</li> </ul> </li> <li><input checked="" type="checkbox"/> Social Emotional Learning           <ul style="list-style-type: none"> <li>• Coordination of cognitive, affective and behavioral student competencies</li> </ul> </li> <li><input checked="" type="checkbox"/> Legal Liaison           <ul style="list-style-type: none"> <li>• District Liaison for student related court cases</li> </ul> </li> <li><input checked="" type="checkbox"/> McKinney-Vento           <ul style="list-style-type: none"> <li>• Support and supervise McKinney-Vento Liaison</li> </ul> </li> <li><input checked="" type="checkbox"/> Policy and Procedures           <ul style="list-style-type: none"> <li>• Manage and update 3000 series and student services related policies and procedures</li> </ul> </li> </ul> |
|--|--|

Summary points – Mr. Helm gave details of what is happening in the following:

- WL Volunteers
- District Safety Plan

- Attendance
- He is new to SPED, so is getting familiar with programs in detail
- Social & Emotional Learning
- WL Career Cruising - Xello – can schedule soon in Xello

Question and answer:

- What are Goals
- SPED questions answered – more at workshops
- Discussion on how CHOICE is going.
- Xello – WHS scheduling
- Chronic absenteeism – coded in system when students are on field trips
- Concern about 45 minutes late is tardy – not absent – discussion
- Discussion on Social & Emotional Learning - questions on population – permission slips
- TURN Conference visited other districts about CASEL
- Dyslexia Meeting time and place and who is attending
- 1621 House Bill will give more money for nurses, social workers etc.

Les Vandervort, CFO, gave the board a budget book to retain and add to it as the year goes through. Mr. Vandervort gave a brief summary of the following initiatives.

#### **Finance Major Initiatives for 2017-18**

**Close finance books (F-196) for 2016-17.**

**Support – Karen Walters & Tammy Hubensack**

**Focus – Determine fund balance**

**Work with ESD and other local school districts on legislative funding**

**Support – Karen Walters**

**Focus – Create spreadsheet forecasting impact of legislative funding on each district in ESD 171 (salary schedules and budget)**

**Bid policy and procedure**

**Support – Karen Walters & Maria Iniguez**

**Focus – Update policy and procedure for purchasing and bids**

**District Rentals**

**Support – Maria Iniguez**

**Focus – Get District out of rental business**

**Clear up Malaga property for future school site**

Summary of the House Bill 2242, which is the change in state funding. He offered a powerpoint to give highlights.

- Working with ESD now on the changes
- We will still have Levy for 2018
- Legislature meet every year and change every year
- Late spring and early summer, makes it difficult to know what we are getting from the state for next year's budget
- Questions about House Bill 2242, they worked on language so no school district will lose money, but we are still looking at the numbers, soft numbers, they can still change.
- Levy number may change and it assumes enrollment stays the same also
- Levy numbers years are Jan – Dec but School years are July – Aug
- WSSDA puts together information that we could get
- Maybe get some information before Legislative Conference on Jan. 23<sup>rd</sup> meeting
- Board would like some information on all the property that the district owns, and a list of assets
- Board would also like to review the last 5-years of state audits

Lisa Turner, Executive Director of HR gave the following report to the board.

**Human Resources Major Initiatives for 2017-18**

**Increase the quantity and quality of substitute pool**

- Support – Dianna Miller
- Focus – Providing monthly orientation for new subs, updating the sub handbook for better education of subs, providing more access to training to ensure preparedness for subs.
- Progress - Monthly orientations are occurring with regular attendance and sub handbook has been updated

**Expand bargaining support and labor management with Classified Groups**

- Support – Principals
- Focus – Create and facilitate labor management teams with each of our classified bargaining groups. Bring Principal/Director participation to each team. Expand the collaborative approach to the classified units. Provide bargaining training for new teams.
- Progress - Three new teams have been created with Principal and Director representation on each team.  
Three new bargaining members will be attending training in January 2018

**Bargain Contracts with new Legislative direction and within Budget parameters**

- Support – Bargaining teams
- Focus – WenEA, Co-Curricular, M&O, Secretary/Tech/Para, and Principals/Directors contracts are all open.
- Progress - Meeting regionally with ESD and locally with Eastmont to understand impacts of 2242

**Expand Training Opportunities for Classified Staff**

- Support – HR Team
- Focus - Provide differentiated training for classified staff during conference week. Marcia Tate, PBIS, Excel, Google Apps, and Right Response already scheduled.
- Progress - Three-day training completed in first week of November. Working with PD registrar to complete evaluations and reconcile attendance. Overall very positive response

She included information about the shortage of subs. She outlined how the classrooms are covered by Principals and teachers on their prep periods. Sometimes teachers are called back to cover their classrooms. She also shared the dynamics of bargaining teams with the board. Both sides have worked hard to have good working/bargaining relationships in the district. Discussion about board being involved in the bargaining process. WenEA President shared her perspective.

Chief Financial Officer – Search Firm Contract & Director of Community Relations:  
Executive Director Turner presented the NW Leadership Associates letter of agreement for helping to find a Chief Financial Officer for the district when CFO Les Vandervort retires. She shared details of the agreement and gave a summary of the process. We have done this before for other positions and the board was very pleased with the way it was handled by NW Leadership Associates, they have a good reputation and track record.



**Letter of Agreement**  
Between the  
Wenatchee School District  
and  
Northwest Leadership Associates  
For  
Consulting services to assist the District in the recruitment, selection and  
employment of a Chief Financial Officer

Ms. Turner also shared the plan for replacing the position of Communications Officer when Teri Fink retires. The plan will save the district a considerable amount of money and combines positions. A couple of part time positions will also provide coverage. Diana Haglund, WL Connect Coordinator will become the Director of Community Relations, her education and background is in communication and she will also cover WL Connect with administrative assistance. Discussion followed on the volunteer area of WL. This is an information item for the board and will be in the personnel report at the board meeting.



<b>Reports To:</b>	Superintendent	<b>Bargaining Unit:</b>	Non-Represented
<b>Salary Schedule:</b>	Operational Directors	<b>EEO Class:</b>	2
<b>FLSA Status:</b>	Exempt	<b>Publish Date:</b>	December 2017
<b>Contract Days:</b>	260		

**SUMMARY**

Serve as communication liaison between the Wenatchee School District, the School Board and the Community. Manage the Wenatchee Learns Center, providing oversight, development and daily operations direction. The Center will act as an interface between the District and the community, connecting people and organizations with resources and opportunities. The Center will support services such as volunteering, mentoring and tutoring, internships, job shadows and career fairs. The Center will also provide a variety of learning related resources to students, teachers and community members. Provide information to community members in a variety of formats to increase awareness and education to the public regarding the activities of the Wenatchee School District. Serve as community engagement director and public information officer.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

1. Plans and directs development of communications designed to keep the public informed of district programs, activities, and accomplishments.
2. Act as a liaison, connecting individuals and organizations in the community with students and teachers through a range of partnership opportunities.
3. Responsible for issuing press releases and answering queries from the media
4. Directs preparation and production of external and internal newsletters, and other public service announcements.
5. Assists in planning of special events and programs.
6. Manage and maintain district media communications to meet needs, objectives, and policies of organization.
7. Prepares and distributes fact sheets, news releases, photographs, and video or tape recordings to media representatives and other persons who may be interested in learning about or publicizing district's activities or message.
8. Create and manage a district wide monthly e-news for parents and community members.
9. Provides communication updates and articles to be published on District web page.

**QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

- Ability to develop and nurture relationships with community business and organizations.
- Proficiency with promotion and communication via print and online media.
- High proficiency with communications and information management technology
- Strong existing community relationships
- Familiarity with the educational system

**EDUCATION AND/OR EXPERIENCE**

- Bachelor's degree in business, communications, public relations, marketing, or education required.
- Five years of related work experience interacting between community and schools.

**REQUIRED COMPETENCIES**

To perform the job successfully, an individual should demonstrate the following competencies:

**Oral Communication** - Public speaking, presenting and training; Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

**Written Communication** - Excellent writing, editing and proofreading; writes clearly and informatively; Able to read and interpret written information.

**Professionalism** - Treats others with respect and consideration regardless of their status or position; Follows through on commitments.

**Visionary Leadership** - Displays passion and optimism; Inspires respect and trust; Mobilizes others to fulfill the vision; Provides vision and inspiration to peers and subordinates. Accepts feedback from others; Gives appropriate recognition to others.

**Analytical** - Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

**Design** - Generates creative solutions; Translates concepts and information into images; Uses feedback to modify designs; Applies design principles; Demonstrates attention to detail.

**Innovation** - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

**Cost Consciousness** - Works within approved budget; Conserves organizational resources.

**Diversity** - Shows respect for cultural differences and proficiency to incorporate diversity into future growth. Educates others on the value of diversity; Promotes a harassment-free environment; Builds a diverse workforce.

**Attendance/Punctuality** - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

**District Data Dashboard:** Ron Brown, Director of Instructional Technology demonstrated how to peruse the strategic plan on Data Dashboard on the district's webpage. He asked for the board's suggestions and input.

Discussion points:

- Drill down on some of the data
- Have some buttons to help see where the info comes from
- Click to see "How are we Doing?"
- Communications area on site
- Focus groups attached
- Questions on OSPI data
- Frequently Asked Questions and Answers site suggested
- Data on absenteeism discussed
- Volunteer information, how do we match classroom with volunteer
- Mentor programs, with community members and board members participate

- PTA's asked for input on webpage
- Asked the bargaining units what they have for suggestions and have them report to the board at board meetings
  - Invitation to attend a board meeting to reps
  - Good things that they want the board to know and where should their radar should be
  - Maybe every other meeting
  - 2-3 minute report
  - 1<sup>st</sup> board meeting of each month
- WenEA President agreed that would be a possibility and positive addition.

Superintendent Fones suggested that the conversation on the board workshop and meetings topics continue at the next board meeting.

This workshop had gone over time and people had to get back to work and others to meetings and classrooms.

**MEETING ADJOURNED:** Acting President Laura R. Jaecks adjourned the meeting at 12:35 pm.

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



# Wenatchee School District

## Regular Board Meeting

Minutes of December 12, 2017 **DRAFT**  
WSD District Office

Board Members	Staff Present
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Laura R. Jaecks, (Outgoing Acting President & V.P.)  
 Walter Newman  
 Michele Sandberg, Newly Elected President  
 Sarah Knox, Newly Elected Vice President &  
 District Learning Team Board Representative  
 Sunny Hemphill, Board Legislative Representative

Brian Fiones, Superintendent  
 Cabinet

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

Laura Jaecks, Acting President, opened the regular board meeting at 6:00 p.m. Ms. Jaecks. Vice President Jaecks (acting president) asked for a motion to approve the consent agenda.

**II. Consent Agenda**

**MOTION MADE:** Sunny Hemphill made the motion to approve the consent agenda as presented.  
**SECONDED:** Sarah Knox  
**DISCUSSION:** An acknowledgement & thank you was made by the board for the donation of funds of \$12,000 to the WSD Nutrition Services Department in honor of the memory of Lillian Blanchard’s late husband, who attended WSD.  
**PASSED UNANIMOUSLY**

**Consent Agenda included:**

**MINUTES:** Reg. Bd. Mtg. 11/07/17 & 11/28/17 & Spec. 11/30/17

**1) Minutes**

**PERSONNEL REPORT PREPARED BY:**

Lisa Turner, HR Executive Director: Dec. 12, 2017- On file

**2) Personnel Report**

**PAYROLL PREPARED BY:** November

Tami Hubensack, Director of Payroll: None

**3) Vouchers/Pavroll**

**VOUCHERS & CONTRACTS PREPARED BY:**

Karen Walters, Director of Accounting –December 12, 2017  
General Fund

Check numbers 595621 through 595826 totaling \$986,775.25

Capital Projects Fund

Check numbers 595827 through 595833 totaling \$25,024.39

**4) Contracts**

Associated Student Body Fund

Check numbers 595834 through 595870 totaling \$43,582.74

Date	New / Renewal / Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract	Reviewed by	PO Required?
12/01/17	New	No	Linked In	Advertising and Recruitment Tool	\$14,628	1/10/18 - 1/1/19	Lisa Turner	Les	Yes
					<b>Budget Code</b>				
					9700-14-7071-000-3020				
12/01/17	New	No	Linked In	Advertising and Recruitment Tool	\$0	1/10/18 - 1/1/19	Lisa Turner	Les	No
					<b>Budget Code</b>				
					N/A				
11/22/17	New	No	Strategic Steps	Professional Development	\$6,300	2/26/18 - 10/18	Tim Sheppard	Les	Yes
					<b>Budget Code</b>				
					0107-27-7100-106				
11/22/17	Renewal	No	Seattle University - Center for Change	Pre-Employment Transition Services	Revenue \$15,500	1/1/18 - 9/30/18	Trisha Craig	Les	No
					<b>Budget Code</b>				
					N/A				
12/05/17	New	No	GLAD	Training Workshop	\$14,800	4/23/17 - 4/27/18	Cynthia Valdez	Les	Yes
					<b>Budget Code</b>				
					6500-31-7000-000				

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

**SURPLUS REPORT PREPARED BY:**

Karen Walters, Director of Accounting: On File

**CAMPS & CLINICS:** WHS Girls Basketball Youth Clinic

**POLICIES 2<sup>nd</sup> READING:** None

**OTHER:** Nutritional Services Blanchard Donation

**III. Recognitions**

1) Schools of Distinction: Valley Academy, Greg Lovercamp, Director and Valley teachers, Jim Mugg, Kelly Smothers, Donna Payne and Memory Visscher were acknowledged by ESD 171 Superintendent Michelle Price, ED. D. for receiving the Schools of Distinction Award for the 2<sup>nd</sup>

year. ESD Superintendent Price presented a banner from the WA State Center of Educational Effectiveness. Only 98 schools in the state receive this award out of over 2800 schools, making this a great honor. They also received a Recognition Certificate from the WSD & Board of Directors. They were congratulated by the board and cabinet.

- 2) The board also recognized the following teachers as regional finalists and regional winner in the WA State Teacher of the Year. The persons who nominated each teacher shared reasons they were nominated and presented them with the State Awards and Board Certificates.
  - Regional Finalists State “Teacher of the Year”: Doug Merrill, Kelly Smothers & Mary Symonds (unable to attend, but recognized by the board)
  - Regional Winner State “Teacher of the Year”: Jon Magnus
 They were thanked for their service and dedication by the board and congratulated by all present.

#### IV. ASB Reports

**WHS ASB:** Sebastian Pasion, Vice President reported:

- Litter-box game very close – our boys dominated, next year we plan to come back strong
- Decca sponsored the “Father-daughter” Dance, very well attended over 700 attended
- Winter Wonderland Dance great success
- Winter Week days, a lot of fun
- Have a lunch for food service and custodians to show our appreciation to them

**WSHS:** None

#### V. Field Trips

Jodi Smith Payne, Assist. Supt. L&T and Advisors/teachers presented the following for approval.

Printed By: Angie Knudtson Date: December 5, 2017										
Out of District/Overnight & Out of State Field Trip Requests for Board Approval December 12, 2017										
Requesting Location	Trip Number	Dates	Destination	Teacher/Advisor Name	Group Making Trip/Chaperones	Educational Objective	# of Adults	# of Students	Estimated Cost	Funding Source
203 Pioneer Middle School	3450	03/29/2018 02:00:00 PM - 04/06/2018 11:00:00 PM	Washington D.C.	Dawn Wood	8th grade students from all 3 middle schools in WSD	Enrichment of the students US History curriculum by visiting historical sites in Boston, Philadelphia, Gettysburg, and Washington DC.	12	22	\$ 14,538.50	Pioneer - ASB
402.4 Wenatchee High School - MOSAIC/MIGRANT	3383	02/16/2018 08:00:00 AM - 02/18/2018 05:00:00 PM	Washington State University - Pullman WA	Ramon Rivera	Mariachi Huenachi	WSU Preview Trip - full workshop weekend	4	31	\$ 1,938.15	MOSAIC - NLA

Teacher/Advisor Dawn Wood shared details of her trip to Washington D.C. with Pioneer Middle School students and parents (25, 9 of which are parents & 2 teachers). Students and parents pay for the trip. Ms. Wood asked for approval.

Teacher/Advisor to the Mariachi Program told the board about his trips that are planned in February to WSU for a workshop and visit. His students benefit from these trips because many of them will attend the colleges and Universities they visit. Dorms and food are provided. It is well chaperoned, 2 male and 2 female.

**MOTION MADE:** Sarah Knox made a motion to approve the two field trips as presented.

**SECONDED:** By Michele Sandberg

**DISCUSSION:** NONE

**PASSED UNANIMOUSLY**

#### VI. Wenatchee Learns Strategies

Acting President Laura Jaecks introduced two policy versions for amendments to Policy 1210 – 2<sup>nd</sup> Reading:

##### VERSION #1: (Michele Sandberg)

#### **ANNUAL ORGANIZATIONAL MEETING, ELECTION OF OFFICERS**

*At the first regular meeting at which newly-elected board members are seated in election years and at the first regular meeting in December in non-election years, the board shall elect from among its members a chair/president and a vice president to serve one-year terms. ~~A newly elected or appointed board member will not be eligible to serve as an officer unless a majority of the board has been appointed.~~*

*If a board member is unable to continue to serve as an officer, a replacement shall be elected immediately. In the absence of both the chair/president and the vice president, the board shall elect a president pro tempore who shall perform the functions of the chair/president during the latter's absence.*

*The superintendent shall act as board secretary. In order to provide a record of the proceedings of each meeting of the board, the superintendent shall appoint a recording secretary of the board.*

*In even-numbered years in June a legislative representative shall be elected who shall serve a two-year term.*

*The normal order of business shall be modified for the annual organizational meeting by considering the following matters after the approval of the minutes of the previous meeting:*

- A. Welcome and introduction of newly elected board members by the chair/president.
  - B. Call for nominations for chair/president to serve during the ensuing year.
  - C. Election of a chair/president (roll call vote).\*
  - D. Assumption of office by the new chair/president.
  - E. Call for nominations for vice chair/president to serve during the ensuing year.
  - F. Election of a vice chair/president (roll call vote).\*
- Policies shall continue from year to year and board to board until and unless the board changes them.

**VERSION #2: (Laura Jaecks)**

**ANNUAL ORGANIZATIONAL MEETING,  
ELECTION OF OFFICERS**

At the first regular meeting at which newly-elected board members are seated in election years and at the first regular meeting in December in non-election years, the board shall elect from among its members a chair/president and a vice president to serve one-year terms. ~~A newly elected or appointed board member will not be eligible to serve as an officer unless a majority of the board has been appointed.~~ A newly elected or appointed board member will not be eligible to serve as chair/president. A newly elected or appointed board member will not be eligible to serve as vice president unless four of the five members of the board vote to confirm the newly elected or appointed board member as vice president.

~~If no chair/president nominee is elected, then the current chair/president shall serve an additional one year term as the chair/president. If no vice president nominee is elected, then the chair/president shall appoint a vice president to serve a one year term.~~

If a board member is unable to continue to serve as an officer, a replacement shall be elected immediately. In the absence of both the chair/president and the vice president, the board shall elect a president pro tempore who shall perform the functions of the chair/president during the latter's absence.

The superintendent shall act as board secretary. In order to provide a record of the proceedings of each meeting of the board, the superintendent shall appoint a recording secretary of the board.

In even-numbered years in June a legislative representative shall be elected who shall serve a two-year term.

The normal order of business shall be modified for the annual organizational meeting by considering the following matters after the approval of the minutes of the previous meeting:

- A. Welcome and introduction of newly elected board members by the chair/president.
- B. Call for nominations for chair/president to serve during the ensuing year.
- C. Election of a chair/president (roll call vote).\*
- D. Assumption of office by the new chair/president.
- E. Call for nominations for vice chair/president to serve during the ensuing year.
- F. Election of a vice chair/president (roll call vote).\*

Policies shall continue from year to year and board to board until and unless the board changes them.

It was suggested to strike the second paragraph of Version #2. Ms. Jaecks did not intend to include that paragraph.

**MOTION MADE:** Michele Sandberg made a motion to amend Policy 1210 with a strikeout in the last sentence in the first paragraph for approval as a 2<sup>nd</sup> reading.

**SECONDED:** By Sarah Knox

**DISCUSSION:**

Points/Clarification made by Director Sandberg:

- Ms. Sandberg wanted to be clear she has been intentionally transparent, keeping with the “no surprises” policy.
  - She brought this policy to Superintendent Fones about proposed changes prior to the meeting before taking the oath of office.
  - Sunny Hemphill also spoke with Superintendent Fones about this change to the policy.
  - He advised them to contact the acting board president, Ms. Jaecks, of their intentions.
- Ms. Sandberg shared that WA State has approximately 300 districts, 200 have policies online of those that she checked only 4 have Policy 1210 as WSD has it written.
- Ms. Sandberg stated that she was elected to this position as well as others and if people want transparency then this policy should be updated and that is why she brought it forward.

Points made by Director Hemphill addressing transparency:

- Ms. Hemphill stated that she contacted Ms. Jaecks on the morning of Nov. 28<sup>th</sup> to let her know about the proposed change.
- The legal counsel was present at the meeting to also address the proposed change.
- Several people spoke out against the change, “so apparently the word was out”, Ms. Hemphill pointed out.
- There are a number of other policies that Ms. Hemphill will be bringing forward to be changed.
- There is no purpose of this policy in her mind, other than to slow down the voters’ ability to bring about change in the district.
- She understands the response people are having to this issue but she concurred that “this was a tough campaign and there was a great bit of anxiety about the change”.
- Ms. Hemphill thanked Superintendent Fones for his efforts to smooth this transition and ease concerns among the staff about the new school board.
- Ms. Hemphill made the point that change can be unsettling but if voters did not want change then she “would not be sitting here”.
- She will vote for this amendment to the Policy 1210 (version #1).

Sarah Knox asked that the board take citizens comments before voting.

Acting Board President Jaecks asked to first make a statement:

- Ms. Jaecks welcomed the three new board members in joining this important body of work, serving on the WSD Board.



- She acknowledged that in regards to this policy the board has gotten off to a rocky start.
- It is her hopes that the board can develop a positive working relationship going forward that will benefit our district, our community and most of all our students.
- She has offered a compromise amendment to Policy 1210 for a shared leadership approach together with new and veteran board members that will offset our rocky start and lead our district forward to greater levels of achievement at all levels.
- Our board has a long tradition of shared leadership that honors the input and leadership of all its members.
- Ms. Jaecks is a proponent of change and continuous improvement
- There are many areas that are going very well in this district, Ms. Jaecks is very proud of them and there are areas that could be improved
- Ms. Jaecks shared some positive highlights of good things that are happening in the district:
  - WHS continual increasing graduations rates over the past 10 years
  - The WL public input process, she is proud of the fact that we have collected and included input from over 4000 individuals in our community to help form our strategic plan.
  - Our nationally and internationally recognized Mariachi program
  - Schools of Distinction are being recognized by the state every year.
  - Highly qualified teachers are in all our schools.
  - Now our district-wide implementation of PBIS has benefited every student in all of our schools.
  - There are many more positive things and areas, but too many to mention them all right now.
- Ms. Jaecks shared areas that she feels could improve:
  - First thing is near and dear to Ms. Jaecks heart, the importance of early learning and she shares that with at least one of the other board members
  - Our district has the opportunity to change the face of kindergarten readiness in our community by taking the lead in early learning.
  - The district also needs to improve our efforts on individualized education to meet every student's need as a distinct individual.
  - To continue these efforts she hopes to work along with her teammates to accomplish these great things in our district with thoughtful research and transparency.
  - Our teachers, our staff and our administration, our community and most of all our children are depending on us to lead this district with newfound strength and commitment.
  - Ms. Jaecks is hopeful to do this together as a five person elected board, duly elected to serve in Wenatchee School District.

## VII. Citizen Comments:

### Summary of Citizens Comments:

Katja Rowell, Parent & new to district: Policy 1210

- She has a lot of questions, difficult to get answers but supports what most districts are doing across the state concerning this policy, but would rather see it tabled.

Krista Herling, Parent of 4 children in district and spouse of teacher: Policy 1210

- Not in support of the way the new board members went about making this change, cautions them to learn from the veteran board members, she has served on a board and there is a lot to learn.

Aida Bound, Retired Social Worker, volunteer at WHS and elementary schools and teaches English Language Learners: Policy 1210

- Concerned about process and individuals agenda in making this change and asked board to slow down before jumping into decisions about changing processes. Concerned because we have a lot of our children being affected by decisions this board is making.

Susan Ballinger: Policy 1210

- After research she supports to amend Policy 1210 version #1
- Curious how a lot of things are done in the district, thinks this is a good move and offered advice in making changes.

Lance Jobe: Policy 1210

- Voted for the three new board members and supports version #1 for Policy 1210
- Shared his views on the reasons for his decision

Dave Riggs, former teacher: Policy 1210

- Supports changing the Policy 1210 version #1
- Gave reasons for supporting the amendment and offered advice to the board

Karen Knox: She pointed out that she is related to Sarah Knox

- She supports Policy 1210 version #1
- She feels the new board members are very capable of leading

### DIRECTOR COMMENTS:

Director Sandberg added these points:

- Striking the one sentence from Policy 1210 allows 5 choices for officers instead of only 2 choices
- She received 25 emails: 20 in favor of the change – 4 not in favor – 1 in favor of version #2

Director Hemphill add these points:

- Amendment change does not remove Ms. Jaecks or Dr. Newman's expertise. The new board members will look to them for their support and guidance when they need it.

Acting President Jaecks offered her Facebook posts dated 12/05/17 – 12/10/17 into the record. She also noted that there was equal support of proposed amended version #2 of Policy 1210, and is part of this record. The record was given to the recording secretary.

## CALL FOR VOTE ON MOTION: TO APPROVE VERSION #1 OF AMENDMENT TO POLICY NO. 1210 IN FAVOR - 3

**OPPOSED - 2  
MOTION PASSES**

Acting President Jaecks withdrew her proposed amendment to Policy No. 1210 version #2. Legal counsel confirmed that no vote was required.

**REORGANIZATION OF BOARD:**

Acting President Jaecks welcomed the newly elected board members and called for nominations for chair/president to serve during the ensuing year.

Sunny Hemphill nominated Michele Sandberg for president of the board.

Walter Newman nominated Laura Jaecks for president of the board. Dr. Newman also shared reasons why he thought Laura Jaecks is the best choice for the position.

**Roll Call Vote:**

Sunny Hemphill voted: Michele Sandberg  
Michele Sandberg voted: Michele Sandberg  
Walter Newman voted: Laura R. Jaecks  
Sarah Knox voted: Michele Sandberg  
Laura Jaecks voted: Laura R. Jaecks

Michele Sandberg will serve as the president of the WSD Board of Directors for a one-year term. President Sandberg received the gavel to assume the office of president and continued the meeting.

President Sandberg called for nominations for vice chair/president to serve during the ensuing year.

Walter Newman nominated Laura Jaecks for vice president position of the board.  
Sunny Hemphill nominated Sarah Knox for vice president position of the board.

**Roll Call Vote:**

Sunny Hemphill voted: Sarah Knox  
Walter Newman voted: Laura R. Jaecks  
Laura Jaecks voted: Laura R. Jaecks  
Sarah Knox voted: Sarah Knox  
Michele Sandberg voted: Sarah Knox

Sarah Knox will serve as Vice President of the WSD Board of Directors for a one-year term.

President Sandberg invited Judith Lurie to share comments:

**Summary of Citizen's Comments:**

Judith Lurie:

Ms. Lurie wanted to echo comments about how the board should conduct transparency. She shared her thoughts on Facebook posts that she read and she shared her interpretations including how she feels they should have been handled. She also made suggestions on posting minutes prior to being approved.

Discussion on timeframe for having board meetings videotaped for public viewing. Within the week the new parts should be available.

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

*Objective 3.4 Facilities that Optimize Learning*

Facility Projects Updates:

Revised Hill Contract Amendment #1

Gregg Herkenrath, Dir. of Facilities provided the following for accounting purposes to clean up the paperwork. The board already approved these amendments but the amounts needed to be corrected. One contract was \$10,000 heavy and the other was \$10,000 light, an accounting error. Mr. Herkenrath summarized and provided the following materials outlining the changes:

CIP PHASE 1 - WSD and Hill International have a binding contract for Phase 1 which has 5 previous amendments to it.

PHASE 2 BOND PLANNING - WSD and Hill International also have a separate binding contract for Phase 2 which has had no previous amendments to it thus far.

SITUATION

In March 2017, there was a budget transfer of \$10,000.00 deducting from Hill International's Phase 1 contract and adding it to their Phase 2 contract (this was done internally and NOT through a formal amendment).

At the October 24, 2017 board meeting, Amendment No. 1 was presented and approved (however it did not reflect the \$10,000.00 transfer from Phase 1 to Phase 2 and it should have).

- Amendment No. 1 dated October 6, 2017 was approved for an additive amount of \$9,000.00 to the original contract amount of \$87,400.00 bringing the current value of the contract to \$96,400.00.
- **Revised Amendment No. 1 dated November 28, 2017 shows the additive \$10,000.00 transfer plus the additive \$9,000.00 bringing the current value of the Phase 2 contract to \$106,400.00.**

Hill International has REVISED this amendment to reflect the March 2017 budget transfer as well as the dollar amounts previously approved at the October 24, 2017 board meeting.

RECOMMENDATION

The Board of Directors approves the Revised Amendment No. 1 as it now accurately reflects the current contract value with the budget transfer.

**REVISED Amendment No. 1**  
November 28, 2017

This **Revised Amendment No. 1** to the existing Agreement between Wenatchee School District No. 246 and Hill International, Inc., executed on August 15, 2013, is made for the purpose of adding Additional Services for Construction Management Services per the Hill International, Inc. Letter (dated 10/9/17.) All other terms and conditions of the original agreement shall remain unchanged. (Reference PO# 8421400161, Phase 2 Bond Study)

Contract Summary	Scope of Work	Contract Value	Contract End Date
Professional Consulting Services	Budget Transfer from CIP to Phase 2 Bond Planning	10,000.00	
Professional Consulting Services	Additional Services for Construction Management Services per the attached letter (dated 10/9/17)	\$9,000.00	April 30, 2018
Contract		\$87,400	Old End Date April 1, 2016
<b>Current Value</b>		<b>\$106,400</b>	

**Revised Hill Contract Amendment #6:**

CIP PHASE 1 - WSD and Hill International have a binding contract for Phase 1 which has 5 previous amendments to it.

PHASE 2 BOND PLANNING - WSD and Hill International also have a separate binding contract for Phase 2 which has had no previous amendments to it thus far.

SITUATION

In March 2017, there was a budget transfer of \$10,000.00 deducting from Hill International's Phase 1 contract and adding it to their Phase 2 contract (this was done internally and NOT through a formal amendment).

At the October 24, 2017 board meeting, Amendment No. 6 was presented and approved (however it did not reflect the \$10,000.00 transfer from Phase 1 to Phase 2 and it should have).

- Amendment No. 6 dated October 4, 2017 was approved for an additive amount of \$5,000.00 to the previously approved amendments 1-5 total of \$1,329,069.00 bringing the current value of the contract to \$1,334,000.00.
- **Revised Amendment No. 6 dated November 28, 2017 shows the deductive <\$10,000.00> transfer plus the additive \$5,000.00 bringing the current value of the Phase 1 contract to \$1,324,069.00.**

Hill International has REVISED this amendment to reflect the March 2017 budget transfer as well as the dollar amounts previously approved at the October 24, 2017 board meeting.

RECOMMENDATION

The Board of Directors approves the Revised Amendment No. 6 as it now accurately reflects the current contract value with the budget transfer.

**REVISED Amendment No. 6**

November 28, 2017

This **Revised Amendment No. 6** to the existing Agreement between Wenatchee School District No. 246 and Hill International, Inc., executed on August 15, 2013, is made for the purpose of adding Additional Services for Construction Management Services per the Hill International, Inc. Letter (dated 10/9/17.) All other terms and conditions of the original agreement shall remain unchanged.

Contract Summary	Scope of Work	Contract Value	Contract End Date
Professional Consulting Services	Budget Transfer from CIP to Phase 2 Bond Planning	-10,000.00	
Professional Consulting Services	Additional Services for Construction Management Services per the attached letter (dated 10/9/17)	\$5,000.00	December 31, 2017
Contract plus Amendments #1 thru #5		\$1,329,069.00	Old End Date January 31, 2017
<b>Current Value</b>		<b>\$1,324,069.00</b>	

After a brief discussion on the history of the amendments Mr. Herkenrath asked for approval.

**MOTION MADE:** Sunny Hemphill made the motion to approve amendments as presented.

**SECONDED:** By Sarah Knox

**DISCUSSION:** Question about motion made, it was decided that the amendments needed to be approved separately.

**MOTION REVISED:** Sunny Hemphill made the motion to approve Revised Hill Contract Amendment #1 as presented.

**SECONDED:** By Laura R. Jaecks

**PASSED: Unanimously**

**MOTION MADE:** Sunny Hemphill made the motion to adopt Revised Hill Contract Amendment #6 as presented.

**SECONDED:** By Sarah Knox

**DISCUSSION:** None

**PASSED: Unanimously**

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

*Objective 4.2 Sound Fiscal & Resource Management & Sound Human Resource Management*

**COSA Contracts –**

Lisa Turner, HR Executive Director presented the following for the board to approve:

COLLECTIVE BARGAINING AGREEMENT BETWEEN Wenatchee School District No. 246 and Central Office Administrative Support Association for September 1, 2017 through August 31, 2020

After a short discussion and Q&A on specifics of the agreement Ms. Turner asked for approval.

**MOTION MADE:** Laura Jaecks made the motion to approve the Collective Bargaining Agreement with WSD and Central Office Administrative Support Association for September 1, 2017 through August 31, 2020 as presented.

**SECONDED:** By Walter Newman

**DISCUSSION:** None

**PASSED: Unanimously**

COLLECTIVE BARGAINING AGREEMENT BETWEEN Wenatchee School District No. 246 with WSD Business Office Association for September 1, 2017 through August 31, 2020

Ms. Turner answered the board's questions after a summary on the history of these bargaining agreements. Brief discussion followed and she asked for approval.

**MOTION MADE:** Laura R. Jaecks made the motion to approve the Collective Bargaining Agreement with WSD Business Office Association for September 1, 2017 through August 31, 2020 as presented.

**SECONDED:** By Sunny Hemphill

**DISCUSSION:** None

**PASSED: Unanimously**

**NW Leadership Associates Letter of Agreement:**

Lisa Turner, HR Executive Director asked the board to approval the NW Leadership Associates Letter of Agreement which will help the district search for applicants for Les Vandervort's, our CFO, position when he retires. The board was given the agreement to review at the board workshop on 12/08/17.

A brief discussion followed about when we have used this association to help fill other positions in the past and about the services they offer us in this process. NW Leadership does the "vetting" and screening on the applicants prior to coming to us.

**MOTION MADE:** Sarah Knox made the motion to accept the NW Leadership Associates Letter of Agreement as presented by Ms. Turner, HR Executive Director.

**SECONDED:** By Sunny Hemphill

**DISCUSSION:** None

**PASSED: Unanimously**

## Budget Status Report:

Les Vandervort, CFO presented the following and answered questions from the board.

### October 2017 Budget Status Report

**GENERAL FUND** With **16%** of the fiscal year elapsed, Total General Fund revenues were **18%** and expenditures were **14.9%** of budgeted amounts, respectively.

General Fund Total Fund Balance at October 31, 2017 is **\$14,168,083** (13.74%).

Total Fund Balance at October 31, 2016 was **\$15,220,734** (15.80%).

Districts are funded on budgeted numbers through December of each year.

SPI adjusts funding to actual numbers (such as enrollment and staffing) beginning in January through the end of the fiscal year.

2017-18 is a transition year for salaries to a new model in 2018-19.

2018-19 also poses funding problems as school districts move to a limited local levy assessment and the elimination of the staff mix factor in the cert salary schedule.

The hope of many is that the 2018 legislature backs off some of the new changes so districts aren't caught with deficits.

### CAPITAL PROJECTS FUND

The Year Ending Fund Balance is **\$5,985,197**. Punch list items still being worked on for Lincoln and Washington. Should be complete this millennium. *Pioneer drainage system still in progress. Pioneer locker rooms are still being finished.*

### DEBT SERVICE FUND

The Year Ending Fund balance of **\$4,400,805** is for payment of bond principal and interest payments which are due each December and June. Revenues consist primarily of property taxes.

The Debt Service levy for 2017 collection is \$5,400,000 or \$1.30 per \$1,000 assessed value.

The M&O levy for 2017 collection is \$12,163,000 or \$2.94 per \$1,000 assessed value.

### ASB FUND

Revenues are **32.3%** of the amount budgeted for the year. Expenditures are **10.8%** of budget.

The Total Year Ending Fund Balance is **\$743,651**.

**TRANSPORTATION VEHICLE FUND** The Year Ending fund balance is **\$278,661**.

This balance has been encumbered.

Bus purchases are made only when funds are actually received by the district. Two buses have been ordered for 2017-18.

CFO Vandervort summarized the budget and shared the latest updates coming from Olympia, not a lot of changes since his last report. WSD is where we expect to be at this time of year. He shared the details of each fund at this point.

Extensive discussion about the ASB Fund.

President Sandberg asked for input from citizens in the audience. They joined in the discussion about the ASB funds.

It was pointed out that the ASB funds belong to the students so they decide how it is spent. After an extensive discussion on how funds are spent, who spends it the many avenues for low-income students to be involved in activities and sports it was decided to have ASB advisors and students come in and give information to the board and answer their questions.

### Enrollment Reports for December 2017

**Exhibit A** - Monthly Enrollments.

The **December 2017** count of K-12 students is **7,766.80 full-time equivalents (FTE)** including 266.93 FTE Running Start students (Running Start students are counted starting in October).

The *average* FTE of 7,759.41 is **18.41** FTE above budgeted *average* FTE of 7,741.

**Section 1.01** Running Start, Open Doors and Alternative Learning FTE are shown as separate line items for comparison to budget numbers on the original F-195 Budget.

Enrollment is the same FTE as this period last year.

**Exhibit B** shows the changes in average FTE enrollment, as reported to SPI, since 2005-06. Exhibit B reflects the history of our actual state funding level of FTE.

**Exhibit C** is a comparison of student FTE by school and by grade level for the current month and the same month in the prior year (2016-17).

**Exhibit D** shows the monthly information in graphic form, with a comparison to last year's (2016-17) actual enrollment and 2017-18 budgeted numbers.

Discussion on the Choice for the district - it has been the same for the last 3-years, same amount have choiced-out as choice-in. September enrollment does not have Running Start numbers.

The board thanked Mr. Vandervort for the updates.

**Trademark Registration**

Mark Helm, Executive Director of Student Services and legal counsel, Danielle Marchant answered questions the board had about outsiders using our three logos. Ms. Marchant gave a brief history about what has led up to the trademark registration of our logos. It was clarified that they could be used for fundraisers for student activities and booster clubs.



**MOTION MADE:** Laura R. Jaecks made the motion to approve the Trademark Registration of the three logos as presented.

**SECONDED:** By Walter Newman

**DISCUSSION:** Brief clarification of terms.

**PASSED: Unanimously**

*Objective 4.4 Highly Trained & Engaged Staff Learning & Teaching & All Employees*

**Board Planning Calendar**

Brian Flones, Superintendent gave a summary of the Board Planning Calendar. He suggested having the following for the January 2018 meetings.

- o District Committees
- o Web Design
- o Board Meeting Video – how we conduct and publish

Discussion:

- About forming new committees
- Board committee (board & staff member)
- Looking at Procedure 2161P – discussion on changing a procedure
- Wanting to hear from teachers union
- FAQ on Website

Calendar distributed to board members to help plan the workshops. Supt. Flones summarized the topics and how they would fit into the calendar. He will meet with the key players for these topics and work out the best time that will work into the board calendar and work for the staff.

WSSDA Workshop dates are in February. Dates discussed, Supt. Flones will contact WSSDA and book the date and get back to the board.

**VIII. Board Communication**

President Sandberg shared her experience at the Dyslexia workshop that was conducted the last two days. It was excellent. The purpose was to train educators and para-educators. There was approximately 50-60 in attendance from our district. Suggested that we may want to bring them back for the kindergarten through 2<sup>nd</sup> grade teachers for training.

It was suggested to add Dyslexia Topic to the board calendar.

**IX. Meeting Adjourned**

**MEETING ADJOURNED** President Sandberg adjourned the meeting at 8:15 p.m.

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**WENATCHEE SCHOOL DISTRICT**

**January, 9, 2018**

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

**HIRES**

<b>Employee Name</b>	<b>Job</b>	<b>FTE</b>	<b>Hours/ day</b>	<b>Building</b>	<b>Effective Start Date</b>	<b>Effective End Date</b>
<b>Classified:</b>						
Jinotti, Cinnamon	Nutrition Service Associate I		2.00	L&C	12/11/2017	
Back Hansen, Lisa	Bus Driver		3.00	Transp	12/7/2017	
Valdez, Sara	Benefits Coordinator		8.00	DO	12/11/2017	
Pantaleon Vara, Cirenia	Para-Educator		6.75	NBY	12/4/2017	
<b>Certificated:</b>						

**LEAVE OF ABSENCE**

<b>Employee Name</b>	<b>Job</b>	<b>FTE</b>	<b>Hours/ day</b>	<b>Building</b>	<b>Effective Start Date</b>	<b>Effective End Date</b>
<b>Classified:</b>						
<b>Certificated:</b>						

**ADMINISTRATIVE LEAVE - PAID**

Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
<b>Classified:</b>						
Cumpton, Samuel	Utility Custodian		8.00	WHS	12/7/2017	12/11/2017
<b>Certificated:</b>						
Dacey, Mike	Special Ed Teacher	1.00	-	Transition House	12/11/2017	12/15/2017
Hertzog, Kari	Health Teacher	1.00	-	WHS	12/6/2017	12/15/2017
<b>DID NOT PASS PROBATION</b>						
Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
<b>Classified:</b>						
Cumpton, Samuel	Utility Custodian		8.00	WHS	-	12/11/2017
<b>Certificated:</b>						
<b>2017-2018 SUPPLEMENTAL CONTRACTS</b>						
Employee Name	Job	FTE	Hours/ day	Building	Effective Start Date	Effective End Date
Spietz, Neil	Assistant Girls Basketball	1.00	-	OMS	-	-
Milanuk, Kathy	6th Girls Basketball	1.00		FMS	-	-
Martinez, Alfredo	Wrestling	1.00		PIO	-	-
					-	-



# Wenatchee School District NO. 246

## PAYROLL

### DECEMBER 2017

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 \$6,750,213.81 for the month of December 2017.

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 595948 through 596267 totaling \$577,498.77

Capital Projects Fund

Check numbers 596268 through 596274 totaling \$305,223.75

Associated Student Body Fund

Check numbers 596275 through 596316 totaling \$36,408.68

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 December 26, 2017, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$919,131.20. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
Warrant Numbers 595948 through 596316, totaling \$919,131.20

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

Check Nbr	Vendor Name	Check Date	Check Amount
595948	A & A MOTORCOACH	12/27/2017	2,727.80
595949	ADAMS, JOAN DENISE	12/27/2017	312.50
595950	AG SUPPLY COMPANY	12/27/2017	199.50
595951	ALVARADO, JOANNA ARACELI	12/27/2017	132.24
595952	AMAZON CAPITAL SERVICES	12/27/2017	7,138.36
595953	AMER TIME & SIGNAL	12/27/2017	466.28
595954	AMERICAN PRODUCE EXPRESS, LLC	12/27/2017	960.75
595955	AMERIGAS	12/27/2017	795.21
595956	APPLE COMPUTER INC	12/27/2017	1,446.57
595957	APPLE LAND PEST CONT HOME INS	12/27/2017	314.21
595958	APPLETON, THEA CHRISTINE	12/27/2017	114.77
595959	ATWOOD, KELLY	12/27/2017	969.05
595960	AVALON MUSIC INC	12/27/2017	901.27
595961	AVANT ASSESSMENT, LLC	12/27/2017	286.40
595962	AVILA, MARIO A	12/27/2017	1,000.00
595963	AW REHN & ASSOC INC	12/27/2017	132.00
595964	B & H PHOTO & VIDEO	12/27/2017	795.08
595965	BAKKE, DEANNA M	12/27/2017	48.09
595966	BATTERY SYSTEMS	12/27/2017	293.45
595967	BEDARD, LISA R	12/27/2017	27.61
595968	BI-MART	12/27/2017	447.62
595969	BIBBY, ANNIKA WINTER	12/27/2017	2,757.23
595970	BIRKS, AMBER D	12/27/2017	769.70
595971	BIRKS, RAY R	12/27/2017	35.90
595972	BISHOP JR, THOMAS H	12/27/2017	48.00
595973	BLAIR, DALE F	12/27/2017	76.32
595974	BLAKNEY, JANELLE M	12/27/2017	78.00
595975	BLANKENSHIP, TRINA M	12/27/2017	6.42
595976	BLUE MOUNTAIN ACTION COUNCIL	12/27/2017	2,307.26
595977	BOISEN, KRISTINE ALICE	12/27/2017	669.00
595978	BORST, KELSEY A	12/27/2017	589.20
595979	BREWER, LYND SAY LEE	12/27/2017	286.98
595980	BROCKIE, BRYAN JENNINGS	12/27/2017	598.92

Check Nbr	Vendor Name	Check Date	Check Amount
595981	BROWN, RONALD EDWARD	12/27/2017	656.78
595982	BROWN, TAUNYA C	12/27/2017	562.74
595983	BRYSON SALES & SERVICE	12/27/2017	776.68
595984	BSN SPORTS	12/27/2017	302.68
595985	BULLOCK TRANE SERVICE AGENCY I	12/27/2017	271.00
595986	BUTLER, TERESA L	12/27/2017	12.20
595987	CAEMMERER, ADELE L	12/27/2017	41.26
595988	CARLSON, REED A	12/27/2017	53.60
595989	CAROLINA BIOLOGICAL SUPPLY	12/27/2017	95.74
595990	CARVITTO, JUSTIN JOSEPH	12/27/2017	28.03
595991	CASCADE QUALITY WATER CENTER	12/27/2017	466.91
595992	CELUSTKA, CONSTANCE K	12/27/2017	145.00
595993	CENTRAL WA UNIVERSITY	12/27/2017	15.00
595994	CERTIFIED LABORATORIES	12/27/2017	2,364.08
595995	CHAMBERS, GREGORY JOHN	12/27/2017	78.00
595996	CHELAN DOUGLAS HEALTH DIST	12/27/2017	641.00
595997	CHILDERS, NIKA BEZDICEK	12/27/2017	83.15
595998	CHINOOK MUSIC SERVICE INC	12/27/2017	831.06
595999	CHOATE, SANDRA LEE	12/27/2017	10.00
596000	CINTAS CORPORATION	12/27/2017	178.86
596001	CITY OF WENATCHEE	12/27/2017	8,253.75
596002	CITY TREASURER	12/27/2017	86.90
596003	CLANCY'S FARM LLC	12/27/2017	1,176.58
596004	CLASSROOM PRODUCTS LLC	12/27/2017	59.90
596005	COLEMAN OIL	12/27/2017	12,738.99
596006	COMMERCIAL PRINTING INC	12/27/2017	1,480.33
596007	COMMERCIAL TIRE	12/27/2017	6,270.71
596008	COMMITTEE FOR CHILDREN	12/27/2017	215.32
596009	COMMUNITY GLASS	12/27/2017	282.78
596010	COMPUTER TECHNOLOGY LINK	12/27/2017	1,830.74
596011	CONGDON MAILING SERVICE	12/27/2017	30.66
596012	CONGER, DENNIS DWIGHT	12/27/2017	1,662.35
596013	CONSOLIDATED ELECTRICAL DISTRI	12/27/2017	3,103.29
596014	CONSORT FOR EDU CHANGE	12/27/2017	500.00
596015	CORDES, JOSEPH MICHAEL	12/27/2017	38.76
596016	CORRECTIONAL INDUSTRIES	12/27/2017	601.66
596017	CORTES, TONYA ALICIA	12/27/2017	29.70
596018	COSTCO HOUSEHOLD BANK FSB DO	12/27/2017	1,574.11
596019	CRISIS CLINIC	12/27/2017	2,168.00
596020	CTS CASH OFFICE	12/27/2017	4,567.89
596021	CUBIT	12/27/2017	505.00
596022	CUMMINS INC	12/27/2017	1,751.60
596023	CUSTOMINK LLC	12/27/2017	3,286.02
596024	DANFORTH, MAURA G	12/27/2017	92.54
596025	DAY, STELLA CAROLINE	12/27/2017	53.08
596026	DEPT OF LICENSING	12/27/2017	13.00
596027	DEPT OF LABOR & INDUSTRIES	12/27/2017	45.00
596028	DETAMORE, ELIZABETH MIKAL	12/27/2017	29.76
596029	DICKEY, EILEEN DEVON	12/27/2017	26.00
596030	DIERINGER, SALLY KAY	12/27/2017	286.20

Check Nbr	Vendor Name	Check Date	Check Amount
596031	DILLEY, AMY M	12/27/2017	151.10
596032	DILLEY, TIM	12/27/2017	50.00
596033	DISCOUNT TIRE	12/27/2017	2,639.29
596034	DOH ASSOCIATES PS	12/27/2017	5,929.00
596035	DON SANGSTER MOTORS INC	12/27/2017	164.69
596036	DOUGLASS, LISA ANN	12/27/2017	799.00
596037	DUFFY, MATTHEW J	12/27/2017	78.00
596038	DULAC, DELLA J	12/27/2017	66.94
596039	DUNN, HEIDI M	12/27/2017	502.60
596040	DUVALL, REBECCA L	12/27/2017	22.15
596041	EADIE, KAREN R	12/27/2017	20.92
596042	EASTMONT SCHOOL DISTRICT	12/27/2017	4,728.15
596043	ECOLAB INC	12/27/2017	298.05
596044	EDWARDS, TED M	12/27/2017	78.00
596045	FARMER, BRITTNEY R	12/27/2017	78.00
596046	FASTENAL COMPANY	12/27/2017	258.34
596047	FERGUSON ENTERPRISES INC #3007	12/27/2017	89.84
596048	FERRELL, AMELIA M	12/27/2017	669.00
596049	FIKE, TERRY LEN	12/27/2017	568.81
596050	FISHER, DUSTIN S	12/27/2017	48.45
596051	FLOOR FACTORY	12/27/2017	148.83
596052	FLORES, DEIMY	12/27/2017	7.25
596053	FMS IMPREST FUND	12/27/2017	12.39
596054	FOLLETT SCHOOL SOLUTIONS, INC	12/27/2017	2,078.40
596055	FOOD SERVICE OF AMERICA	12/27/2017	15,657.67
596056	FORD, MARTHA E	12/27/2017	10.43
596057	FOSS HIGH SCHOOL	12/27/2017	250.00
596058	FRANKS, SIERRA E	12/27/2017	24.40
596059	FRANZ FAMILY BAKERIES	12/27/2017	1,645.35
596060	FRED MEYER CUSTOMER CHARGES	12/27/2017	234.28
596061	GAYTLEY, ALICEN	12/27/2017	238.00
596062	GLAZE BAKERY LLC	12/27/2017	117.88
596063	GO USA	12/27/2017	626.56
596064	GOOD SAMARITAN FIRST AID	12/27/2017	335.00
596065	GOPHER SPORT	12/27/2017	389.96
596066	GRANGER JR, SCOTT M	12/27/2017	6.10
596067	GRAYBEAL SIGNS	12/27/2017	258.53
596068	GREAT FLOORS COMMERCIAL SALES	12/27/2017	417.34
596069	GRIFFIN-BUGERT, CAROLYN GAIL	12/27/2017	78.46
596070	HAGLUNDS TROPHIES	12/27/2017	231.33
596071	HARDWICK, DAVID EARL	12/27/2017	75.00
596072	HEATH, MELINDA LEE	12/27/2017	28.68
596073	HELM, GRACIE	12/27/2017	378.66
596074	HELM, MARK A	12/27/2017	92.39
596075	HERITAGE FOOD SERVICE GROUP	12/27/2017	347.52
596076	HERRON, TINA M	12/27/2017	37.61
596077	HILTON SEATTLE AIRPORT & CONF	12/27/2017	6,038.92
596078	HOME DEPOT	12/27/2017	3,086.54
596079	ICICLE BROADCASTING INC	12/27/2017	270.00
596080	INLAND PIPE AND SUPPLY	12/27/2017	1,054.17

Check Nbr	Vendor Name	Check Date	Check Amount
596081	INNERSYNC STUDIO LTD	12/27/2017	1,480.00
596082	JAEGER, JEFF	12/27/2017	1,454.70
596083	JAGLA, ANGELITA C	12/27/2017	54.00
596084	JELSING, PETER E	12/27/2017	467.85
596085	JERRYS AUTO SUPPLY	12/27/2017	1,618.48
596086	JOHNSON, ELISA ANN	12/27/2017	78.69
596087	JOHNSTONE SUPPLY INC	12/27/2017	729.76
596088	JOSTENS DIPLOMA DIVISON	12/27/2017	949.30
596089	JVH TECHNICAL LLC	12/27/2017	356.35
596090	KALAHAR, KORY G	12/27/2017	54.44
596091	KANSKY, ROBIN EDWARD	12/27/2017	16.50
596092	KELLER SUPPLY COMPANY	12/27/2017	216.99
596093	KENNELLY KEYS MUSIC	12/27/2017	561.75
596094	KERSTETTER, RACHAEL BRAELYN	12/27/2017	132.25
596095	KING, ANDREW RAY	12/27/2017	52.00
596096	KING COUNTY DIRECTORS ASSN	12/27/2017	12,528.78
596097	KNUDTSON, ANGELA M	12/27/2017	115.98
596098	LAKESHORE LEARNING MATERIALS	12/27/2017	494.69
596099	LEAVITT, JEFFREY SCOTT	12/27/2017	24.14
596100	LEAVITT, SUSAN F	12/27/2017	22.85
596101	LIMA, MARIA ELENA	12/27/2017	16.48
596102	LIQUIDS POWDERS & MACHINES	12/27/2017	172.03
596103	LOCAL TEL COMMUNICATIONS	12/27/2017	18,894.79
596104	LOERA JR, JUAN	12/27/2017	117.82
596105	LOFTUS, PATRICK JOSEPH	12/27/2017	28.89
596106	LOWES HOME IMPROVEMENT	12/27/2017	820.38
596107	MACKIN LIBRARY MEDIA	12/27/2017	4,048.97
596108	MADLAND, MARY	12/27/2017	208.33
596109	MADSEN, MARYA E	12/27/2017	36.00
596110	MANN, GRETCHEN L	12/27/2017	48.42
596111	MARSON AND MARSON LUMBER INC	12/27/2017	57.17
596112	MASON, TAYLOR B	12/27/2017	9.36
596113	MCCOURT, HEATHER G	12/27/2017	40.00
596114	MCCUNES INSTRUMENTS	12/27/2017	143.64
596115	MCMANUS, MARGARET WEBSTER	12/27/2017	92.00
596116	MEDFORD TECHNOLOGIES INC	12/27/2017	321.87
596117	MEMBEAN INC	12/27/2017	3,440.00
596118	MENDOZA, LILIANA	12/27/2017	164.00
596119	MICRO COMPUTER SYSTEMS	12/27/2017	5,024.81
596120	MILLIETTE, JUDY CUTLER	12/27/2017	12.25
596121	MONTALVO, PATRICIA	12/27/2017	164.00
596122	MOORE, DEMEREY I	12/27/2017	36.00
596123	MOSAIC COOPERATIVE LLC	12/27/2017	10,500.00
596124	MOSER, DARRELL J	12/27/2017	78.00
596125	MOTOR MART	12/27/2017	130.08
596126	NEES, MELANIE J	12/27/2017	9.42
596127	NEHER, MALLORY JANE	12/27/2017	78.00
596128	NEOFUNDS BY NEOPOST	12/27/2017	1,000.00
596129	NORCO INC	12/27/2017	361.43
596130	NORTH CENTRAL ESD	12/27/2017	116,682.73

Check Nbr	Vendor Name	Check Date	Check Amount
596131	NORTH COAST ELECTRIC	12/27/2017	398.45
596132	NORTHWEST VIDEO WALL	12/27/2017	7,588.00
596133	NW BEARING-BDI	12/27/2017	51.22
596134	NW SILK SCREEN & EMBROIDERY LL	12/27/2017	905.03
596135	NW VITAL RECORDS CTR INC	12/27/2017	200.00
596136	O'REILLY AUTOMOTIVE STORES	12/27/2017	111.01
596137	ODONNELL, ANDREA M	12/27/2017	54.00
596138	OFFICE DEPOT	12/27/2017	8,028.39
596139	OMS IMPREST FUND	12/27/2017	6.59
596140	ON THE MEND MUSICAL INSTR REPA	12/27/2017	525.74
596141	ORRCO	12/27/2017	280.00
596142	OXARC	12/27/2017	1,061.77
596143	PANKOW, ANNE N	12/27/2017	141.24
596144	PATNODE, KATHARINE D	12/27/2017	133.42
596145	PATTERSON BUCHANAN FOBES	12/27/2017	5,917.57
596146	PAYNE, DONNA R	12/27/2017	42.85
596147	PAYNEWEST INSURANCE	12/27/2017	50.00
596148	PC & MACEXCHANGE	12/27/2017	380.00
596149	PEARSON ASSESSMENT	12/27/2017	259.11
596150	PEPIN, RICK D	12/27/2017	54.00
596151	PEREZ, LUIS	12/27/2017	55.60
596152	PERKINS, DAVID D	12/27/2017	16.74
596153	PERMIN, JEFFREY M	12/27/2017	78.00
596154	PETERSON, LESLIE C	12/27/2017	234.50
596155	PLATT ELECTRICAL SUPPLY	12/27/2017	950.73
596156	PLUMB PERFECT	12/27/2017	276.42
596157	PORT, CURTIS	12/27/2017	28.73
596158	PRECISION EXAMS LLC	12/27/2017	517.61
596159	PRICHARD, LUCAS ROBERT	12/27/2017	36.00
596160	PRO BUILD CO., LLC	12/27/2017	509.64
596161	PROJECT LEAD THE WAY, INC	12/27/2017	5,250.00
596162	PUD NO 1 OF CHELAN COUNTY	12/27/2017	9,824.61
596163	QUALTRICS LLC	12/27/2017	49,132.80
596164	QUINN, GINA A	12/27/2017	160.74
596165	R/P GUERRERO FARM	12/27/2017	200.00
596166	RANG, KADIE A	12/27/2017	54.75
596167	RANNE, SUZANNE MONIQUE	12/27/2017	9.63
596168	RAPOZO, GEORGE A	12/27/2017	3,000.00
596169	RATH, KARLYN M	12/27/2017	318.75
596170	RENTON SCHOOL DIST#403	12/27/2017	300.00
596171	RICOH USA, INC.	12/27/2017	11,751.37
596172	RICOH USA, INC	12/27/2017	5,144.92
596173	ROBINSON, JULIE A	12/27/2017	64.31
596174	ROBOT MESH	12/27/2017	909.81
596175	ROCHESTER, LARRY NATHAN	12/27/2017	50.00
596176	ROMAINE ELECTRIC	12/27/2017	461.76
596177	ROWES TRACTOR LLC	12/27/2017	18.70
596178	ROYSTER, JANELL MARIA	12/27/2017	1,078.57
596179	RUPP-WILSON, KRISTI LYNN	12/27/2017	78.00
596180	RWC GROUP	12/27/2017	688.43

Check Nbr	Vendor Name	Check Date	Check Amount
596181	SAFeway INC	12/27/2017	1,118.14
596182	SCHETKY NORTHWEST SALES	12/27/2017	405.36
596183	SCHOOL ART MATERIALS	12/27/2017	44.10
596184	SCHOOL NUTRITION ASSOC	12/27/2017	35.00
596185	SCHOOL TECHNOLOGY ASSOC INC	12/27/2017	1,178.31
596186	SCHOOLS INSURANCE ASSOC OF WA	12/27/2017	629.58
596187	SCHROEDER, HEIDI S	12/27/2017	12.00
596188	SEARS, CYNTHIA W	12/27/2017	11.29
596189	SHERWIN WILLIAMS	12/27/2017	181.11
596190	SHIPOWICK-SMITH COUNSELING	12/27/2017	208.33
596191	SHORT, CHERYL	12/27/2017	208.33
596192	SIMMONS, DEBORAH L	12/27/2017	14.12
596193	SIMS, KELLY R	12/27/2017	54.04
596194	SKILLSOURCE	12/27/2017	45,077.23
596195	SLEEPER, TRACIE LYNN	12/27/2017	78.00
596196	SMITH, JODI	12/27/2017	1,153.06
596197	SOLUTION TREE LLC	12/27/2017	2,187.00
596198	SPRINGBROOK FARMS, INC	12/27/2017	6,499.14
596199	STANDARD PLUMBING AND HEATING	12/27/2017	1,559.08
596200	STANS MERRY MART	12/27/2017	1,379.88
596201	STANTON, SUZANNE M	12/27/2017	44.94
596202	STATE CHEMICAL MANUFACTURING	12/27/2017	239.02
596203	STEARNS, BEA	12/27/2017	72.00
596204	STERICYCLE COMM SOLUTIONS	12/27/2017	87.62
596205	STONEWAY ELECTRIC	12/27/2017	40.48
596206	STROZYK, PAULA M	12/27/2017	214.50
596207	STUBER, SI JAMES	12/27/2017	896.48
596208	SUPPLYWORKS	12/27/2017	6,815.94
596209	TACOMA SCREW PRODUCTS INC	12/27/2017	99.76
596210	TACONY CORPORATION	12/27/2017	1,655.12
596211	TAPEJUNGLE.COM	12/27/2017	24.33
596212	TAPIA-LEON, MARIA CATALINA	12/27/2017	33.09
596213	TEACHER CREATED RESOURCES	12/27/2017	28.13
596214	TEACHING STRATEGIES LLC	12/27/2017	453.00
596215	THACKERAY, ZANE	12/27/2017	90.00
596216	THINKWRITE TECHNOLOGIES LLC	12/27/2017	2,439.80
596217	THOMPSON, MITCHELL W	12/27/2017	10.57
596218	THRAPP, JULIE K	12/27/2017	37.21
596219	THYSSENKRUPP ELEVATOR INC	12/27/2017	3,069.37
596220	TOBII DYNAVOX LLC	12/27/2017	1,941.45
596221	TOTAL CARE	12/27/2017	4,230.00
596222	TOWN FORD	12/27/2017	85.63
596223	TROXELL COMMUNICATIONS	12/27/2017	10.82
596224	TRUCANO, NANCY	12/27/2017	3,372.50
596225	TUMWATER SCHOOL DIST#33	12/27/2017	300.00
596226	UMANA, JONATHAN R	12/27/2017	36.00
596227	US LINEN & UNIFORM INC	12/27/2017	2,789.31
596228	VALDEZ, EDWARD L	12/27/2017	65.01
596229	VALDEZ, SUSAN L	12/27/2017	46.66
596230	VALLEY TRACTOR	12/27/2017	84.98



Check Nbr	Vendor Name	Check Date	Check Amount
596231	VANDER SCHALIE, HOLLY	12/27/2017	900.00
596232	VOYAGER SOPRIS LEARNING INC	12/27/2017	118.70
596233	WA ST DEPT OF AGRICULTURE	12/27/2017	165.00
596234	WALLACE, MELANIE ANN	12/27/2017	11.00
596235	WAMOA	12/27/2017	185.00
596236	WASTE MANAGEMENT	12/27/2017	12,715.42
596237	WASWUG	12/27/2017	550.00
596238	WCP SOLUTIONS	12/27/2017	4,865.80
596239	WEINSTEIN BEVERAGE CO	12/27/2017	1,188.82
596240	WEN PETROLEUM CO	12/27/2017	161.59
596241	WEN SAND & GRAVEL	12/27/2017	139.30
596242	WEN SMART CHOICE P S TIRE FACT	12/27/2017	65.89
596243	WEN TRANSFER STATION	12/27/2017	238.77
596244	WEN VALLEY CHAMBER OF COMMERCE	12/27/2017	550.00
596245	WEN VALLEY HOSPITAL	12/27/2017	332.21
596246	WEN VALLEY SHUTTLE	12/27/2017	8,910.00
596247	WERA	12/27/2017	3,015.00
596248	WESCO PAINT & EQUIPMENT SUPPLY	12/27/2017	1,628.46
596249	WHEATLEY, JEREMY A	12/27/2017	1,317.88
596250	WHITE, WILLIAM J	12/27/2017	56.00
596251	WHITWORTH UNIVERSITY	12/27/2017	175.00
596252	WIEGAND, BRIGITTE M	12/27/2017	169.29
596253	WILBUR ELLIS COMPANY LLC	12/27/2017	428.83
596254	WILGUS, EMILY EUNJIN	12/27/2017	23.27
596255	WILLIAMS, TRAVIS	12/27/2017	33.42
596256	WIRTH, DEBRA	12/27/2017	203.91
596257	WMEA ALL-STATE	12/27/2017	110.00
596258	WMS AQUATICS	12/27/2017	2,426.23
596259	WOMENS RESOURCE CNTR OF NCW	12/27/2017	1,858.06
596260	WOOLSEY, JON MARK	12/27/2017	31.46
596261	WSD ADMIN IMPREST	12/27/2017	525.75
596262	WVC	12/27/2017	735.00
596263	YAKSUM ORCHARD	12/27/2017	402.00
596264	YANEZ, CARMEN L	12/27/2017	108.64
596265	ZAVALA, GUADALUPE	12/27/2017	669.00
596266	ZEHM, SHELLY R	12/27/2017	26.00
596267	ZEPEDA, MARIA D	12/27/2017	51.31
596268	BERRY & CO GENERAL CONTRACTORS	12/27/2017	128,391.87
596269	COMPUTER TECHNOLOGY LINK	12/27/2017	915.37
596270	GOODFELLOW BROS, INC	12/27/2017	69,071.20
596271	HILL INTL INC	12/27/2017	2,537.50
596272	KING COUNTY DIRECTORS ASSN	12/27/2017	14,236.75
596273	PIPKIN INC	12/27/2017	88,371.06
596274	PUD NO 1 OF CHELAN COUNTY	12/27/2017	1,700.00
596275	AMAZON CAPITAL SERVICES	12/27/2017	293.29
596276	APX STRENGTH INC	12/27/2017	400.00
596277	AWSP	12/27/2017	65.00
596278	BSN SPORTS	12/27/2017	1,138.00
596279	CAFFE D'ARTE	12/27/2017	218.42
596280	CASTRO, ALBERT	12/27/2017	200.00

Check Nbr	Vendor Name	Check Date	Check Amount
596281	CHELAN DOUGLAS HEALTH DIST	12/27/2017	184.00
596282	CHRISTENSEN, JENNIFER WYNAR	12/27/2017	125.55
596283	COSTCO HOUSEHOLD BANK FSB DO	12/27/2017	2,854.34
596284	DEMOULIN BROTHERS & COMPANY	12/27/2017	152.46
596285	FRED MEYER CUSTOMER CHARGES	12/27/2017	85.00
596286	GEAR UP SPORTS LLC	12/27/2017	341.89
596287	GREAT AMERICAN OPPORTUNITIES I	12/27/2017	15,059.11
596288	GROTHER, BRENT JOSEPH	12/27/2017	155.74
596289	HAGLUNDS TROPHIES	12/27/2017	48.78
596290	JVH TECHNICAL LLC	12/27/2017	117.85
596291	KING COUNTY DIRECTORS ASSN	12/27/2017	20.72
596292	LINK TRANSPORTATION	12/27/2017	302.50
596293	LOFTUS, PATRICK JOSEPH	12/27/2017	36.94
596294	MAKE A WISH FOUN OF WA & AK	12/27/2017	3,994.77
596295	MCCORMICK, DAWN MARIE TYACKE	12/27/2017	745.00
596296	MORRIS, CONNIE	12/27/2017	62.13
596297	NANCYS PARTY RENTALS INC	12/27/2017	58.54
596298	OFFICE DEPOT	12/27/2017	48.17
596299	PACIFIC WIRE INC	12/27/2017	221.71
596300	PARSONS PHOTOGRAPHY	12/27/2017	40.00
596301	PURE COUNTRY HARVEST LLC	12/27/2017	2,185.00
596302	RAMEY, BEN	12/27/2017	25.00
596303	SAFEWAY INC	12/27/2017	474.85
596304	SONGSMITH STRING INSTRUMENTS	12/27/2017	56.91
596305	SPRINGER, JOHN	12/27/2017	54.82
596306	UNIVERSAL CHEER ASSOC	12/27/2017	720.00
596307	WA ST FFA ASSOC/MEMBERSHIP	12/27/2017	1,035.00
596308	WEINSTEIN BEVERAGE CO	12/27/2017	180.00
596309	WEN RAQUET & ATHLETIC CLUB	12/27/2017	250.00
596310	WHS	12/27/2017	5.00
596311	WHS ASB IMPREST	12/27/2017	88.65
596312	WHS ASB ADVANCE TRAVEL	12/27/2017	1,093.00
596313	WMEA ALL-STATE	12/27/2017	110.00
596314	WSD	12/27/2017	1,275.80
596315	WSD 246	12/27/2017	1,512.00
596316	WSD FOOD SERVICES CATERING	12/27/2017	372.74

369 Computer Check(s) For a Total of 919,131.20

	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
	369	Computer	Checks For a Total of	919,131.20
Total For	369	Manual, Wire Tran,	ACH & Computer Checks	919,131.20
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	919,131.20

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-864.60	0.00	578,363.37	577,498.77
20	Capital Projects	0.00	0.00	305,223.75	305,223.75
40	Associated Stude	-9.52	0.00	36,418.20	36,408.68



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 596317 through 596384 totaling \$126,889.30

Capital Projects Fund

Check numbers

Associated Student Body Fund

Check numbers 596385 through 596392 totaling \$6,406.00

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.

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Signature of Auditing Officer

Date

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

As of January 9, 2018, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$133,295.30. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
Warrant Numbers 596317 through 596392, totaling \$133,295.30

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

Check Nbr	Vendor Name	Check Date	Check Amount
596317	95 PERCENT GROUP INC	01/10/2018	131.16
596318	AG SUPPLY COMPANY	01/10/2018	24.95
596319	AM HARDWARE	01/10/2018	1,728.98
596320	AMAZON CAPITAL SERVICES	01/10/2018	2,496.51
596321	AMERIGAS	01/10/2018	1,388.50
596322	AW REHN & ASSOC INC	01/10/2018	311.75
596323	BLYTH, RACHEL ANNE	01/10/2018	12.99
596324	BROWN, SARAH F	01/10/2018	937.00
596325	BSN SPORTS	01/10/2018	399.18
596326	CASCADE NATURAL GAS CORP	01/10/2018	24,141.05
596327	COMMUNITY GLASS	01/10/2018	105.36
596328	CONSOLIDATED ELECTRICAL DISTRI	01/10/2018	1,723.80
596329	CUMMINS INC	01/10/2018	392.41
596330	CUSTOMINK LLC	01/10/2018	557.10
596331	DISCOUNT TIRE	01/10/2018	782.31
596332	DON SANGSTER MOTORS INC	01/10/2018	473.79
596333	FRED MEYER CUSTOMER CHARGES	01/10/2018	237.81
596334	GLAZE BAKERY LLC	01/10/2018	58.94
596335	GLAZER'S CAMERA, INC	01/10/2018	323.90
596336	HOLLYWOOD LIGHTS, INC.	01/10/2018	1,345.72
596337	HOME DEPOT	01/10/2018	696.80
596338	INLAND FIRE PROTECTION INC	01/10/2018	285.66
596339	INLAND PIPE AND SUPPLY	01/10/2018	232.49
596340	JUNIOR LIBRARY GUILD	01/10/2018	723.13
596341	KELLER SUPPLY COMPANY	01/10/2018	160.34
596342	KING COUNTY DIRECTORS ASSN	01/10/2018	61.88
596343	LIQUIDS POWDERS & MACHINES	01/10/2018	62.85
596344	LOWES HOME IMPROVEMENT	01/10/2018	89.52
596345	MARTINEZ, BRANDY D	01/10/2018	937.00
596346	MCMASTER-CARR SUPPLY CO	01/10/2018	341.79
596347	MICRO COMPUTER SYSTEMS	01/10/2018	104.95
596348	NATIONAL ASSOC OF SCHOOL NURSE	01/10/2018	1,088.50
596349	NEOFUNDS BY NEOPOST	01/10/2018	500.00

Check Nbr	Vendor Name	Check Date	Check Amount
596350	NORTH CENTRAL ESD	01/10/2018	400.00
596351	NORTH COAST ELECTRIC	01/10/2018	126.63
596352	OFFICE DEPOT	01/10/2018	472.33
596353	OXARC	01/10/2018	200.21
596354	PACIFIC SECURITY	01/10/2018	4,340.00
596355	PC & MACEXCHANGE	01/10/2018	893.80
596356	PHELPS, THERESA J	01/10/2018	937.00
596357	PLATT ELECTRICAL SUPPLY	01/10/2018	696.48
596358	PRICHARD, LUCAS ROBERT	01/10/2018	117.33
596359	PUD NO 1 OF CHELAN COUNTY	01/10/2018	1,691.79
596360	RATH, KARLYN M	01/10/2018	773.00
596361	REALLY GOOD STUFF	01/10/2018	24.99
596362	RICOH USA, INC.	01/10/2018	11,310.43
596363	SCHOOLS INSURANCE ASSOC OF WA	01/10/2018	87.20
596364	SHERWIN WILLIAMS	01/10/2018	155.20
596365	SME SOLUTIONS LLC	01/10/2018	539.05
596366	SOLUTION TREE LLC	01/10/2018	3,300.00
596367	STANDARD PAINT	01/10/2018	69.26
596368	STANS MERRY MART	01/10/2018	382.49
596369	SUPPLYWORKS	01/10/2018	2,454.97
596370	THRIFTY SUPPLY CO	01/10/2018	139.06
596371	TOWN FORD	01/10/2018	6,732.27
596372	ULINE	01/10/2018	607.12
596373	US BANK CORPORATE PAYMENT SYST	01/10/2018	39,570.97
596374	VERIZON WIRELESS	01/10/2018	389.77
596375	VEX ROBOTICS, INC	01/10/2018	663.74
596376	VIRCO INC	01/10/2018	2,649.40
596377	WALLACE, MELANIE ANN	01/10/2018	572.18
596378	WALTERS, KAREN	01/10/2018	50.00
596379	WAXIE SANITARY SUPPLY	01/10/2018	349.92
596380	WEINSTEIN BEVERAGE CO	01/10/2018	48.59
596381	WEN SAND & GRAVEL	01/10/2018	42.64
596382	WEN VALLEY SHUTTLE	01/10/2018	2,000.00
596383	WEST MUSIC CO	01/10/2018	675.44
596384	WMS AQUATICS	01/10/2018	567.92
596385	BROOKLYN PUBLISHERS LLC	01/10/2018	64.25
596386	BSN SPORTS	01/10/2018	502.88
596387	DES MOINES SUPPLY COMPANY	01/10/2018	102.38
596388	FLORAFINDER LLC	01/10/2018	381.69
596389	ICICLE RIVER COMPANY	01/10/2018	7.59
596390	RICH CRIGLER DBM INC	01/10/2018	1,618.14
596391	US BANK CORPORATE PAYMENT SYST	01/10/2018	3,629.07
596392	WA ST FFA ASSOC/MEMBERSHIP	01/10/2018	100.00

76 Computer Check(s) For a Total of 133,295.30

	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
	76	Computer	Checks For a Total of	133,295.30
Total For	76	Manual, Wire Tran, ACH & Computer	Checks	133,295.30
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	133,295.30

## FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-1,242.32	0.00	128,131.62	126,889.30
40	Associated Stude	-31.78	0.00	6,437.78	6,406.00

## January 9, 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 Flones, 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?
12/11/17	Renewal	No	NCESD	Cost Reimbursement for WVTSC Teachers	\$950,000	9/1/17 - 8/31/18	Denise Watson	Les	No
					<b>Budget Code</b>				
					4500-27-7098-545				
12/15/17	Revision	Yes	OSPI	CCLC Grant to include 2nd graders at Lincoln	\$0	Upon approval to August 2020	Carolyn Griffin-Bugert	Karen	No
					<b>Budget Code</b>				
					N/A				
12/28/17	New	No	Premera	Health Insurance - Medical	0107-27-7100-106	11/1/17 - 10/31/18	Lisa Turner	Karen	No
					<b>Budget Code</b>				
					N/A				
12/28/17	New	No	Premera	Health Insurance - Vision	0107-27-7100-106	11/1/17 - 10/31/18	Lisa Turner	Karen	No
					<b>Budget Code</b>				
					N/A				
12/28/17	New	No	Premera	Health Insurance - Dental	0107-27-7100-106	11/1/17 - 10/31/18	Lisa Turner	Karen	Yes
					<b>Budget Code</b>				
					N/A				
					<b>Budget Code</b>				
					<b>Budget Code</b>				
					<b>Budget Code</b>				
					<b>Budget Code</b>				

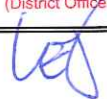


## Contract Coversheet (Non-Federal) Request Board Approval

Please submit this form with your unsigned contract to Denise Watson at least 3 weeks before the scheduled School Board meeting. Upon attorney review and approval (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?
12/11/17	Renewal	North Central Educational Service District	Reimbursement of all costs associated with providing Teachers for the Wenatchee Valley Technical Skills Center	\$950,000	9/1/17 - 8/31/18	<u>Denise Watson</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 7098 545	No	<u>DW</u> Initials <u>12/11/17</u> Today's Date	Yes	

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

Agency Name: NCESD  
 Attention: Barbara Nuxoll  
 Street address or PO Box: 430 Olds Station Road  
 City, State, Zip Code: Wenatchee, WA 98801  
 Email Address: \_\_\_\_\_  
 Phone Number: 509-665-2610 Fax 509-662-9027

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

If this is a revision, what changed?

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

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

Signature

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

Contract # 2017-275

Prepared by: Barb Nuxoll

**AGREEMENT FOR INTERAGENCY SERVICES  
BETWEEN**

Brian Flones, Superintendent  
Wenatchee School District  
PO Box 1767  
Wenatchee WA 98807-1767  
509-663-8161  
(Hereinafter referred to as Contracting Agency)

North Central Educational Service District 171  
(Hereinafter referred to as North Central ESD)  
430 Olds Station Road, Wenatchee, WA 98801  
  
(509) 665-2610 FAX (509) 662-9027

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

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

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

- A. General objective(s) of this contract shall be:  
For the 2017-18 school year, NCESD will contract with teachers for the Wenatchee Valley Technical Skills Center; charge \$17,000 Admin. Fee; and bill WSD on a monthly basis actual cost plus indirect cost.  
Wenatchee School District (WSD) will reimburse the ESD monthly; the Tech Center Director will be responsible for the day to day management, supervision and evaluation of Tech Center Employees; WSD will allow employees to participate in required and optional trainings that will benefit the Tech Center; WSD will provide email addresses to NCESD teachers; WSD will issue a purchase order.
- B. North Central ESD will complete any additional documents required by this contract.
- C. Following its approval by the authorized signatory for the Contracting Agency this agreement shall commence and be effective for the period beginning 9/1/17 and ending 8/31/18, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.

**DUTIES OF THE CONTRACTING AGENCY**

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

Contract Fees	Description of Service	Total
\$ 950,000.00	Reimbursement of all costs associated with providing teachers for the Wenatchee Valley Technical Skills Center. Based on actual costs incurred.	\$950,000.00

3204  
North Central ESD Budget Account Code

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

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

**Contracting Agency's Signature and Certification**

Linda McKay  
Assistant Superintendent October 27, 2017 | 8:34 AM PDT  
[Signature]  
North Central ESD Superintendent October 27, 2017 | 1:38 PM PDT

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

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

Federal Tax ID No. 91-0923400  
Business License No. UBI 600-087-495, State of Washington  
(See Sections XII and XIII on reverse for information on backup withholding certification and explanation of option to void.)

**I. PAYMENTS**

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

**II. PROHIBITION AGAINST ASSIGNMENT**

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

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

This section is intentionally left blank.

**IV. COPYRIGHT**

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

**V. INDEMNIFICATION**

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

**VI. MALPRACTICE INSURANCE**

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

**VII. TERMINATION**

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

**VIII. VERBAL AGREEMENTS**

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

**IX. APPLICABLE LAW**

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

**X. NONDISCRIMINATION**

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

**XI. BACKGROUND CHECKS**

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

**XII. CONFLICT OF INTEREST**

This section is intentionally left blank.

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

This section is intentionally left blank.

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

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

**XV. SIGNATURES**

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

Initial \_\_\_\_\_



AAAAACLAP2LP

AAAAACLAP2LP

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Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:

U.S. and Canada: +1 888 258 1788, +1 206 734 3204  
London: +44 330 822 0103  
Singapore: +65 3158 6507  
Australia: +61 284 172 358

From:	Brian Flones
Envelope Subject:	Please Sign Skills Center Contract 2017-18
Attachments to Fax:	
Envelope ID:	ebc44472-03ec-4dda-8116-159b02449c32
Sender Account Name:	North Central ESD
Number of Pages: (Including cover page)	_____

DocuSign Customer Support: <https://support.docusign.com>

Note:

Fax transmissions take approximately one minute per page faxed.  
This page may only be used once. If you would like to fax again, you must print a new cover page.

AAAAACLAP2LP

AAAAACLAP2LP

## "Federal" Contract Cover Sheet

### Request Board Approval



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

**All contracts require school board approval.**

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Reviewed by Les?	PO Required?	Attorney Review Required?
12/15/17	Revision	OSPI	Revise original 21st CCLC grant to include 2nd graders at Lincoln Elementary	\$0	Grant runs through August of 2020	Carolyn Griffin-Bugert	<input checked="" type="checkbox"/>	No	This is decided at the district office.
				Budget Code <i>program 5205 (grant)</i>		I have read this contract and recommend it for board approval. <i>CB</i> Initial <u>12/15/17</u> Date			

copy To: CBG

**Federally Funded Agreements for Professional Services:**

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

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

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

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

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

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

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

Agency Name Office of the Superintendent of Public Instruction  
 Attention: Heidi Schultz  
 Street address or PO Box Old Capitol Building, P.O. Box 47200  
 City, State, Zip Code Olympia, WA 98505  
 Email Address [heidi.schultz@k12.wa.us](mailto:heidi.schultz@k12.wa.us)  
 Phone Number \_\_\_\_\_

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

If this is a revision - what has changed?

This revision proposes to expand the students served at Lincoln to include 2nd graders.

Copy to Karen W. when complete

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

Signature

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

Our elementary school program data shows low academic outcomes for 5<sup>th</sup> graders in all four elementary programs (Cohorts 10 and 12). The most positive academic outcomes are for students in 3<sup>rd</sup> and 4<sup>th</sup> grades. We believe including the 2<sup>nd</sup> grade will result in higher academic outcomes.

4. **Implementation:** Discuss how the amendment will be implemented and how it is consistent with the goals and objectives of the grant.

If this amendment is approved, we will invite 2<sup>nd</sup> graders to join the program in January. They will be selected based on Dibels (reading) test scores, teacher and administrator recommendations.

5. **Budget Justification:**

- a. Provide a **detailed**/estimation break down of the cost associated with the amendment.

We will have the same attendance goals: 133 students served, 100 students attend 30+ days and 67 students attend 60+ days. There will be no change in the budget.

- b. Describe from which line item(s) funds will be shifted in order to accommodate the change.

This will not impact the budget.

6. Grant Amendments **must be signed** by the grant's Fiscal Agent, all Joint Applicants, Program Director, and Superintendent/CEO. This form will be used as the grant amendment cover sheet and **mailed to the address above**.

My signature below indicates that I have read and approved the amended changes being made to the most recently approved grant application.

\_\_\_\_\_  
Signature of Fiscal Agent or Authorized Designee

\_\_\_\_\_  
Date

*see attached e-mail*

\_\_\_\_\_  
Signature of Joint Applicant or Authorized Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Applicant or Authorized Designee

\_\_\_\_\_  
Date

*Carol G. Bugant*  
\_\_\_\_\_  
21<sup>st</sup> CCLC Program Director

*12/6/17*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent /CEO

\_\_\_\_\_  
Date

Our elementary school program data shows low academic outcomes for 5<sup>th</sup> graders in all four elementary programs (Cohorts 10 and 12). The most positive academic outcomes are for students in 3<sup>rd</sup> and 4<sup>th</sup> grades. We believe including the 2<sup>nd</sup> grade will result in higher academic outcomes.

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\_\_\_\_\_  
Signature of Fiscal Agent or Authorized Designee

\_\_\_\_\_  
Date

see attached e-mail  
\_\_\_\_\_  
Signature of Joint Applicant or Authorized Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Applicant or Authorized Designee

\_\_\_\_\_  
Date

Carol G. Bugant  
\_\_\_\_\_  
21<sup>st</sup> CCLC Program Director

12/6/17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent /CEO

\_\_\_\_\_  
Date

OSPI Action:  Approved  Disapproved

*21<sup>st</sup> CCLC Program Manager:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Staff Approvals:* \_\_\_\_\_





Carolyn Griffin-Bugert <griffin-bugert.c@wenatcheeschools.org>

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## Grant revision

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**Theresa Samuelsen** <campfirencw@gmail.com>

Tue, Dec 12, 2017 at 1:09 PM

To: Carolyn Griffin-Bugert <griffin-bugert.c@wenatcheeschools.org>

Hi,

Please accept this email as a statement agreeing with the grant revision to include 2nd graders at Lincoln to the after-school program.

I am dealing with a family emergency and I do not have access to a printer to print a form, sign it, and scan it to email.

Thank you,

Theresa Samuelsen

Executive Director

Camp Fire NCW

Sent from my iPhone

[Quoted text hidden]

Brian and Les:

The attached is an amendment to the Cohort 12 grant. Lincoln Elementary would like to include 2<sup>nd</sup> graders as part of the Extended Learning Program (After School Program).

It does not impact the budget nor the goals.

I have attached an electronic signature from Theresa Samuelson, our community partner from CampFire.

Please sign and return to me via Nancy McGuire.

Thanks!




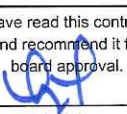

Carolyn Griffin-Bugert

## 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 Fiones, 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?
12/28/17	New	Premera	Health Insurance-Medical	\$0	11/1/17-10/31/18	<u>Lisa Turner</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?	
				N/A	No	 Initials <u>12-27-17</u> Today's Date		
				N/A				Decided at DO

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

Agency Name: Return to Kelly Lopez  
 Attention: \_\_\_\_\_  
 Street address or PO Box: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

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

**Contract Details (Give a brief description of the contract):**  
 If this is a revision, what changed?

Medical insurance final contact with Premera- All employees other than Certificated Staff.

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

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

**GROUP HEALTH BENEFIT PLAN CONTRACT**

for

**Wenatchee School District**

235 Sunset Ave

Wenatchee, WA 98801

(herein referred to as the Group)

Premera Blue Cross, an independent licensee of the Blue Cross Blue Shield Association, agrees to provide the benefits described in this Contract for eligible employees of the Group and their eligible dependents who are enrolled for coverage under this Contract, provided that the Group is a large employer, as defined on the next page of the Contract, remains actively engaged in business and requirements are met that would otherwise provide grounds for termination as stated in "Contract Termination" in the benefit booklet or booklets. All benefits of this Contract are subject to the terms and conditions stated herein and any endorsements or riders included or issued thereafter.

The Group Health Benefit Plan delegates its authority to Premera Blue Cross to administer the routine operation of the plan. As part of this function, Premera Blue Cross must use its expertise and judgment to reasonably construe the terms of this coverage and apply the terms of the contract for making decisions in specific eligibility, benefits and claims situations.

This Contract is valid on the effective date indicated below only when signed by an officer of Premera Blue Cross. Payment of the subscription charges indicates that the Group accepts this Contract.

Any existing group contract or agreement between the Group and Premera Blue Cross that is being replaced by this Contract is terminated when this one becomes effective.

GROUP NUMBER	4012254
CONTRACT EFFECTIVE DATE	November 1, 2017
CONTRACT ANNIVERSARY DATE	November 1, 2018
SUBSCRIPTION CHARGE DUE DATE	first of each month
STATE IN WHICH GROUP IS LOCATED	Washington



Signed:

**Jeffrey Roe**

Title:

President and Chief Executive Officer

Premera Blue Cross

Date:

Date: November 1, 2017

40122541117MEA

## **STANDARD PROVISIONS**

### **LARGE EMPLOYER**

A large employer is an employer that employed an average of at least 51 common law employees on business days during the preceding calendar year and that employs at least 51 employees on the first day of the current Contract Term.

In the case of an employer that was not in existence throughout the preceding calendar year, the determination of whether the employer is a large employer will be based on the average number of employees that it is reasonably expected the employer will employ on business days in the current calendar year.

### **CONTRACT**

The entire Contract between the Group and Premera Blue Cross consists of all of the following:

- The face page (page 1) and "Standard Provisions"
- The attached benefit booklet(s)
- The Group's signed application which is kept on file with Premera Blue Cross (a copy is available upon request)
- The Funding Arrangement Agreement (Exhibit A) between the Group and Premera Blue Cross
- All attachments, endorsements and riders included or issued hereafter

No agent or representative of Premera Blue Cross or any other entity is authorized to make any changes, additions or deletions to this Contract or to waive any provision of this Contract. Changes, alterations, additions or exclusions can only be done over the signature of an officer of Premera Blue Cross.

### **NOTICE**

Any notice Premera Blue Cross is required to submit to the Group or subscriber will be considered to be delivered if it's mailed to the Group or subscriber at the most recent address appearing on Premera Blue Cross's records. Premera Blue Cross use the date of the postmark in determining the date of the notification. If the Group is required to submit notice to Premera Blue Cross, it will be considered delivered 3 days after the postmark date, or if not postmarked, the date Premera Blue Cross receives it.

### **CONTRACT TERM AND RENEWAL**

The initial Contract Term begins on the Contract's effective date and continues to the contract anniversary date, unless terminated in accordance with the terms of the Contract. If not so terminated, the Contract is kept in force during the initial Term by the Group's payment of required subscription charges when due.

After the initial Contract Term, this Contract will continue in force on a month-to-month basis by the Group's payment of required subscription charges when due, unless it's changed or terminated in accordance with the Contract change and termination provisions stated elsewhere in this Contract.

### **FUNDING ARRANGEMENT AGREEMENT (EXHIBIT A)**

The subscription charges and related provisions are set forth in the Funding Arrangement Agreement (Exhibit A) between the Group and Premera Blue Cross, which is attached to and made part of this Contract.

### **DOMESTIC PARTNERSHIP**

If all requirements below are met, all rights and benefits afforded to a "spouse" under this plan will also be afforded to an eligible domestic partner. In determining benefits for domestic partners and their children under this program, the term "establishment of the domestic partnership" shall be used in place of "marriage"; the term "termination of the domestic partnership" shall be used in place of "legal separation" and "divorce."

Domestic partners and their children are eligible if the subscriber and domestic partner either 1) meet all the requirements of any applicable governing law or regulation (such as having the partnership documented in a state domestic partner registry), or 2) complete an "Affidavit of Domestic Partnership" showing that all of the requirements listed below are met:

- They currently share the same regular and permanent residence
- They have a close personal relationship
- They are jointly responsible for "basic living expenses," as defined below
- They are not married to anyone

- They are each eighteen (18) years of age or older
- They are not related by blood closer than would bar marriage in the State of Washington
- They were mentally competent to consent to contract when their domestic partnership began
- They are each other's sole domestic partner and are responsible for each other's common welfare

"Basic living expenses" means the cost of basic food, shelter, and any other expenses of a domestic partner. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

### **Exceptions**

Premera Blue Cross Underwriting Department must approve any changes to the above affidavit criteria, or any group-specific domestic partner requirements. Premera Blue Cross approval is not intended to certify compliance with federal and state nondiscrimination laws and should not be construed as such.

### **CONTRACT MODIFICATIONS**

In addition to the modification provisions stated in the Funding Arrangement Agreement (Exhibit A), Premera Blue Cross may modify the subscription charges, benefits, or any other provisions of this Contract by giving 30 days' advance written notice to the Group prior to the end of the Contract term.

The Group may reject the modification by written notice delivered to Premera Blue Cross at least 15 days before the modification is to take effect. Rejection of a modification will terminate the Contract on the last date for which subscription charges were paid. If notice is not given to Premera Blue Cross by the Group by the required time, the Contract will be renewed as modified, provided all required subscription charges are paid when due.

Any contract modifications requested by the Group and agreed to by Premera Blue Cross will become effective on the Group's Contract effective date that coincides with or next follows the date of the request. For delivery timeliness, please see "Notice" earlier in this document.

### **OUT-OF-AREA CARE**

As a enrollee of the Blue Cross Blue Shield Association ("BCBSA"), Premera Blue Cross has arrangements with other Blue Cross and Blue Shield Licensees ("Host Blues") for enrollees' care outside Premera Blue Cross service area. These arrangements are called "Inter-Plan Arrangements." Inter-Plan Arrangements follow the rules and process set by BCBSA. A enrollee's receiving care through these Inter-Plan Arrangements does not change covered benefits, benefit levels, or any stated eligibility requirements of this plan.

The BlueCard<sup>®</sup> Program is the Inter-Plan Arrangement that applies to most claims from Host Blues' network providers. The Host Blue is responsible for such services as contracting and handling all interactions with its network providers. Premera Blue Cross remains responsible for Premera Blue Cross other duties under the Contract. Other Inter-Plan Arrangements apply to providers that are not in the Host Blues' networks (non-contracted providers). This Out-Of-Area Care section explains how the plan pays both types of providers.

Premera Blue Cross processes claims for the Prescription Drugs benefit directly, not through an Inter-Plan Arrangement.

### **BlueCard Program**

Except for copays, Premera Blue Cross will base the amount enrollees must pay for claims from Host Blues' network providers on the lower of the provider's billed charge for the covered services or the allowable charge that the Host Blue made available to Premera Blue Cross.

Host Blues determine allowable charges for covered services, which are reflected in the terms of their network provider contracts. The allowable charge can be one of the following:

- An actual price. An actual price is a negotiated amount passed to Premera Blue Cross without any other increases or decreases.
- An estimated price. An estimated price is a negotiated price that is reduced or increased to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives.
- An average price. An average price is a percentage of billed charges for the covered services representing the aggregate payments that the Host Blue negotiated with all of its network providers or with its network providers in the same or similar class. It may also include the same types of claim- and non-claim-related transactions as

an estimated price.

Host Blues using either an estimated price or an average price may increase or reduce such prices prospectively to reflect additional amounts or credits for claims already paid or expected to be paid to providers or refunds received or expected to be received from providers. However, the BlueCard Program requires that the Host Blue's allowable charge for a claim is final for that claim; no future price adjustment will change the pricing of past claims. We take into account the various pricing methods used by Host Blues in determining subscription charges for our plans.

**Clark County Providers** Services in Clark County, Washington are processed through BlueCard. However, some providers in Clark County do have contracts with us. These providers will submit claims directly to us, and benefits will be based on our allowable charge for the covered service or supply.

**Value-Based Programs** Enrollees might get covered services from providers that participate in a Host Blue's value-based program (VBP). Value-based programs focus on meeting standards for treatment outcomes, cost and quality, and for coordinating care when the enrollee is seeing more than one provider. The Host Blue may pay VBP providers for meeting the above standards. We may include a factor in the subscription charges for this plan to cover charges by Host Blues for their VBP payments.

### **Taxes, Surcharges, and Fees**

In some cases, a law or regulation may require that a surcharge, tax or other fee be applied to claims under this plan. When this occurs, we will include that surcharge, tax or fee as a claims cost in our subscription charge calculations.

### **Non-Contracted Providers**

When covered services are provided outside our service area by providers that do not have a contract with the Host Blue, the allowable charge will generally be based on either our allowable charge for these providers or the pricing requirements under applicable law. ~~Enrollees are responsible for the difference between the amount that the non-contracted provider bills and this plan's payment for the covered services.~~ Please see the definition of "Allowed Charge" in "Definitions" in the benefit booklet for details on allowable charges.

### **BlueCard Worldwide® Program**

If enrollees are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (the "BlueCard service area"), they may be able to take advantage of BlueCard Worldwide. BlueCard Worldwide is unlike the BlueCard Program in the BlueCard service area in certain ways. For instance, although BlueCard Worldwide helps enrollees access a provider network, enrollees will typically have to pay the provider and submit the claims themselves to get reimbursement for covered services. However, if enrollees need hospital inpatient care, the BlueCard Worldwide Service Center can often direct them to hospitals that will not require enrollees to pay in full at the time of service. In such cases, these hospitals will also submit the enrollee's claims to BlueCard Worldwide.

## **RECORDS MAINTENANCE**

The Group shall maintain such books and records supporting the activities required by this Contract, and submit such information to Premera Blue Cross as may be required by Premera Blue Cross and as may be necessary for compliance with the applicable provisions of state and federal laws and regulations. Such books and records shall be maintained in accordance with the general standards applicable to such book or record keeping and shall be maintained for a term of at least 11 years, and such obligations shall not terminate upon termination of this Contract. Premera Blue Cross has the right to request, inspect, or audit the Group's records at any reasonable time during regular business hours.

## **CONFIDENTIALITY OF ENROLLEE INFORMATION**

The parties acknowledge that Premera Blue Cross is subject or will be subject to various federal and state privacy laws that may prohibit, limit, or otherwise restrict its ability to disclose to the Group any protected personal information, including, but not limited to, individually identifiable health information.

## **MEMBERSHIP ADMINISTRATION**

The Group shall provide Premera Blue Cross with an initial list of subscribers and their dependents and notify Premera Blue Cross of changes no less often than monthly. All eligibility updates must be provided in a file format that Premera Blue Cross and the Group agree upon in advance; examples are copies of enrollment forms, standard transaction 834 or sales spreadsheets. Any changes to the agreed file format must also be agreed upon

in advance by Premera Blue Cross and the Group. Eligibility information not provided to Premera Blue Cross at least 7 business days before the Group's scheduled monthly billing date may not be reflected on that bill.

The membership change detail provided must clearly and fully identify the applicable group, subgroup, subscriber and enrollee, describe the change, and show the date the change is to take effect.

## **PAYMENT ADMINISTRATION**

During the Contract Term, Premera Blue Cross will bill the Group each month based upon the eligibility information provided as stated in "Membership Administration" above. The Group shall be liable for, and shall pay to Premera Blue Cross on or before the first day of each month, an amount equal to the total of the monthly rate on behalf of the enrollees named on the updated eligibility list.

All payments must include all the payment detail data listed in the Quick Reference Guide for Plan Administrators, which standards are hereby incorporated into this Contract by reference. The payment detail data must clearly and fully identify the applicable group, subgroup, subscriber, enrollee, and the period that the payment is for. Payment information not already reflected on Premera Blue Cross's bill must include all the standard detail data in a file format that Premera Blue Cross and the Group agree upon in advance. Any changes to the file format must also be agreed upon by Premera Blue Cross and the Group in advance.

All payments must include all the payment detail data listed in the Quick Reference Guide for Plan Administrators, which standards are hereby incorporated into this Contract by reference. Payment information not already reflected on Premera Blue Cross bill must include all the standard detail data in a file format that Premera Blue Cross and the Group agree upon in advance. Any changes to the file format must also be agreed upon by Premera Blue Cross and the Group in advance.

## **DELEGATION**

The Group has the right to delegate some or all of its administrative duties under this Contract to a third party administrator. Notwithstanding such delegation, the Group shall remain responsible to give Premera Blue Cross the required information. The Group must give Premera Blue Cross contact information for the Group's third party administrator and inform Premera Blue Cross of the scope of that administrator's duties relative to this Contract. The Group agrees to be responsible for the cooperation of its third party administrator with the membership and payment administration requirements of this Contract and any other requirements of this Contract that the third party administrator will be performing on behalf of the Group.

## **RETROACTIVE CHANGES TO ENROLLMENT**

Requests by the Group for retroactive changes to enrollment or termination shall be limited as follows:

**Enrollment:** Retroactive enrollment of otherwise eligible enrollees shall be limited to the most recent of 2 dates:

- The date the enrollee's coverage would have been validly in force; or
- The first day of the second full calendar month preceding the date Premera Blue Cross receives the request for retroactive enrollment.

**Termination:** Retroactive termination of coverage for eligible enrollees, when allowed by law, shall be limited to the most recent of 2 dates:

- The date the enrollee's coverage would have been terminated.
- The first day of the second full calendar month preceding the date Premera Blue Cross the request for retroactive termination.

Retroactive enrollments and terminations will be subject to appropriate subscription charge adjustments.

The Group is solely responsible for ensuring enrollment information provided to Premera Blue Cross by the Group or its delegates is accurate and in compliance with all federal and state requirements, including those under the Affordable Care Act. The Group will indemnify, defend and hold Premera Blue Cross harmless for any claims, damages, judgments and expenses (including attorney's fees) based on or arising out of, directly or indirectly, any inaccurate or non-compliant eligibility information provided to Premera Blue Cross by the Group or its delegates.

If the Group is subject to COBRA, Premera Blue Cross has the right to make exceptions for COBRA enrollments and disenrollments as stated under the COBRA provisions of this Contract.

## **COMPLIANCE WITH LAW**

The Group shall comply fully with all applicable state, federal and local laws and regulations, including notice and disclosure requirements, in carrying out its responsibilities under the Contract. These include, but are not limited



to, compliance with the Affordable Care Act (including any applicable requirements for distribution of any medical loss ratio rebates and actuarial value requirements), Internal Revenue Code, the Employee Retirement Income Security Act of 1974 (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Family and Medical Leave Act of 1993 (FMLA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA), and law and regulations governing the treatment and benefits of enrollees covered by Medicare.

- The Group agrees to provide notification required by HIPAA to all eligible employees before their enrollment.
  - The Group agrees to provide Premera Blue Cross the following information required by the MMSEA:
    - Employer Tax Identification Number (TIN/EIN);
    - Social Security Numbers (SSNs) of all covered individuals (employees and dependents); and
    - Medicare Health Insurance Claim Numbers (HICNs) for all Medicare entitled individuals.
  - The Group also agrees to notify Premera Blue Cross promptly if the Group experiences an increase in "total employee count," defined below, that would change the order of liability from Medicare primary to Medicare secondary according to the following guidelines.
    - Working Aged Medicare Beneficiaries\*. For enrollees that are also covered by Medicare based solely on their age, Medicare is the primary payer to the group health plan if the Group did not employ 20 or more "total employees" for each working day in each of 20 or more calendar weeks in either the current or preceding calendar year. For all other groups, Medicare pays secondary to the group health plan.
    - Disabled Medicare Beneficiaries\*. For enrollees that are also covered by Medicare based solely on disability other than End Stage Renal Disease, Medicare is the primary payer to the group health plan if the Group did not employ more than 100 employees on 50% or more of its working days in the preceding calendar year. For all other groups, Medicare pays secondary to the group health plan.
- \* When determining the "total employee count," include all full-time and part-time employees, as well as those employees on disability and subject to FICA taxes. Also, count leased employees if they would be counted as employees under §414(n)(2) of the Internal Revenue Code (IRC), and count employees employed by an "affiliated service group" under IRC §414(m) or by employers considered to be a "single employer" under IRC §52(a) or (b).
- The Group agrees to comply with the Medicare Prescription Improvement and Modernization Act of 2004 (MMA). MMA requires groups that provide prescription drug coverage to Medicare eligible individuals to provide Medicare Part D Creditable Coverage Notices, and report creditable coverage status to the Center for Medicare and Medicaid Services (CMS).
  - If the Group has a grandfathered plan, the Group must maintain records that will document the terms and limitations of its grandfathered plan that existed on March 23, 2010. The Group must also maintain any other documents needed to confirm, explain, or clarify the plans' grandfathered status. The Group must maintain this documentation for as long as the Group takes the position that the plan is grandfathered. The Group must make its documentation available to Premera Blue Cross, an enrollee, or a state or Federal agency upon request. If the Group no longer believes its plan to be grandfathered, or if it is found not to be grandfathered by a State or Federal agency, the Group must notify Premera Blue Cross as soon as practicable. The group will indemnify, defend, and hold Premera Blue Cross harmless for any claims, damages, judgments and expenses (including attorney's fees) based on or arising out of, directly or indirectly, the Group's determination of its grandfathered status.

For delivery timeliness of notices to Premera Blue Cross, please see "Notice" earlier in this document.

### **INACCURATE AND UNAPPROVED DESCRIPTIVE MATERIALS**

The Group will indemnify, defend and hold Premera Blue Cross harmless for any claims, damages, judgments and expenses (including attorney's fees) based on or arising out of, directly or indirectly, descriptive materials written, created, designed or printed by the Group, or on the Group's behalf by any third party when such descriptive materials are used without prior approval Premera Blue Cross, and/or inaccurately reflect any of the terms, conditions, and/or provisions of this contract.

The term "descriptive materials" includes, without limitation, any type of circular, leaflet, booklet, summary, handbook, letter or form that describes in whole or in part any of the terms, conditions and/or provisions of this Contract.

### **COBRA**

As directed by the Federal Consolidated Omnibus Budget Reconciliation Act of 1985, (referred to in this Contract

as "COBRA"), most employers with 20 or more employees must offer enrollees who meet COBRA's "qualified beneficiary" criteria an election to continue their group coverage. The Group is responsible to determine if it's required to comply with COBRA at the time of initial application and renewal of this Contract.

The Group must fulfill all the obligations and responsibilities regarding continued coverage that are assigned by COBRA to the employer, plan sponsor or administrator, and to the "group health plan." Premera Blue Cross is not the COBRA plan administrator, and Premera Blue Cross's actions pertaining to COBRA continued coverage won't be construed as relieving the Group of responsibility under COBRA. Nothing contained herein is intended to serve as legal advice. The Group should consult legal advisors as to the scope and applicability of COBRA.

The COBRA provisions outlined in the employee benefit booklet are a summarization of the requirements of the COBRA law. If there's a discrepancy between this summary and federal law, federal law will prevail.

When requested by the Group, Premera Blue Cross will provide continued coverage under this Contract, but only to the extent that members are entitled to continue group coverage under the COBRA law, and only to the extent required by the COBRA law. In addition, all the requirements listed below must be met in order for the plan to provide COBRA coverage:

- The Group is subject to COBRA on the date of the qualifying event. If the Group was not subject to COBRA on the effective date of this Contract, the Group must notify Premera Blue Cross as soon as possible if it will become subject to COBRA on the next January 1. If the Group's workforce shrinks during the calendar year, the Group must also notify Premera Blue Cross as soon as possible that it will no longer be subject to COBRA on the next January 1.
- The Group complies with all the requirements assigned by COBRA to the employer, plan sponsor, plan administrator or group health plan that pertain to that qualified beneficiary. This includes all of COBRA's notice requirements and the time limits set by COBRA for each. If the Group appoints a third party to perform COBRA notices or other administrative tasks, that party's failure to meet COBRA's standards will be deemed a failure of the Group.
- The qualified beneficiary elects and pays for COBRA within the time limits set by COBRA, and the application and required subscription charges are submitted to Premera Blue Cross with the Group's next billing.
- The required subscription charges continue to be paid when due or within the 30-day COBRA grace period. The Group must submit qualified beneficiaries' subscription charges with its regular monthly subscription charge payment.
- This Contract remains in force. The Group acknowledges that even after this Contract is terminated, COBRA may require the Group to offer continuation unless the Group ceased to offer group health care coverage to any employee.

The Group will terminate the coverage for any qualified beneficiary who doesn't elect COBRA continuation.

## **LABOR DISPUTE**

Washington State law requires that if a subscriber's compensation is suspended or terminated, directly or indirectly, due to a strike, lockout, or other labor dispute, that subscriber must be allowed to pay the subscription charges due to keep the coverage under this plan in force for himself or herself and his or her enrolled dependents for up to six months.

The Group must send written notice of this right immediately to each affected subscriber at the most recent address the Group has for him or her. The Group is responsible for receiving the subscription charges for this interim coverage and remitting them to Premera Blue Cross with its payment for the same period of coverage for active subscribers.

The Group must notify Premera Blue Cross of the labor dispute as far in advance as possible. For delivery timeliness, please see "Notice" earlier in this document.

## **INDEPENDENT CORPORATION**

The Group hereby expressly acknowledges, on behalf of itself and all of its eligible employees and their eligible dependents, its understanding that the Contract constitutes a contract solely between the Group and Premera Blue Cross. Premera Blue Cross is an independent corporation operating under a license with the Blue Cross Blue Shield Association, an association of independent Blue Cross Blue Shield Licensees (the "Association"). The Group expressly acknowledges that Premera Blue Cross is not contracting as the agent of the Association and that the Association has no obligation under the Contract. The Association permits Premera Blue Cross, as a Licensee, to use its Service Marks as follows:

- The Blue Cross Service Mark in the States of Washington and Alaska
- The Blue Shield Service Mark in the State of Alaska

The Group further acknowledges and agrees that it has not entered into the Contract based upon representations by any person other than Premera Blue Cross, and that no person, entity or organization other than Premera Blue Cross shall be held accountable or liable to the Group for any of Premera Blue Cross obligations to the Group created under the Group Contract. This provision shall not create any additional obligations whatsoever on Premera Blue Cross's part other than those obligations created under other provisions of the Contract.

#### **RIGHTS OF ASSIGNMENT**

- Notwithstanding any other provision in this Contract, and subject to any limitations of state or federal law, in the event that Premera Blue Cross merges or consolidates with another corporation or entity, or does business under another name or jointly with another entity, or transfers this Contract to another corporation or entity, this Contract shall remain in full force and effect in accordance with its terms, and bind the Group and the successor corporation or other entity. In such event, Premera Blue Cross guarantees that all Premera Blue Cross obligations under this Contract will be performed by the successor entity.
- No assignment of the Group's interest hereunder may be made without Premera Blue Cross prior written consent and any such assignment shall be void.

#### **SEVERABILITY, CONSTRUCTION AND INTERPRETATION**

This Contract and any questions concerning the validity, construction, interpretation, and enforcement of this Contract or the benefits provided herein shall be governed by the laws of the State of Washington, except to the extent pre-empted by federal law.

Should any part, term or provision of this Contract be held by the courts to be illegal or in conflict with any law of the State of Washington, the validity of the remaining portion shall not be affected.

#### **TRADEMARK**

We reserve the right to, the control of, and the use of the words "Premera Blue Cross, Premera Blue Cross Blue Shield of Alaska and all symbols, trademarks and service marks existing or hereafter established. The Group shall not use such words, symbols, trademarks or service marks in advertising, promotional materials, materials supplied to enrollees or otherwise without Premera Blue Cross's prior written consent which shall not be unreasonably withheld.

**EXHIBIT A**  
**LARGE GROUP FULLY INSURED FUNDING ARRANGEMENT AGREEMENT**  
**to the Group Health Benefit Plan Contract ("the Contract") between**

**PREMERA BLUE CROSS**  
**AND**  
**WENATCHEE SCHOOL DISTRICT**

**Effective: November 1, 2017 through October 31, 2018**

All participating employers and segmented employers who are members of the Group shall be treated as one entity for purposes of this Contract, including the establishment of Contractual Rates, billing, and calculation of late charges.

**I. DEFINITIONS**

In addition to the definitions in the "Definitions" section of the benefit booklet(s), the following definitions apply:

**Contractual Rate**

The term "Contractual Rate" means the monthly subscription charges set forth as such in Attachment A for the Contract Term.

**Contractual Revenue**

The term "Contractual Revenue" means the total of the Contractual Rate for each rate classification multiplied by the number of employees in each such classification for each month in the Contract Term. Contractual Revenue does not include Customization Fees, if such fees are charged for this Plan.

**Contribution and Participation Requirements**

The term "Contribution Requirement" means the percentage or dollar amount contribution the employer will make toward the cost of employee and/or dependent coverage. The term "Participation Requirement" means the minimum percentage or number of employees and/or dependents that must be enrolled under the Plan. The Contribution and Participation Requirements are set forth in the Attachment A.

**Customization Fee**

The term "Customization Fee" means the fee that applies if the Group requests either of the following:

1. A Plan benefit configuration that Premera Blue Cross has determined to be nonstandard for the plan type and was not filed as standard with the state regulators for that reason.
2. An off-anniversary benefit change, regardless of whether the desired benefit is standard for the plan type. The Customization Fee for each off-anniversary change shall be \$2,000. Any changes in benefits made off-anniversary must be in compliance with state and federal law.

For purposes of Customization Fees, "benefits" include eligibility, termination, continuation and benefit payment provisions, benefit terms, limitations, and exclusions, funding arrangement changes, and any other standard provisions of the Plan. Fees are computed based on current administrative costs to implement and administer the benefit.

Customization Fees assessed on this Plan as of its effective date are set forth in Attachment A. Off-anniversary Customization Fees, if any, will be invoiced separately to the Group.

## Due Date

The day of the month upon which subscription charge payments are due. The Due Date is shown on the face page of this Contract.

## Grace Period

The term "Grace Period" means the period of time (see Attachment A) from the Due Date during which the Group may make the required payment and the Contract will not be terminated for nonpayment.

## **II. CONTRACTUAL RATES (MONTHLY SUBSCRIPTION CHARGES)**

### A. Contractual Rates

The monthly Contractual Rates for the Contract Term are set forth in Attachment A.

### B. Adjustments to Contractual Rates

The Contractual Rates set forth in II.A. above will remain in effect until the end of the Contract Term, and during any extension thereof granted by Premera Blue Cross, or until the Contract is terminated, if earlier. During the period for which this guarantee is effective, Premera Blue Cross agrees to accept payment of these subscription charges as payment in full for the current level of benefits provided under this Contract. However, Premera Blue Cross reserves the right to revise current subscription charges at any time during the Contract Term if either of the following occurs:

1. Should any federal, state or local authority mandate a change in benefits, eligibility or procedure or impose or change a tax or assessment on Premera Blue Cross or the Plan during the Contract Term or any extension of the Contract Term, whether by statute, regulation, interpretation or otherwise. Premera Blue Cross may increase the Contractual Rates set forth in Attachment A, as of the date specified in Premera Blue Cross's notice to the Group or its agent.
2. Premera Blue Cross may increase the Contractual Rates during the Contract Term by giving thirty (30) days advance written notice to the Group or its agent, if Premera Blue Cross determines that the basis upon which Premera Blue Cross assumed the risk is materially changed for any reason. Examples of material changes that may require re-rating are:
  - a. A benefit change requested by the Group.
  - b. A fluctuation of ten (10) percent or more in the number of Members as set forth on the census information included in Attachment A which is herein incorporated by reference and made a part of this Contract.
  - c. A change in the amount of the employer's contribution on behalf of each Member.
  - d. Fraud or intentionally false or misleading medical or other information
  - e. A change in procedure agreed to by the Group and Premera Blue Cross including any change in Premera Blue Cross's reporting requirements.
  - f. A change in the Group's health care plans and/or carriers from those set forth in Attachment A.
  - g. The addition of Members, with Premera Blue Cross's prior approval, who live outside Washington and Alaska.
  - h. The addition of a dual, triple, or multiple choice option or a change in the plan choices offered by a dual, triple or multiple choice group.
  - i. A change in the third-party administrator, if any, used by the Group with respect to the benefits provided under this Contract. The Group will provide Premera Blue Cross no less than one hundred and twenty (120) days' advance written notice of any such change.Any such revision to current subscription charges will take effect on the date specified in the notice. For delivery timeliness, see "Notice" in "Standard Provisions."
3. Premera Blue Cross may adjust the Contractual Rates during the Contract Term by giving thirty (30) days advance written notice to the Group or its agent, if the Group agrees with Premera Blue Cross that the Contractual Rates are based in whole or in part upon a mistake that materially impacts such rates.

### **III. PAYMENTS**

#### **A. Monthly Payments**

No benefits are payable for expenses incurred on any date for which subscription charges are not paid. The Group is liable for all subscription charges covering any period of time that this Contract remains in force.

During the Contract Term, Premera Blue Cross will bill the Group based upon the previous month's eligibility. The Group shall provide Premera Blue Cross with updated eligibility information. The Group shall be liable for, and shall pay to Premera Blue Cross on or before the first day of each month, an amount equal to the total of the monthly Contractual Rates on behalf of the Members included on the updated eligibility list. The Contractual Rate amounts is shown in Attachment A.

#### **B. Late Payments**

A Grace Period (see Attachment A) after the Due Date shall be allowed to the Group for payment of the monthly Contractual Rates. If Premera Blue Cross does not receive payment by the end of the Grace Period, the Contract may automatically terminate on the Due Date. No benefits will be paid for otherwise eligible expenses incurred on any day for which payment has not been made. If a partial payment has been received, Premera Blue Cross may, at its discretion, return the payment or provide benefits for those Members for whom payment has been made. Acceptance by Premera Blue Cross of late or partial payment shall not be construed as a waiver of Premera Blue Cross's right to demand timely payment or to terminate this Contract for nonpayment.

#### **C. Late Charges**

Premera Blue Cross reserves the right to invoke the provision below for all groups covered by this Fully Insured funding arrangement. Premera Blue Cross will notify all such groups 30 days in advance of the date that Premera Blue Cross will begin invoking this provision. Premera Blue Cross will then charge late charges on payments that are not received within any Grace Period that falls on or after the date stated in the notice.

If Premera Blue Cross does not receive a payment by the end of the Grace Period, the Group will pay Premera Blue Cross a daily late charge. This late charge is calculated from the Due Date, rather than from the end of the Grace Period. The late charge is based on the average prime rate posted by Premera Blue Cross's designated bank during the Contract Term, plus two (2) percent on the amount of the late payment for the number of days late. Late charges will not be assessed against any partial payment that Premera Blue Cross retains. Late charges are in addition to Contractual Revenue and they are calculated and billed at the end of the Contract Term or upon termination of the Contract, if earlier.

#### **D. Customization Fees**

Customization Fees for custom benefits that take effect on the effective date shown on the Face Page of this Contract are due and payable prior to that effective date. Customization Fees for off-anniversary benefit changes are due and payable prior to the effective date of the change.

### **IV. CONTRIBUTION AND PARTICIPATION REQUIREMENTS**

- A. The Group must pay at least the minimum percentage of the Contractual Rate for employees that is shown in Attachment A. At least the minimum percentage of eligible employees that is shown in Attachment A must be enrolled.
- B. When a percentage of the Contractual Rate is shown in Attachment A, the Group must pay at least the minimum percentage of the Contractual Rate for dependents, if any is shown in Attachment A. At least the minimum percentage of the eligible dependents, if any is shown in Attachment A, must be enrolled.
- C. If the Group has Members who are continuing this plan's coverage as directed by COBRA, they do not count toward the participation minimums.
- D. For purposes of this Section IV, eligible Members are individuals who satisfy the Contract's eligibility requirements, except for any contribution requirement.

Premera Blue Cross reserves the right to terminate this Contract if the Group fails to maintain the contribution and participation requirements stated in the Attachment A or any eligibility requirement stated in the Group Contract.

**V. ACCOUNTING**

A. Accounting

No annual or final accountings will be performed. Gains and losses will be absorbed by us.

B. Reporting

Within one hundred twenty (120) days of the end of the Contract Term, Premera Blue Cross shall provide information to the Group for preparing Form 5500's when such forms are required by law. The Group shall be solely responsible for insuring timely filing of the Form 5500's.

**VI. CONTRACT TERMINATION**

This Contract can be terminated as described in "Contract Termination" in the "When Will My Coverage End?" section of the benefit booklet.

**VII. OTHER PROVISIONS**

A. Credit Worthiness

Evidence of credit worthiness, which is satisfactory to Premera Blue Cross, may be required at any time during the Contract Term as Premera Blue Cross deems necessary.

**ATTACHMENT A  
to the Fully Insured Funding Arrangement Agreement  
between  
PREMERA BLUE CROSS**

**and  
Wenatchee School District**

Effective: 1-Nov-2017 through 31-Oct-2018

**GRACE PERIOD**

Thirty (30) Days

**BROKERAGE FEES AND COMMISSIONS**

The Contractual Rates include brokerage fees and commissions equal to 2.00 percent of the Contractual Rate.

**CONTRACTUAL RATES (MONTHLY SUBSCRIPTION CHARGES)**

The monthly Contractual Rates for the Contract Period are as follows:

Group No. 4012254

**Rate Classification**

	Employee Only	Employee + Spouse	Employee + Family	Employee + Child(ren)
Plan 2	\$897.42	\$1,646.17	\$1,974.42	\$1,199.67
Plan 3	\$820.12	\$1,504.82	\$1,805.12	\$1,096.52
Plan 5	\$1,038.67	\$2,000.02	\$2,410.22	\$1,418.77
EasyChoice A	\$602.82	\$1,098.72	\$1,317.37	\$801.22
EasyChoice B	\$602.82	\$1,098.72	\$1,317.37	\$801.22
Qualified HDHP	\$471.37	\$858.92	\$1,015.67	\$626.42
Basic Plan	\$485.87	\$885.37	\$1,061.47	\$645.67

Medical Rates for contract year November 1, 2018 - October 31, 2019 are guaranteed not to exceed +9% from the rates listed above.

**CONTRIBUTION AND PARTICIPATION REQUIREMENTS**

	<b>Employer Contribution</b>	<b>Participation</b>
Employees	Same as Current	Same as Current
Dependents	Same as Current	Same as Current

**ACCOUNTING PROCEDURES**

No annual accountings are performed under this funding arrangement. Premera Blue Cross absorbs all gains and losses.

**NUMBER OF ENROLLEES**

The Contractual Rates are based on the following:

Number of Active Enrollees:

<b>Employees</b>	<b>Spouse</b>	<b>Children</b>
428	81	391

Other carriers offered: None





## 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 Flores, 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?
12/28/17	New	Premera	Health Insurance-Vision	\$0	11/1/17-10/31/18	<u>Lisa Turner</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?	
				N/A	No	 Initials <u>12-27-17</u> Today's Date	<u>NO</u>	

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

Agency Name: Return to Kelly Lopez  
 Attention: \_\_\_\_\_  
 Street address or PO Box: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

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

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

If this is a revision, what changed?

Vision insurance final contact with Premera- All employees other than Certificated Staff.

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

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



# GROUP HEALTH BENEFIT PLAN CONTRACT

for

**Wenatchee School District**

235 Sunset Ave

Wenatchee, WA 98801

(herein referred to as the Group)

Premera Blue Cross, an independent licensee of the Blue Cross Blue Shield Association, agrees to provide the benefits described in this Contract for eligible employees of the Group and their eligible dependents who are enrolled for coverage under this Contract, provided that the Group is a large employer, as defined on the next page of the Contract, remains actively engaged in business and requirements are met that would otherwise provide grounds for termination as stated in "Contract Termination" in the benefit booklet or booklets. All benefits of this Contract are subject to the terms and conditions stated herein and any endorsements or riders included or issued thereafter.

The Group Health Benefit Plan delegates its authority to Premera Blue Cross to administer the routine operation of the plan. As part of this function, Premera Blue Cross must use its expertise and judgment to reasonably construe the terms of this coverage and apply the terms of the contract for making decisions in specific eligibility, benefits and claims situations.

This Contract is valid on the effective date indicated below only when signed by an officer of Premera Blue Cross. Payment of the subscription charges indicates that the Group accepts this Contract.

Any existing group contract or agreement between the Group and Premera Blue Cross that is being replaced by this Contract is terminated when this one becomes effective.

GROUP NUMBER	4012254
CONTRACT EFFECTIVE DATE	November 1, 2017
CONTRACT ANNIVERSARY DATE	November 1, 2018
SUBSCRIPTION CHARGE DUE DATE	first of each month
STATE IN WHICH GROUP IS LOCATED	Washington

Signed:

**Jeffrey Roe**

Title:

President and Chief Executive Officer

Premera Blue Cross

Date:

Date: November 1, 2017

40122541117VEA

## **STANDARD PROVISIONS**

### **LARGE EMPLOYER**

A large employer is an employer that employed an average of at least 51 common law employees on business days during the preceding calendar year and that employs at least 51 employees on the first day of the current Contract Term.

In the case of an employer that was not in existence throughout the preceding calendar year, the determination of whether the employer is a large employer will be based on the average number of employees that it is reasonably expected the employer will employ on business days in the current calendar year.

### **CONTRACT**

The entire Contract between the Group and Premera Blue Cross consists of all of the following:

- The face page (page 1) and "Standard Provisions"
- The attached benefit booklet(s)
- The Group's signed application which is kept on file with Premera Blue Cross (a copy is available upon request)
- The Funding Arrangement Agreement (Exhibit A) between the Group and Premera Blue Cross
- All attachments, endorsements and riders included or issued hereafter

No agent or representative of Premera Blue Cross or any other entity is authorized to make any changes, additions or deletions to this Contract or to waive any provision of this Contract. Changes, alterations, additions or exclusions can only be done over the signature of an officer of Premera Blue Cross.

### **NOTICE**

Any notice Premera Blue Cross is required to submit to the Group or subscriber will be considered to be delivered if it's mailed to the Group or subscriber at the most recent address appearing on Premera Blue Cross's records. Premera Blue Cross use the date of the postmark in determining the date of the notification. If the Group is required to submit notice to Premera Blue Cross, it will be considered delivered 3 days after the postmark date, or if not postmarked, the date Premera Blue Cross receives it.

### **CONTRACT TERM AND RENEWAL**

The initial Contract Term begins on the Contract's effective date and continues to the contract anniversary date, unless terminated in accordance with the terms of the Contract. If not so terminated, the Contract is kept in force during the initial Term by the Group's payment of required subscription charges when due.

After the initial Contract Term, this Contract will continue in force on a month-to-month basis by the Group's payment of required subscription charges when due, unless it's changed or terminated in accordance with the Contract change and termination provisions stated elsewhere in this Contract.

### **FUNDING ARRANGEMENT AGREEMENT (EXHIBIT A)**

The subscription charges and related provisions are set forth in the Funding Arrangement Agreement (Exhibit A) between the Group and Premera Blue Cross, which is attached to and made part of this Contract.

### **DOMESTIC PARTNERSHIP**

If all requirements below are met, all rights and benefits afforded to a "spouse" under this plan will also be afforded to an eligible domestic partner. In determining benefits for domestic partners and their children under this program, the term "establishment of the domestic partnership" shall be used in place of "marriage"; the term "termination of the domestic partnership" shall be used in place of "legal separation" and "divorce."

Domestic partners and their children are eligible if the subscriber and domestic partner either 1) meet all the requirements of any applicable governing law or regulation (such as having the partnership documented in a state domestic partner registry), or 2) complete an "Affidavit of Domestic Partnership" showing that all of the requirements listed below are met:

- They currently share the same regular and permanent residence
- They have a close personal relationship
- They are jointly responsible for "basic living expenses," as defined below
- They are not married to anyone

- They are each eighteen (18) years of age or older
- They are not related by blood closer than would bar marriage in the State of Washington
- They were mentally competent to consent to contract when their domestic partnership began
- They are each other's sole domestic partner and are responsible for each other's common welfare

"Basic living expenses" means the cost of basic food, shelter, and any other expenses of a domestic partner. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

### **Exceptions**

Premera Blue Cross Underwriting Department must approve any changes to the above affidavit criteria, or any group-specific domestic partner requirements. Premera Blue Cross approval is not intended to certify compliance with federal and state nondiscrimination laws and should not be construed as such.

### **CONTRACT MODIFICATIONS**

In addition to the modification provisions stated in the Funding Arrangement Agreement (Exhibit A), Premera Blue Cross may modify the subscription charges, benefits, or any other provisions of this Contract by giving 30 days' advance written notice to the Group prior to the end of the Contract term.

The Group may reject the modification by written notice delivered to Premera Blue Cross at least 15 days before the modification is to take effect. Rejection of a modification will terminate the Contract on the last date for which subscription charges were paid. If notice is not given to Premera Blue Cross by the Group by the required time, the Contract will be renewed as modified, provided all required subscription charges are paid when due.

Any contract modifications requested by the Group and agreed to by Premera Blue Cross will become effective on the Group's Contract effective date that coincides with or next follows the date of the request. For delivery timeliness, please see "Notice" earlier in this document.

### **OUT-OF-AREA CARE**

As a enrollee of the Blue Cross Blue Shield Association ("BCBSA"), Premera Blue Cross has arrangements with other Blue Cross and Blue Shield Licensees ("Host Blues") for enrollees' care outside Premera Blue Cross service area. These arrangements are called "Inter-Plan Arrangements." Inter-Plan Arrangements follow the rules and process set by BCBSA. A enrollee's receiving care through these Inter-Plan Arrangements does not change covered benefits, benefit levels, or any stated eligibility requirements of this plan.

The BlueCard<sup>®</sup> Program is the Inter-Plan Arrangement that applies to most claims from Host Blues' network providers. The Host Blue is responsible for such services as contracting and handling all interactions with its network providers. Premera Blue Cross remains responsible for Premera Blue Cross other duties under the Contract. Other Inter-Plan Arrangements apply to providers that are not in the Host Blues' networks (non-contracted providers). This Out-Of-Area Care section explains how the plan pays both types of providers.

Premera Blue Cross processes claims for the Prescription Drugs benefit directly, not through an Inter-Plan Arrangement.

### **BlueCard Program**

Except for copays, Premera Blue Cross will base the amount enrollees must pay for claims from Host Blues' network providers on the lower of the provider's billed charge for the covered services or the allowable charge that the Host Blue made available to Premera Blue Cross.

Host Blues determine allowable charges for covered services, which are reflected in the terms of their network provider contracts. The allowable charge can be one of the following:

- An actual price. An actual price is a negotiated amount passed to Premera Blue Cross without any other increases or decreases.
- An estimated price. An estimated price is a negotiated price that is reduced or increased to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives.
- An average price. An average price is a percentage of billed charges for the covered services representing the aggregate payments that the Host Blue negotiated with all of its network providers or with its network providers in the same or similar class. It may also include the same types of claim- and non-claim-related transactions as

an estimated price.

Host Blues using either an estimated price or an average price may increase or reduce such prices prospectively to reflect additional amounts or credits for claims already paid or expected to be paid to providers or refunds received or expected to be received from providers. However, the BlueCard Program requires that the Host Blue's allowable charge for a claim is final for that claim; no future price adjustment will change the pricing of past claims. We take into account the various pricing methods used by Host Blues in determining subscription charges for our plans.

**Clark County Providers** Services in Clark County, Washington are processed through BlueCard. However, some providers in Clark County do have contracts with us. These providers will submit claims directly to us, and benefits will be based on our allowable charge for the covered service or supply.

**Value-Based Programs** Enrollees might get covered services from providers that participate in a Host Blue's value-based program (VBP). Value-based programs focus on meeting standards for treatment outcomes, cost and quality, and for coordinating care when the enrollee is seeing more than one provider. The Host Blue may pay VBP providers for meeting the above standards. We may include a factor in the subscription charges for this plan to cover charges by Host Blues for their VBP payments.

### **Taxes, Surcharges, and Fees**

In some cases, a law or regulation may require that a surcharge, tax or other fee be applied to claims under this plan. When this occurs, we will include that surcharge, tax or fee as a claims cost in our subscription charge calculations.

### **Non-Contracted Providers**

When covered services are provided outside our service area by providers that do not have a contract with the Host Blue, the allowable charge will generally be based on either our allowable charge for these providers or the pricing requirements under applicable law. Enrollees are responsible for the difference between the amount that the non-contracted provider bills and this plan's payment for the covered services. Please see the definition of "Allowed Charge" in "Definitions" in the benefit booklet for details on allowable charges.

### **BlueCard Worldwide® Program**

If enrollees are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (the "BlueCard service area"), they may be able to take advantage of BlueCard Worldwide. BlueCard Worldwide is unlike the BlueCard Program in the BlueCard service area in certain ways. For instance, although BlueCard Worldwide helps enrollees access a provider network, enrollees will typically have to pay the provider and submit the claims themselves to get reimbursement for covered services. However, if enrollees need hospital inpatient care, the BlueCard Worldwide Service Center can often direct them to hospitals that will not require enrollees to pay in full at the time of service. In such cases, these hospitals will also submit the enrollee's claims to BlueCard Worldwide.

### **RECORDS MAINTENANCE**

The Group shall maintain such books and records supporting the activities required by this Contract, and submit such information to Premera Blue Cross as may be required by Premera Blue Cross and as may be necessary for compliance with the applicable provisions of state and federal laws and regulations. Such books and records shall be maintained in accordance with the general standards applicable to such book or record keeping and shall be maintained for a term of at least 11 years, and such obligations shall not terminate upon termination of this Contract. Premera Blue Cross has the right to request, inspect, or audit the Group's records at any reasonable time during regular business hours.

### **CONFIDENTIALITY OF ENROLLEE INFORMATION**

The parties acknowledge that Premera Blue Cross is subject or will be subject to various federal and state privacy laws that may prohibit, limit, or otherwise restrict its ability to disclose to the Group any protected personal information, including, but not limited to, individually identifiable health information.

### **MEMBERSHIP ADMINISTRATION**

The Group shall provide Premera Blue Cross with an initial list of subscribers and their dependents and notify Premera Blue Cross of changes no less often than monthly. All eligibility updates must be provided in a file format that Premera Blue Cross and the Group agree upon in advance; examples are copies of enrollment forms, standard transaction 834 or sales spreadsheets. Any changes to the agreed file format must also be agreed upon

in advance by Premera Blue Cross and the Group. Eligibility information not provided to Premera Blue Cross at least 7 business days before the Group's scheduled monthly billing date may not be reflected on that bill.

The membership change detail provided must clearly and fully identify the applicable group, subgroup, subscriber and enrollee, describe the change, and show the date the change is to take effect.

### **PAYMENT ADMINISTRATION**

During the Contract Term, Premera Blue Cross will bill the Group each month based upon the eligibility information provided as stated in "Membership Administration" above. The Group shall be liable for, and shall pay to Premera Blue Cross on or before the first day of each month, an amount equal to the total of the monthly rate on behalf of the enrollees named on the updated eligibility list.

All payments must include all the payment detail data listed in the Quick Reference Guide for Plan Administrators, which standards are hereby incorporated into this Contract by reference. The payment detail data must clearly and fully identify the applicable group, subgroup, subscriber, enrollee, and the period that the payment is for. Payment information not already reflected on Premera Blue Cross's bill must include all the standard detail data in a file format that Premera Blue Cross and the Group agree upon in advance. Any changes to the file format must also be agreed upon by Premera Blue Cross and the Group in advance.

All payments must include all the payment detail data listed in the Quick Reference Guide for Plan Administrators, which standards are hereby incorporated into this Contract by reference. Payment information not already reflected on Premera Blue Cross bill must include all the standard detail data in a file format that Premera Blue Cross and the Group agree upon in advance. Any changes to the file format must also be agreed upon by Premera Blue Cross and the Group in advance.

### **DELEGATION**

The Group has the right to delegate some or all of its administrative duties under this Contract to a third party administrator. ~~Notwithstanding such delegation, the Group shall remain responsible to give Premera Blue Cross the required information.~~ The Group must give Premera Blue Cross contact information for the Group's third party administrator and inform Premera Blue Cross of the scope of that administrator's duties relative to this Contract. The Group agrees to be responsible for the cooperation of its third party administrator with the membership and payment administration requirements of this Contract and any other requirements of this Contract that the third party administrator will be performing on behalf of the Group.

### **RETROACTIVE CHANGES TO ENROLLMENT**

Requests by the Group for retroactive changes to enrollment or termination shall be limited as follows:

**Enrollment:** Retroactive enrollment of otherwise eligible enrollees shall be limited to the most recent of 2 dates:

- The date the enrollee's coverage would have been validly in force; or
- The first day of the second full calendar month preceding the date Premera Blue Cross receives the request for retroactive enrollment.

**Termination:** Retroactive termination of coverage for eligible enrollees, when allowed by law, shall be limited to the most recent of 2 dates:

- The date the enrollee's coverage would have been terminated.
- The first day of the second full calendar month preceding the date Premera Blue Cross the request for retroactive termination.

Retroactive enrollments and terminations will be subject to appropriate subscription charge adjustments.

The Group is solely responsible for ensuring enrollment information provided to Premera Blue Cross by the Group or its delegates is accurate and in compliance with all federal and state requirements, including those under the Affordable Care Act. The Group will indemnify, defend and hold Premera Blue Cross harmless for any claims, damages, judgments and expenses (including attorney's fees) based on or arising out of, directly or indirectly, any inaccurate or non-compliant eligibility information provided to Premera Blue Cross by the Group or its delegates.

If the Group is subject to COBRA, Premera Blue Cross has the right to make exceptions for COBRA enrollments and disenrollments as stated under the COBRA provisions of this Contract.

### **COMPLIANCE WITH LAW**

The Group shall comply fully with all applicable state, federal and local laws and regulations, including notice and disclosure requirements, in carrying out its responsibilities under the Contract. These include, but are not limited

to, compliance with the Affordable Care Act (including any applicable requirements for distribution of any medical loss ratio rebates and actuarial value requirements), Internal Revenue Code, the Employee Retirement Income Security Act of 1974 (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Family and Medical Leave Act of 1993 (FMLA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA), and law and regulations governing the treatment and benefits of enrollees covered by Medicare.

- The Group agrees to provide notification required by HIPAA to all eligible employees before their enrollment.
- The Group agrees to provide Premera Blue Cross the following information required by the MMSEA:
  - Employer Tax Identification Number (TIN/EIN);
  - Social Security Numbers (SSNs) of all covered individuals (employees and dependents); and
  - Medicare Health Insurance Claim Numbers (HICNs) for all Medicare entitled individuals.
- The Group also agrees to notify Premera Blue Cross promptly if the Group experiences an increase in "total employee count," defined below, that would change the order of liability from Medicare primary to Medicare secondary according to the following guidelines.
  - Working Aged Medicare Beneficiaries\*. For enrollees that are also covered by Medicare based solely on their age, Medicare is the primary payer to the group health plan if the Group did not employ 20 or more "total employees" for each working day in each of 20 or more calendar weeks in either the current or preceding calendar year. For all other groups, Medicare pays secondary to the group health plan.
  - Disabled Medicare Beneficiaries\*. For enrollees that are also covered by Medicare based solely on disability other than End Stage Renal Disease, Medicare is the primary payer to the group health plan if the Group did not employ more than 100 employees on 50% or more of its working days in the preceding calendar year. For all other groups, Medicare pays secondary to the group health plan.

\* When determining the "total employee count," include all full-time and part-time employees, as well as those employees on disability and subject to FICA taxes. Also, count leased employees if they would be counted as employees under §414(n)(2) of the Internal Revenue Code (IRC), and count employees employed by an "affiliated service group" under IRC §414(m) or by employers considered to be a "single employer" under IRC §52(a) or (b).

- The Group agrees to comply with the Medicare Prescription Improvement and Modernization Act of 2004 (MMA). MMA requires groups that provide prescription drug coverage to Medicare eligible individuals to provide Medicare Part D Creditable Coverage Notices, and report creditable coverage status to the Center for Medicare and Medicaid Services (CMS).
- If the Group has a grandfathered plan, the Group must maintain records that will document the terms and limitations of its grandfathered plan that existed on March 23, 2010. The Group must also maintain any other documents needed to confirm, explain, or clarify the plans' grandfathered status. The Group must maintain this documentation for as long as the Group takes the position that the plan is grandfathered. The Group must make its documentation available to Premera Blue Cross, an enrollee, or a state or Federal agency upon request. If the Group no longer believes its plan to be grandfathered, or if it is found not to be grandfathered by a State or Federal agency, the Group must notify Premera Blue Cross as soon as practicable. The group will indemnify, defend, and hold Premera Blue Cross harmless for any claims, damages, judgments and expenses (including attorney's fees) based on or arising out of, directly or indirectly, the Group's determination of its grandfathered status.

For delivery timeliness of notices to Premera Blue Cross, please see "Notice" earlier in this document.

### **INACCURATE AND UNAPPROVED DESCRIPTIVE MATERIALS**

The Group will indemnify, defend and hold Premera Blue Cross harmless for any claims, damages, judgments and expenses (including attorney's fees) based on or arising out of, directly or indirectly, descriptive materials written, created, designed or printed by the Group, or on the Group's behalf by any third party when such descriptive materials are used without prior approval Premera Blue Cross, and/or inaccurately reflect any of the terms, conditions, and/or provisions of this contract.

The term "descriptive materials" includes, without limitation, any type of circular, leaflet, booklet, summary, handbook, letter or form that describes in whole or in part any of the terms, conditions and/or provisions of this Contract.

### **COBRA**

As directed by the Federal Consolidated Omnibus Budget Reconciliation Act of 1985, (referred to in this Contract

as "COBRA"), most employers with 20 or more employees must offer enrollees who meet COBRA's "qualified beneficiary" criteria an election to continue their group coverage. The Group is responsible to determine if it's required to comply with COBRA at the time of initial application and renewal of this Contract.

The Group must fulfill all the obligations and responsibilities regarding continued coverage that are assigned by COBRA to the employer, plan sponsor or administrator, and to the "group health plan." Premera Blue Cross is not the COBRA plan administrator, and Premera Blue Cross's actions pertaining to COBRA continued coverage won't be construed as relieving the Group of responsibility under COBRA. Nothing contained herein is intended to serve as legal advice. The Group should consult legal advisors as to the scope and applicability of COBRA.

The COBRA provisions outlined in the employee benefit booklet are a summarization of the requirements of the COBRA law. If there's a discrepancy between this summary and federal law, federal law will prevail.

When requested by the Group, Premera Blue Cross will provide continued coverage under this Contract, but only to the extent that members are entitled to continue group coverage under the COBRA law, and only to the extent required by the COBRA law. In addition, all the requirements listed below must be met in order for the plan to provide COBRA coverage:

- The Group is subject to COBRA on the date of the qualifying event. If the Group was not subject to COBRA on the effective date of this Contract, the Group must notify Premera Blue Cross as soon as possible if it will become subject to COBRA on the next January 1. If the Group's workforce shrinks during the calendar year, the Group must also notify Premera Blue Cross as soon as possible that it will no longer be subject to COBRA on the next January 1.
- The Group complies with all the requirements assigned by COBRA to the employer, plan sponsor, plan administrator or group health plan that pertain to that qualified beneficiary. This includes all of COBRA's notice requirements and the time limits set by COBRA for each. If the Group appoints a third party to perform COBRA notices or other administrative tasks, that party's failure to meet COBRA's standards will be deemed a failure of the Group.
- The qualified beneficiary elects and pays for COBRA within the time limits set by COBRA, and the application and required subscription charges are submitted to Premera Blue Cross with the Group's next billing.
- The required subscription charges continue to be paid when due or within the 30-day COBRA grace period. The Group must submit qualified beneficiaries' subscription charges with its regular monthly subscription charge payment.
- This Contract remains in force. The Group acknowledges that even after this Contract is terminated, COBRA may require the Group to offer continuation unless the Group ceased to offer group health care coverage to any employee.

The Group will terminate the coverage for any qualified beneficiary who doesn't elect COBRA continuation.

## **LABOR DISPUTE**

Washington State law requires that if a subscriber's compensation is suspended or terminated, directly or indirectly, due to a strike, lockout, or other labor dispute, that subscriber must be allowed to pay the subscription charges due to keep the coverage under this plan in force for himself or herself and his or her enrolled dependents for up to six months.

The Group must send written notice of this right immediately to each affected subscriber at the most recent address the Group has for him or her. The Group is responsible for receiving the subscription charges for this interim coverage and remitting them to Premera Blue Cross with its payment for the same period of coverage for active subscribers.

The Group must notify Premera Blue Cross of the labor dispute as far in advance as possible. For delivery timeliness, please see "Notice" earlier in this document.

## **INDEPENDENT CORPORATION**

The Group hereby expressly acknowledges, on behalf of itself and all of its eligible employees and their eligible dependents, its understanding that the Contract constitutes a contract solely between the Group and Premera Blue Cross. Premera Blue Cross is an independent corporation operating under a license with the Blue Cross Blue Shield Association, an association of independent Blue Cross Blue Shield Licensees (the "Association"). The Group expressly acknowledges that Premera Blue Cross is not contracting as the agent of the Association and that the Association has no obligation under the Contract. The Association permits Premera Blue Cross, as a Licensee, to use its Service Marks as follows:



- The Blue Cross Service Mark in the States of Washington and Alaska
- The Blue Shield Service Mark in the State of Alaska

The Group further acknowledges and agrees that it has not entered into the Contract based upon representations by any person other than Premera Blue Cross, and that no person, entity or organization other than Premera Blue Cross shall be held accountable or liable to the Group for any of Premera Blue Cross obligations to the Group created under the Group Contract. This provision shall not create any additional obligations whatsoever on Premera Blue Cross's part other than those obligations created under other provisions of the Contract.

#### **RIGHTS OF ASSIGNMENT**

- Notwithstanding any other provision in this Contract, and subject to any limitations of state or federal law, in the event that Premera Blue Cross merges or consolidates with another corporation or entity, or does business under another name or jointly with another entity, or transfers this Contract to another corporation or entity, this Contract shall remain in full force and effect in accordance with its terms, and bind the Group and the successor corporation or other entity. In such event, Premera Blue Cross guarantees that all Premera Blue Cross obligations under this Contract will be performed by the successor entity.
- No assignment of the Group's interest hereunder may be made without Premera Blue Cross prior written consent and any such assignment shall be void.

#### **SEVERABILITY, CONSTRUCTION AND INTERPRETATION**

This Contract and any questions concerning the validity, construction, interpretation, and enforcement of this Contract or the benefits provided herein shall be governed by the laws of the State of Washington, except to the extent pre-empted by federal law.

Should any part, term or provision of this Contract be held by the courts to be illegal or in conflict with any law of the State of Washington, the validity of the remaining portion shall not be affected.

#### **TRADEMARK**

We reserve the right to, the control of, and the use of the words "Premera Blue Cross, Premera Blue Cross Blue Shield of Alaska and all symbols, trademarks and service marks existing or hereafter established. The Group shall not use such words, symbols, trademarks or service marks in advertising, promotional materials, materials supplied to enrollees or otherwise without Premera Blue Cross's prior written consent which shall not be unreasonably withheld.

**EXHIBIT A**  
**LARGE GROUP FULLY INSURED FUNDING ARRANGEMENT AGREEMENT**  
**to the Group Health Benefit Plan Contract ("the Contract") between**

**PREMERA BLUE CROSS**  
**AND**  
**WENATCHEE SCHOOL DISTRICT**

**Effective: November 1, 2017 through October 31, 2018**

All participating employers and segmented employers who are members of the Group shall be treated as one entity for purposes of this Contract, including the establishment of Contractual Rates, billing, and calculation of late charges.

**I. DEFINITIONS**

In addition to the definitions in the "Definitions" section of the benefit booklet(s), the following definitions apply:

**Contractual Rate**

The term "Contractual Rate" means the monthly subscription charges set forth as such in Attachment A for the Contract Term.

**Contractual Revenue**

The term "Contractual Revenue" means the total of the Contractual Rate for each rate classification multiplied by the number of employees in each such classification for each month in the Contract Term. Contractual Revenue does not include Customization Fees, if such fees are charged for this Plan.

**Contribution and Participation Requirements**

The term "Contribution Requirement" means the percentage or dollar amount contribution the employer will make toward the cost of employee and/or dependent coverage. The term "Participation Requirement" means the minimum percentage or number of employees and/or dependents that must be enrolled under the Plan. The Contribution and Participation Requirements are set forth in the Attachment A.

**Customization Fee**

The term "Customization Fee" means the fee that applies if the Group requests either of the following:

1. A Plan benefit configuration that Premera Blue Cross has determined to be nonstandard for the plan type and was not filed as standard with the state regulators for that reason.
2. An off-anniversary benefit change, regardless of whether the desired benefit is standard for the plan type. The Customization Fee for each off-anniversary change shall be \$2,000. Any changes in benefits made off-anniversary must be in compliance with state and federal law.

For purposes of Customization Fees, "benefits" include eligibility, termination, continuation and benefit payment provisions, benefit terms, limitations, and exclusions, funding arrangement changes, and any other standard provisions of the Plan. Fees are computed based on current administrative costs to implement and administer the benefit.

Customization Fees assessed on this Plan as of its effective date are set forth in Attachment A. Off-anniversary Customization Fees, if any, will be invoiced separately to the Group.

## Due Date

The day of the month upon which subscription charge payments are due. The Due Date is shown on the face page of this Contract.

## Grace Period

The term "Grace Period" means the period of time (see Attachment A) from the Due Date during which the Group may make the required payment and the Contract will not be terminated for nonpayment.

## **II. CONTRACTUAL RATES (MONTHLY SUBSCRIPTION CHARGES)**

### A. Contractual Rates

The monthly Contractual Rates for the Contract Term are set forth in Attachment A.

### B. Adjustments to Contractual Rates

The Contractual Rates set forth in II.A. above will remain in effect until the end of the Contract Term, and during any extension thereof granted by Premera Blue Cross, or until the Contract is terminated, if earlier. During the period for which this guarantee is effective, Premera Blue Cross agrees to accept payment of these subscription charges as payment in full for the current level of benefits provided under this Contract. However, Premera Blue Cross reserves the right to revise current subscription charges at any time during the Contract Term if either of the following occurs:

1. Should any federal, state or local authority mandate a change in benefits, eligibility or procedure or impose or change a tax or assessment on Premera Blue Cross or the Plan during the Contract Term or any extension of the Contract Term, whether by statute, regulation, interpretation or otherwise. Premera Blue Cross may increase the Contractual Rates set forth in Attachment A, as of the date specified in Premera Blue Cross's notice to the Group or its agent.
2. Premera Blue Cross may increase the Contractual Rates during the Contract Term by giving thirty (30) days advance written notice to the Group or its agent, if Premera Blue Cross determines that the basis upon which Premera Blue Cross assumed the risk is materially changed for any reason. Examples of material changes that may require re-rating are:
  - a. A benefit change requested by the Group.
  - b. A fluctuation of ten (10) percent or more in the number of Members as set forth on the census information included in Attachment A which is herein incorporated by reference and made a part of this Contract.
  - c. A change in the amount of the employer's contribution on behalf of each Member.
  - d. Fraud or intentionally false or misleading medical or other information
  - e. A change in procedure agreed to by the Group and Premera Blue Cross including any change in Premera Blue Cross's reporting requirements.
  - f. A change in the Group's health care plans and/or carriers from those set forth in Attachment A.
  - g. The addition of Members, with Premera Blue Cross's prior approval, who live outside Washington and Alaska.
  - h. The addition of a dual, triple, or multiple choice option or a change in the plan choices offered by a dual, triple or multiple choice group.
  - i. A change in the third-party administrator, if any, used by the Group with respect to the benefits provided under this Contract. The Group will provide Premera Blue Cross no less than one hundred and twenty (120) days' advance written notice of any such change.Any such revision to current subscription charges will take effect on the date specified in the notice. For delivery timeliness, see "Notice" in "Standard Provisions."
3. Premera Blue Cross may adjust the Contractual Rates during the Contract Term by giving thirty (30) days advance written notice to the Group or its agent, if the Group agrees with Premera Blue Cross that the Contractual Rates are based in whole or in part upon a mistake that materially impacts such rates.

### **III. PAYMENTS**

#### **A. Monthly Payments**

No benefits are payable for expenses incurred on any date for which subscription charges are not paid. The Group is liable for all subscription charges covering any period of time that this Contract remains in force.

During the Contract Term, Premera Blue Cross will bill the Group based upon the previous month's eligibility. The Group shall provide Premera Blue Cross with updated eligibility information. The Group shall be liable for, and shall pay to Premera Blue Cross on or before the first day of each month, an amount equal to the total of the monthly Contractual Rates on behalf of the Members included on the updated eligibility list. The Contractual Rate amounts is shown in Attachment A.

#### **B. Late Payments**

A Grace Period (see Attachment A) after the Due Date shall be allowed to the Group for payment of the monthly Contractual Rates. If Premera Blue Cross does not receive payment by the end of the Grace Period, the Contract may automatically terminate on the Due Date. No benefits will be paid for otherwise eligible expenses incurred on any day for which payment has not been made. If a partial payment has been received, Premera Blue Cross may, at its discretion, return the payment or provide benefits for those Members for whom payment has been made. Acceptance by Premera Blue Cross of late or partial payment shall not be construed as a waiver of Premera Blue Cross's right to demand timely payment or to terminate this Contract for nonpayment.

#### **C. Late Charges**

Premera Blue Cross reserves the right to invoke the provision below for all groups covered by this Fully Insured funding arrangement. Premera Blue Cross will notify all such groups 30 days in advance of the date that Premera Blue Cross will begin invoking this provision. Premera Blue Cross will then charge late charges on payments that are not received within any Grace Period that falls on or after the date stated in the notice.

If Premera Blue Cross does not receive a payment by the end of the Grace Period, the Group will pay Premera Blue Cross a daily late charge. This late charge is calculated from the Due Date, rather than from the end of the Grace Period. The late charge is based on the average prime rate posted by Premera Blue Cross's designated bank during the Contract Term, plus two (2) percent on the amount of the late payment for the number of days late. Late charges will not be assessed against any partial payment that Premera Blue Cross retains. Late charges are in addition to Contractual Revenue and they are calculated and billed at the end of the Contract Term or upon termination of the Contract, if earlier.

#### **D. Customization Fees**

Customization Fees for custom benefits that take effect on the effective date shown on the Face Page of this Contract are due and payable prior to that effective date. Customization Fees for off-anniversary benefit changes are due and payable prior to the effective date of the change.

### **IV. CONTRIBUTION AND PARTICIPATION REQUIREMENTS**

- A. The Group must pay at least the minimum percentage of the Contractual Rate for employees that is shown in Attachment A. At least the minimum percentage of eligible employees that is shown in Attachment A must be enrolled.
- B. When a percentage of the Contractual Rate is shown in Attachment A, the Group must pay at least the minimum percentage of the Contractual Rate for dependents, if any is shown in Attachment A. At least the minimum percentage of the eligible dependents, if any is shown in Attachment A, must be enrolled.
- C. If the Group has Members who are continuing this plan's coverage as directed by COBRA, they do not count toward the participation minimums.
- D. For purposes of this Section IV, eligible Members are individuals who satisfy the Contract's eligibility requirements, except for any contribution requirement.

Premera Blue Cross reserves the right to terminate this Contract if the Group fails to maintain the contribution and participation requirements stated in the Attachment A or any eligibility requirement stated in the Group Contract.

**V. ACCOUNTING**

A. Accounting

No annual or final accountings will be performed. Gains and losses will be absorbed by us.

B. Reporting

Within one hundred twenty (120) days of the end of the Contract Term, Premera Blue Cross shall provide information to the Group for preparing Form 5500's when such forms are required by law. The Group shall be solely responsible for insuring timely filing of the Form 5500's.

**VI. CONTRACT TERMINATION**

This Contract can be terminated as described in "Contract Termination" in the "When Will My Coverage End?" section of the benefit booklet.

**VII. OTHER PROVISIONS**

A. Credit Worthiness

Evidence of credit worthiness, which is satisfactory to Premera Blue Cross, may be required at any time during the Contract Term as Premera Blue Cross deems necessary.

**ATTACHMENT A**  
**to the Fully Insured Funding Arrangement Agreement**  
**between**  
**PREMERA BLUE CROSS**

**and**  
**Wenatchee School District**

Effective: 1-Nov-2017 through 31-Oct-2018

**GRACE PERIOD**

Thirty (30) Days

**BROKERAGE FEES AND COMMISSIONS**

The Contractual Rates include brokerage fees and commissions equal to 2.00 percent of the Contractual Rate.

**CONTRACTUAL RATES (MONTHLY SUBSCRIPTION CHARGES)**

The monthly Contractual Rates for the Contract Period are as follows:

Group No. 4012254

Rate Classification

	Employee With or Without Dependents
Plan A	\$17.05

**CONTRIBUTION AND PARTICIPATION REQUIREMENTS**

	Employer Contribution	Participation
Employees	Same as Current	Same as Current
Dependents	Same as Current	Same as Current

**ACCOUNTING PROCEDURES**

No annual accountings are performed under this funding arrangement. Premera Blue Cross absorbs all gains and losses.

**NUMBER OF ENROLLEES**

The Contractual Rates are based on the following:

Number of Active Enrollees:




	Employees	Spouse	Children
	428	81	391
Other carriers offered:		None	

## 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 Flonex, 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?
12/28/17	New	Premera	Health Insurance-Dental	\$0	11/1/17-10/31/18	<u>Lisa Turner</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?	
				N/A	No	 Initials <u>12-27-17</u> Today's Date		

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

Agency Name: Return to Kelly Lopez  
 Attention: \_\_\_\_\_  
 Street address or PO Box: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

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

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

If this is a revision, what changed?

Dental insurance final contact with Premera- All employees other than Certificated Staff.

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

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



**GROUP HEALTH BENEFIT PLAN CONTRACT**

for

**Wenatchee School District**

235 Sunset Ave

Wenatchee, WA 98801

(herein referred to as the Group)

Premera Blue Cross, an independent licensee of the Blue Cross Blue Shield Association, agrees to provide the benefits described in this Contract for eligible employees of the Group and their eligible dependents who are enrolled for coverage under this Contract, provided that the Group is a large employer, as defined on the next page of the Contract, remains actively engaged in business and requirements are met that would otherwise provide grounds for termination as stated in "Contract Termination" in the benefit booklet or booklets. All benefits of this Contract are subject to the terms and conditions stated herein and any endorsements or riders included or issued thereafter.

The Group Health Benefit Plan delegates its authority to Premera Blue Cross to administer the routine operation of the plan. As part of this function, Premera Blue Cross must use its expertise and judgment to reasonably construe the terms of this coverage and apply the terms of the contract for making decisions in specific eligibility, benefits and claims situations.

This Contract is valid on the effective date indicated below only when signed by an officer of Premera Blue Cross. Payment of the subscription charges indicates that the Group accepts this Contract.

Any existing group contract or agreement between the Group and Premera Blue Cross that is being replaced by this Contract is terminated when this one becomes effective.

GROUP NUMBER	4012254
CONTRACT EFFECTIVE DATE	November 1, 2017
CONTRACT ANNIVERSARY DATE	November 1, 2018
SUBSCRIPTION CHARGE DUE DATE	first of each month
STATE IN WHICH GROUP IS LOCATED	Washington

Signed:

**Jeffrey Roe**

Title:

President and Chief Executive Officer

Premera Blue Cross

Date:

Date: November 1, 2017

40122541117DEA



## **STANDARD PROVISIONS**

### **LARGE EMPLOYER**

A large employer is an employer that employed an average of at least 51 common law employees on business days during the preceding calendar year and that employs at least 51 employees on the first day of the current Contract Term.

In the case of an employer that was not in existence throughout the preceding calendar year, the determination of whether the employer is a large employer will be based on the average number of employees that it is reasonably expected the employer will employ on business days in the current calendar year.

### **CONTRACT**

The entire Contract between the Group and Premera Blue Cross consists of all of the following:

- The face page (page 1) and "Standard Provisions"
- The attached benefit booklet(s)
- The Group's signed application which is kept on file with Premera Blue Cross (a copy is available upon request)
- The Funding Arrangement Agreement (Exhibit A) between the Group and Premera Blue Cross
- All attachments, endorsements and riders included or issued hereafter

No agent or representative of Premera Blue Cross or any other entity is authorized to make any changes, additions or deletions to this Contract or to waive any provision of this Contract. Changes, alterations, additions or exclusions can only be done over the signature of an officer of Premera Blue Cross.

### **NOTICE**

Any notice Premera Blue Cross is required to submit to the Group or subscriber will be considered to be delivered if it's mailed to the Group or subscriber at the most recent address appearing on Premera Blue Cross's records. Premera Blue Cross use the date of the postmark in determining the date of the notification. If the Group is required to submit notice to Premera Blue Cross, it will be considered delivered 3 days after the postmark date, or if not postmarked, the date Premera Blue Cross receives it.

### **CONTRACT TERM AND RENEWAL**

The initial Contract Term begins on the Contract's effective date and continues to the contract anniversary date, unless terminated in accordance with the terms of the Contract. If not so terminated, the Contract is kept in force during the initial Term by the Group's payment of required subscription charges when due.

After the initial Contract Term, this Contract will continue in force on a month-to-month basis by the Group's payment of required subscription charges when due, unless it's changed or terminated in accordance with the Contract change and termination provisions stated elsewhere in this Contract.

### **FUNDING ARRANGEMENT AGREEMENT (EXHIBIT A)**

The subscription charges and related provisions are set forth in the Funding Arrangement Agreement (Exhibit A) between the Group and Premera Blue Cross, which is attached to and made part of this Contract.

### **DOMESTIC PARTNERSHIP**

If all requirements below are met, all rights and benefits afforded to a "spouse" under this plan will also be afforded to an eligible domestic partner. In determining benefits for domestic partners and their children under this program, the term "establishment of the domestic partnership" shall be used in place of "marriage"; the term "termination of the domestic partnership" shall be used in place of "legal separation" and "divorce."

Domestic partners and their children are eligible if the subscriber and domestic partner either 1) meet all the requirements of any applicable governing law or regulation (such as having the partnership documented in a state domestic partner registry), or 2) complete an "Affidavit of Domestic Partnership" showing that all of the requirements listed below are met:

- They currently share the same regular and permanent residence
- They have a close personal relationship
- They are jointly responsible for "basic living expenses," as defined below
- They are not married to anyone

- They are each eighteen (18) years of age or older
- They are not related by blood closer than would bar marriage in the State of Washington
- They were mentally competent to consent to contract when their domestic partnership began
- They are each other's sole domestic partner and are responsible for each other's common welfare

"Basic living expenses" means the cost of basic food, shelter, and any other expenses of a domestic partner. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

### **Exceptions**

Premera Blue Cross Underwriting Department must approve any changes to the above affidavit criteria, or any group-specific domestic partner requirements. Premera Blue Cross approval is not intended to certify compliance with federal and state nondiscrimination laws and should not be construed as such.

### **CONTRACT MODIFICATIONS**

In addition to the modification provisions stated in the Funding Arrangement Agreement (Exhibit A), Premera Blue Cross may modify the subscription charges, benefits, or any other provisions of this Contract by giving 30 days' advance written notice to the Group prior to the end of the Contract term.

The Group may reject the modification by written notice delivered to Premera Blue Cross at least 15 days before the modification is to take effect. Rejection of a modification will terminate the Contract on the last date for which subscription charges were paid. If notice is not given to Premera Blue Cross by the Group by the required time, the Contract will be renewed as modified, provided all required subscription charges are paid when due.

Any contract modifications requested by the Group and agreed to by Premera Blue Cross will become effective on the Group's Contract effective date that coincides with or next follows the date of the request. For delivery timeliness, please see "Notice" earlier in this document.

### **OUT-OF-AREA CARE**

As a enrollee of the Blue Cross Blue Shield Association ("BCBSA"), Premera Blue Cross has arrangements with other Blue Cross and Blue Shield Licensees ("Host Blues") for enrollees' care outside Premera Blue Cross service area. These arrangements are called "Inter-Plan Arrangements." Inter-Plan Arrangements follow the rules and process set by BCBSA. A enrollee's receiving care through these Inter-Plan Arrangements does not change covered benefits, benefit levels, or any stated eligibility requirements of this plan.

The BlueCard<sup>®</sup> Program is the Inter-Plan Arrangement that applies to most claims from Host Blues' network providers. The Host Blue is responsible for such services as contracting and handling all interactions with its network providers. Premera Blue Cross remains responsible for Premera Blue Cross other duties under the Contract. Other Inter-Plan Arrangements apply to providers that are not in the Host Blues' networks (non-contracted providers). This Out-Of-Area Care section explains how the plan pays both types of providers.

Premera Blue Cross processes claims for the Prescription Drugs benefit directly, not through an Inter-Plan Arrangement.

### **BlueCard Program**

Except for copays, Premera Blue Cross will base the amount enrollees must pay for claims from Host Blues' network providers on the lower of the provider's billed charge for the covered services or the allowable charge that the Host Blue made available to Premera Blue Cross.

Host Blues determine allowable charges for covered services, which are reflected in the terms of their network provider contracts. The allowable charge can be one of the following:

- An actual price. An actual price is a negotiated amount passed to Premera Blue Cross without any other increases or decreases.
- An estimated price. An estimated price is a negotiated price that is reduced or increased to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives.
- An average price. An average price is a percentage of billed charges for the covered services representing the aggregate payments that the Host Blue negotiated with all of its network providers or with its network providers in the same or similar class. It may also include the same types of claim- and non-claim-related transactions as

an estimated price.

Host Blues using either an estimated price or an average price may increase or reduce such prices prospectively to reflect additional amounts or credits for claims already paid or expected to be paid to providers or refunds received or expected to be received from providers. However, the BlueCard Program requires that the Host Blue's allowable charge for a claim is final for that claim; no future price adjustment will change the pricing of past claims. We take into account the various pricing methods used by Host Blues in determining subscription charges for our plans.

**Clark County Providers** Services in Clark County, Washington are processed through BlueCard. However, some providers in Clark County do have contracts with us. These providers will submit claims directly to us, and benefits will be based on our allowable charge for the covered service or supply.

**Value-Based Programs** Enrollees might get covered services from providers that participate in a Host Blue's value-based program (VBP). Value-based programs focus on meeting standards for treatment outcomes, cost and quality, and for coordinating care when the enrollee is seeing more than one provider. The Host Blue may pay VBP providers for meeting the above standards. We may include a factor in the subscription charges for this plan to cover charges by Host Blues for their VBP payments.

### **Taxes, Surcharges, and Fees**

In some cases, a law or regulation may require that a surcharge, tax or other fee be applied to claims under this plan. When this occurs, we will include that surcharge, tax or fee as a claims cost in our subscription charge calculations.

### **Non-Contracted Providers**

When covered services are provided outside our service area by providers that do not have a contract with the Host Blue, the allowable charge will generally be based on either our allowable charge for these providers or the pricing requirements under applicable law. Enrollees are responsible for the difference between the amount that the non-contracted provider bills and this plan's payment for the covered services. Please see the definition of "Allowed Charge" in "Definitions" in the benefit booklet for details on allowable charges.

### **BlueCard Worldwide® Program**

If enrollees are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (the "BlueCard service area"), they may be able to take advantage of BlueCard Worldwide. BlueCard Worldwide is unlike the BlueCard Program in the BlueCard service area in certain ways. For instance, although BlueCard Worldwide helps enrollees access a provider network, enrollees will typically have to pay the provider and submit the claims themselves to get reimbursement for covered services. However, if enrollees need hospital inpatient care, the BlueCard Worldwide Service Center can often direct them to hospitals that will not require enrollees to pay in full at the time of service. In such cases, these hospitals will also submit the enrollee's claims to BlueCard Worldwide.

### **RECORDS MAINTENANCE**

The Group shall maintain such books and records supporting the activities required by this Contract, and submit such information to Premera Blue Cross as may be required by Premera Blue Cross and as may be necessary for compliance with the applicable provisions of state and federal laws and regulations. Such books and records shall be maintained in accordance with the general standards applicable to such book or record keeping and shall be maintained for a term of at least 11 years, and such obligations shall not terminate upon termination of this Contract. Premera Blue Cross has the right to request, inspect, or audit the Group's records at any reasonable time during regular business hours.

### **CONFIDENTIALITY OF ENROLLEE INFORMATION**

The parties acknowledge that Premera Blue Cross is subject or will be subject to various federal and state privacy laws that may prohibit, limit, or otherwise restrict its ability to disclose to the Group any protected personal information, including, but not limited to, individually identifiable health information.

### **MEMBERSHIP ADMINISTRATION**

The Group shall provide Premera Blue Cross with an initial list of subscribers and their dependents and notify Premera Blue Cross of changes no less often than monthly. All eligibility updates must be provided in a file format that Premera Blue Cross and the Group agree upon in advance; examples are copies of enrollment forms, standard transaction 834 or sales spreadsheets. Any changes to the agreed file format must also be agreed upon

in advance by Premera Blue Cross and the Group. Eligibility information not provided to Premera Blue Cross at least 7 business days before the Group's scheduled monthly billing date may not be reflected on that bill.

The membership change detail provided must clearly and fully identify the applicable group, subgroup, subscriber and enrollee, describe the change, and show the date the change is to take effect.

### **PAYMENT ADMINISTRATION**

During the Contract Term, Premera Blue Cross will bill the Group each month based upon the eligibility information provided as stated in "Membership Administration" above. The Group shall be liable for, and shall pay to Premera Blue Cross on or before the first day of each month, an amount equal to the total of the monthly rate on behalf of the enrollees named on the updated eligibility list.

All payments must include all the payment detail data listed in the Quick Reference Guide for Plan Administrators, which standards are hereby incorporated into this Contract by reference. The payment detail data must clearly and fully identify the applicable group, subgroup, subscriber, enrollee, and the period that the payment is for. Payment information not already reflected on Premera Blue Cross's bill must include all the standard detail data in a file format that Premera Blue Cross and the Group agree upon in advance. Any changes to the file format must also be agreed upon by Premera Blue Cross and the Group in advance.

All payments must include all the payment detail data listed in the Quick Reference Guide for Plan Administrators, which standards are hereby incorporated into this Contract by reference. Payment information not already reflected on Premera Blue Cross bill must include all the standard detail data in a file format that Premera Blue Cross and the Group agree upon in advance. Any changes to the file format must also be agreed upon by Premera Blue Cross and the Group in advance.

### **DELEGATION**

The Group has the right to delegate some or all of its administrative duties under this Contract to a third party administrator. ~~Notwithstanding such delegation, the Group shall remain responsible to give Premera Blue Cross~~ the required information. The Group must give Premera Blue Cross contact information for the Group's third party administrator and inform Premera Blue Cross of the scope of that administrator's duties relative to this Contract. The Group agrees to be responsible for the cooperation of its third party administrator with the membership and payment administration requirements of this Contract and any other requirements of this Contract that the third party administrator will be performing on behalf of the Group.

### **RETROACTIVE CHANGES TO ENROLLMENT**

Requests by the Group for retroactive changes to enrollment or termination shall be limited as follows:

**Enrollment:** Retroactive enrollment of otherwise eligible enrollees shall be limited to the most recent of 2 dates:

- The date the enrollee's coverage would have been validly in force; or
- The first day of the second full calendar month preceding the date Premera Blue Cross receives the request for retroactive enrollment.

**Termination:** Retroactive termination of coverage for eligible enrollees, when allowed by law, shall be limited to the most recent of 2 dates:

- The date the enrollee's coverage would have been terminated.
- The first day of the second full calendar month preceding the date Premera Blue Cross the request for retroactive termination.

Retroactive enrollments and terminations will be subject to appropriate subscription charge adjustments.

The Group is solely responsible for ensuring enrollment information provided to Premera Blue Cross by the Group or its delegates is accurate and in compliance with all federal and state requirements, including those under the Affordable Care Act. The Group will indemnify, defend and hold Premera Blue Cross harmless for any claims, damages, judgments and expenses (including attorney's fees) based on or arising out of, directly or indirectly, any inaccurate or non-compliant eligibility information provided to Premera Blue Cross by the Group or its delegates.

If the Group is subject to COBRA, Premera Blue Cross has the right to make exceptions for COBRA enrollments and disenrollments as stated under the COBRA provisions of this Contract.

### **COMPLIANCE WITH LAW**

The Group shall comply fully with all applicable state, federal and local laws and regulations, including notice and disclosure requirements, in carrying out its responsibilities under the Contract. These include, but are not limited

to, compliance with the Affordable Care Act (including any applicable requirements for distribution of any medical loss ratio rebates and actuarial value requirements), Internal Revenue Code, the Employee Retirement Income Security Act of 1974 (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Family and Medical Leave Act of 1993 (FMLA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA), and law and regulations governing the treatment and benefits of enrollees covered by Medicare.

- The Group agrees to provide notification required by HIPAA to all eligible employees before their enrollment.
  - The Group agrees to provide Premera Blue Cross the following information required by the MMSEA:
    - Employer Tax Identification Number (TIN/EIN);
    - Social Security Numbers (SSNs) of all covered individuals (employees and dependents); and
    - Medicare Health Insurance Claim Numbers (HICNs) for all Medicare entitled individuals.
  - The Group also agrees to notify Premera Blue Cross promptly if the Group experiences an increase in "total employee count," defined below, that would change the order of liability from Medicare primary to Medicare secondary according to the following guidelines.
    - Working Aged Medicare Beneficiaries\*. For enrollees that are also covered by Medicare based solely on their age, Medicare is the primary payer to the group health plan if the Group did not employ 20 or more "total employees" for each working day in each of 20 or more calendar weeks in either the current or preceding calendar year. For all other groups, Medicare pays secondary to the group health plan.
    - Disabled Medicare Beneficiaries\*. For enrollees that are also covered by Medicare based solely on disability other than End Stage Renal Disease, Medicare is the primary payer to the group health plan if the Group did not employ more than 100 employees on 50% or more of its working days in the preceding calendar year. For all other groups, Medicare pays secondary to the group health plan.
- \* When determining the "total employee count," include all full-time and part-time employees, as well as those employees on disability and subject to FICA taxes. Also, count leased employees if they would be counted as employees under §414(n)(2) of the Internal Revenue Code (IRC), and count employees employed by an "affiliated service group" under IRC §414(m) or by employers considered to be a "single employer" under IRC §52(a) or (b).
- The Group agrees to comply with the Medicare Prescription Improvement and Modernization Act of 2004 (MMA). MMA requires groups that provide prescription drug coverage to Medicare eligible individuals to provide Medicare Part D Creditable Coverage Notices, and report creditable coverage status to the Center for Medicare and Medicaid Services (CMS).
  - If the Group has a grandfathered plan, the Group must maintain records that will document the terms and limitations of its grandfathered plan that existed on March 23, 2010. The Group must also maintain any other documents needed to confirm, explain, or clarify the plans' grandfathered status. The Group must maintain this documentation for as long as the Group takes the position that the plan is grandfathered. The Group must make its documentation available to Premera Blue Cross, an enrollee, or a state or Federal agency upon request. If the Group no longer believes its plan to be grandfathered, or if it is found not to be grandfathered by a State or Federal agency, the Group must notify Premera Blue Cross as soon as practicable. The group will indemnify, defend, and hold Premera Blue Cross harmless for any claims, damages, judgments and expenses (including attorney's fees) based on or arising out of, directly or indirectly, the Group's determination of its grandfathered status.

For delivery timeliness of notices to Premera Blue Cross, please see "Notice" earlier in this document.

### **INACCURATE AND UNAPPROVED DESCRIPTIVE MATERIALS**

The Group will indemnify, defend and hold Premera Blue Cross harmless for any claims, damages, judgments and expenses (including attorney's fees) based on or arising out of, directly or indirectly, descriptive materials written, created, designed or printed by the Group, or on the Group's behalf by any third party when such descriptive materials are used without prior approval Premera Blue Cross, and/or inaccurately reflect any of the terms, conditions, and/or provisions of this contract.

The term "descriptive materials" includes, without limitation, any type of circular, leaflet, booklet, summary, handbook, letter or form that describes in whole or in part any of the terms, conditions and/or provisions of this Contract.

### **COBRA**

As directed by the Federal Consolidated Omnibus Budget Reconciliation Act of 1985, (referred to in this Contract

as "COBRA"), most employers with 20 or more employees must offer enrollees who meet COBRA's "qualified beneficiary" criteria an election to continue their group coverage. The Group is responsible to determine if it's required to comply with COBRA at the time of initial application and renewal of this Contract.

The Group must fulfill all the obligations and responsibilities regarding continued coverage that are assigned by COBRA to the employer, plan sponsor or administrator, and to the "group health plan." Premera Blue Cross is not the COBRA plan administrator, and Premera Blue Cross's actions pertaining to COBRA continued coverage won't be construed as relieving the Group of responsibility under COBRA. Nothing contained herein is intended to serve as legal advice. The Group should consult legal advisors as to the scope and applicability of COBRA.

The COBRA provisions outlined in the employee benefit booklet are a summarization of the requirements of the COBRA law. If there's a discrepancy between this summary and federal law, federal law will prevail.

When requested by the Group, Premera Blue Cross will provide continued coverage under this Contract, but only to the extent that members are entitled to continue group coverage under the COBRA law, and only to the extent required by the COBRA law. In addition, all the requirements listed below must be met in order for the plan to provide COBRA coverage:

- The Group is subject to COBRA on the date of the qualifying event. If the Group was not subject to COBRA on the effective date of this Contract, the Group must notify Premera Blue Cross as soon as possible if it will become subject to COBRA on the next January 1. If the Group's workforce shrinks during the calendar year, the Group must also notify Premera Blue Cross as soon as possible that it will no longer be subject to COBRA on the next January 1.
- The Group complies with all the requirements assigned by COBRA to the employer, plan sponsor, plan administrator or group health plan that pertain to that qualified beneficiary. This includes all of COBRA's notice requirements and the time limits set by COBRA for each. If the Group appoints a third party to perform COBRA notices or other administrative tasks, that party's failure to meet COBRA's standards will be deemed a failure of the Group.
- The qualified beneficiary elects and pays for COBRA within the time limits set by COBRA, and the application and required subscription charges are submitted to Premera Blue Cross with the Group's next billing.
- The required subscription charges continue to be paid when due or within the 30-day COBRA grace period. The Group must submit qualified beneficiaries' subscription charges with its regular monthly subscription charge payment.
- This Contract remains in force. The Group acknowledges that even after this Contract is terminated, COBRA may require the Group to offer continuation unless the Group ceased to offer group health care coverage to any employee.

The Group will terminate the coverage for any qualified beneficiary who doesn't elect COBRA continuation.

## **LABOR DISPUTE**

Washington State law requires that if a subscriber's compensation is suspended or terminated, directly or indirectly, due to a strike, lockout, or other labor dispute, that subscriber must be allowed to pay the subscription charges due to keep the coverage under this plan in force for himself or herself and his or her enrolled dependents for up to six months.

The Group must send written notice of this right immediately to each affected subscriber at the most recent address the Group has for him or her. The Group is responsible for receiving the subscription charges for this interim coverage and remitting them to Premera Blue Cross with its payment for the same period of coverage for active subscribers.

The Group must notify Premera Blue Cross of the labor dispute as far in advance as possible. For delivery timeliness, please see "Notice" earlier in this document.

## **INDEPENDENT CORPORATION**

The Group hereby expressly acknowledges, on behalf of itself and all of its eligible employees and their eligible dependents, its understanding that the Contract constitutes a contract solely between the Group and Premera Blue Cross. Premera Blue Cross is an independent corporation operating under a license with the Blue Cross Blue Shield Association, an association of independent Blue Cross Blue Shield Licensees (the "Association"). The Group expressly acknowledges that Premera Blue Cross is not contracting as the agent of the Association and that the Association has no obligation under the Contract. The Association permits Premera Blue Cross, as a Licensee, to use its Service Marks as follows:

- The Blue Cross Service Mark in the States of Washington and Alaska
- The Blue Shield Service Mark in the State of Alaska

The Group further acknowledges and agrees that it has not entered into the Contract based upon representations by any person other than Premera Blue Cross, and that no person, entity or organization other than Premera Blue Cross shall be held accountable or liable to the Group for any of Premera Blue Cross obligations to the Group created under the Group Contract. This provision shall not create any additional obligations whatsoever on Premera Blue Cross's part other than those obligations created under other provisions of the Contract.

#### **RIGHTS OF ASSIGNMENT**

- Notwithstanding any other provision in this Contract, and subject to any limitations of state or federal law, in the event that Premera Blue Cross merges or consolidates with another corporation or entity, or does business under another name or jointly with another entity, or transfers this Contract to another corporation or entity, this Contract shall remain in full force and effect in accordance with its terms, and bind the Group and the successor corporation or other entity. In such event, Premera Blue Cross guarantees that all Premera Blue Cross obligations under this Contract will be performed by the successor entity.
- No assignment of the Group's interest hereunder may be made without Premera Blue Cross prior written consent and any such assignment shall be void.

#### **SEVERABILITY, CONSTRUCTION AND INTERPRETATION**

This Contract and any questions concerning the validity, construction, interpretation, and enforcement of this Contract or the benefits provided herein shall be governed by the laws of the State of Washington, except to the extent pre-empted by federal law.

Should any part, term or provision of this Contract be held by the courts to be illegal or in conflict with any law of the State of Washington, the validity of the remaining portion shall not be affected.

#### **TRADEMARK**

We reserve the right to, the control of, and the use of the words "Premera Blue Cross, Premera Blue Cross Blue Shield of Alaska and all symbols, trademarks and service marks existing or hereafter established. The Group shall not use such words, symbols, trademarks or service marks in advertising, promotional materials, materials supplied to enrollees or otherwise without Premera Blue Cross's prior written consent which shall not be unreasonably withheld.

**EXHIBIT A**  
**LARGE GROUP FULLY INSURED FUNDING ARRANGEMENT AGREEMENT**  
**to the Group Health Benefit Plan Contract ("the Contract") between**

**PREMERA BLUE CROSS**  
**AND**  
**WENATCHEE SCHOOL DISTRICT**

**Effective: November 1, 2017 through October 31, 2018**

All participating employers and segmented employers who are members of the Group shall be treated as one entity for purposes of this Contract, including the establishment of Contractual Rates, billing, and calculation of late charges.

**I. DEFINITIONS**

In addition to the definitions in the "Definitions" section of the benefit booklet(s), the following definitions apply:

**Contractual Rate**

The term "Contractual Rate" means the monthly subscription charges set forth as such in Attachment A for the Contract Term.

**Contractual Revenue**

The term "Contractual Revenue" means the total of the Contractual Rate for each rate classification multiplied by the number of employees in each such classification for each month in the Contract Term. Contractual Revenue does not include Customization Fees, if such fees are charged for this Plan.

**Contribution and Participation Requirements**

The term "Contribution Requirement" means the percentage or dollar amount contribution the employer will make toward the cost of employee and/or dependent coverage. The term "Participation Requirement" means the minimum percentage or number of employees and/or dependents that must be enrolled under the Plan. The Contribution and Participation Requirements are set forth in the Attachment A.

**Customization Fee**

The term "Customization Fee" means the fee that applies if the Group requests either of the following:

1. A Plan benefit configuration that Premera Blue Cross has determined to be nonstandard for the plan type and was not filed as standard with the state regulators for that reason.
2. An off-anniversary benefit change, regardless of whether the desired benefit is standard for the plan type. The Customization Fee for each off-anniversary change shall be \$2,000. Any changes in benefits made off-anniversary must be in compliance with state and federal law.

For purposes of Customization Fees, "benefits" include eligibility, termination, continuation and benefit payment provisions, benefit terms, limitations, and exclusions, funding arrangement changes, and any other standard provisions of the Plan. Fees are computed based on current administrative costs to implement and administer the benefit.

Customization Fees assessed on this Plan as of its effective date are set forth in Attachment A. Off-anniversary Customization Fees, if any, will be invoiced separately to the Group.



#### Due Date

The day of the month upon which subscription charge payments are due. The Due Date is shown on the face page of this Contract.

#### Grace Period

The term "Grace Period" means the period of time (see Attachment A) from the Due Date during which the Group may make the required payment and the Contract will not be terminated for nonpayment.

## **II. CONTRACTUAL RATES (MONTHLY SUBSCRIPTION CHARGES)**

### A. Contractual Rates

The monthly Contractual Rates for the Contract Term are set forth in Attachment A.

### B. Adjustments to Contractual Rates

The Contractual Rates set forth in II.A. above will remain in effect until the end of the Contract Term, and during any extension thereof granted by Premera Blue Cross, or until the Contract is terminated, if earlier. During the period for which this guarantee is effective, Premera Blue Cross agrees to accept payment of these subscription charges as payment in full for the current level of benefits provided under this Contract. However, Premera Blue Cross reserves the right to revise current subscription charges at any time during the Contract Term if either of the following occurs:

1. Should any federal, state or local authority mandate a change in benefits, eligibility or procedure or impose or change a tax or assessment on Premera Blue Cross or the Plan during the Contract Term or any extension of the Contract Term, whether by statute, regulation, interpretation or otherwise. Premera Blue Cross may increase the Contractual Rates set forth in Attachment A, as of the date specified in Premera Blue Cross's notice to the Group or its agent.
2. Premera Blue Cross may increase the Contractual Rates during the Contract Term by giving thirty (30) days advance written notice to the Group or its agent, if Premera Blue Cross determines that the basis upon which Premera Blue Cross assumed the risk is materially changed for any reason. Examples of material changes that may require re-rating are:
  - a. A benefit change requested by the Group.
  - b. A fluctuation of ten (10) percent or more in the number of Members as set forth on the census information included in Attachment A which is herein incorporated by reference and made a part of this Contract.
  - c. A change in the amount of the employer's contribution on behalf of each Member.
  - d. Fraud or intentionally false or misleading medical or other information
  - e. A change in procedure agreed to by the Group and Premera Blue Cross including any change in Premera Blue Cross's reporting requirements.
  - f. A change in the Group's health care plans and/or carriers from those set forth in Attachment A.
  - g. The addition of Members, with Premera Blue Cross's prior approval, who live outside Washington and Alaska.
  - h. The addition of a dual, triple, or multiple choice option or a change in the plan choices offered by a dual, triple or multiple choice group.
  - i. A change in the third-party administrator, if any, used by the Group with respect to the benefits provided under this Contract. The Group will provide Premera Blue Cross no less than one hundred and twenty (120) days' advance written notice of any such change.Any such revision to current subscription charges will take effect on the date specified in the notice. For delivery timeliness, see "Notice" in "Standard Provisions."
3. Premera Blue Cross may adjust the Contractual Rates during the Contract Term by giving thirty (30) days advance written notice to the Group or its agent, if the Group agrees with Premera Blue Cross that the Contractual Rates are based in whole or in part upon a mistake that materially impacts such rates.

### **III. PAYMENTS**

#### **A. Monthly Payments**

No benefits are payable for expenses incurred on any date for which subscription charges are not paid. The Group is liable for all subscription charges covering any period of time that this Contract remains in force.

During the Contract Term, Premera Blue Cross will bill the Group based upon the previous month's eligibility. The Group shall provide Premera Blue Cross with updated eligibility information. The Group shall be liable for, and shall pay to Premera Blue Cross on or before the first day of each month, an amount equal to the total of the monthly Contractual Rates on behalf of the Members included on the updated eligibility list. The Contractual Rate amounts is shown in Attachment A.

#### **B. Late Payments**

A Grace Period (see Attachment A) after the Due Date shall be allowed to the Group for payment of the monthly Contractual Rates. If Premera Blue Cross does not receive payment by the end of the Grace Period, the Contract may automatically terminate on the Due Date. No benefits will be paid for otherwise eligible expenses incurred on any day for which payment has not been made. If a partial payment has been received, Premera Blue Cross may, at its discretion, return the payment or provide benefits for those Members for whom payment has been made. Acceptance by Premera Blue Cross of late or partial payment shall not be construed as a waiver of Premera Blue Cross's right to demand timely payment or to terminate this Contract for nonpayment.

#### **C. Late Charges**

Premera Blue Cross reserves the right to invoke the provision below for all groups covered by this Fully Insured funding arrangement. Premera Blue Cross will notify all such groups 30 days in advance of the date that Premera Blue Cross will begin invoking this provision. Premera Blue Cross will then charge late charges on payments that are not received within any Grace Period that falls on or after the date stated in the notice.

If Premera Blue Cross does not receive a payment by the end of the Grace Period, the Group will pay Premera Blue Cross a daily late charge. This late charge is calculated from the Due Date, rather than from the end of the Grace Period. The late charge is based on the average prime rate posted by Premera Blue Cross's designated bank during the Contract Term, plus two (2) percent on the amount of the late payment for the number of days late. Late charges will not be assessed against any partial payment that Premera Blue Cross retains. Late charges are in addition to Contractual Revenue and they are calculated and billed at the end of the Contract Term or upon termination of the Contract, if earlier.

#### **D. Customization Fees**

Customization Fees for custom benefits that take effect on the effective date shown on the Face Page of this Contract are due and payable prior to that effective date. Customization Fees for off-anniversary benefit changes are due and payable prior to the effective date of the change.

### **IV. CONTRIBUTION AND PARTICIPATION REQUIREMENTS**

- A. The Group must pay at least the minimum percentage of the Contractual Rate for employees that is shown in Attachment A. At least the minimum percentage of eligible employees that is shown in Attachment A must be enrolled.
- B. When a percentage of the Contractual Rate is shown in Attachment A, the Group must pay at least the minimum percentage of the Contractual Rate for dependents, if any is shown in Attachment A. At least the minimum percentage of the eligible dependents, if any is shown in Attachment A, must be enrolled.
- C. If the Group has Members who are continuing this plan's coverage as directed by COBRA, they do not count toward the participation minimums.
- D. For purposes of this Section IV, eligible Members are individuals who satisfy the Contract's eligibility requirements, except for any contribution requirement.

Premera Blue Cross reserves the right to terminate this Contract if the Group fails to maintain the contribution and participation requirements stated in the Attachment A or any eligibility requirement stated in the Group Contract.

**V. ACCOUNTING**

A. Accounting

No annual or final accountings will be performed. Gains and losses will be absorbed by us.

B. Reporting

Within one hundred twenty (120) days of the end of the Contract Term, Premera Blue Cross shall provide information to the Group for preparing Form 5500's when such forms are required by law. The Group shall be solely responsible for insuring timely filing of the Form 5500's.

**VI. CONTRACT TERMINATION**

This Contract can be terminated as described in "Contract Termination" in the "When Will My Coverage End?" section of the benefit booklet.

**VII. OTHER PROVISIONS**

A. Credit Worthiness

Evidence of credit worthiness, which is satisfactory to Premera Blue Cross, may be required at any time during the Contract Term as Premera Blue Cross deems necessary.

**ATTACHMENT A  
to the Fully Insured Funding Arrangement Agreement  
between  
PREMERA BLUE CROSS**

**and  
Wenatchee School District**

Effective: 1-Nov-2017 through 31-Oct-2018

**GRACE PERIOD**

Thirty (30) Days

**BROKERAGE FEES AND COMMISSIONS**

The Contractual Rates include brokerage fees and commissions equal to 2.00 percent of the Contractual Rate.

**CONTRACTUAL RATES (MONTHLY SUBSCRIPTION CHARGES)**

The monthly Contractual Rates for the Contract Period are as follows:

Group No. 4012254

**Rate Classification**

	Employee Only	Employee + Spouse	Employee + Family	Employee + Child(ren)
Plan A	\$101.70	\$101.70	\$101.70	\$101.70
Plan A w Ortho	\$111.30	\$111.30	\$111.30	\$111.30

Dental Rates for contract year November 1, 2018 - October 31, 2019 are guaranteed not to exceed +9% from the rates listed above.

**CONTRIBUTION AND PARTICIPATION REQUIREMENTS**

	Employer Contribution	Participation
Employees	Same as Current	Same as Current
Dependents	Same as Current	Same as Current

**ACCOUNTING PROCEDURES**

No annual accountings are performed under this funding arrangement. Premera Blue Cross absorbs all gains and losses.

**NUMBER OF ENROLLEES**

The Contractual Rates are based on the following:

Number of Active Enrollees:

Employees	Spouse	Children
428	81	391

Other carriers offered: None

# MEMORANDUM

## Inventory Surplus

TO:	Board of Education
FROM:	Karen Walters, Director of Accounting
DATE:	January 9, 2018
SUBJECT:	Declaration of Surplus

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

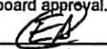
Building	Quantity	Item
<b>Columbia</b>	20 Boxes	Library Books
	9 Boxes	Misc. Math & Health Books
<b>Washington</b>	8 Boxes	Misc. Books
<b>Wenatchee High School</b>	3 Boxes	German Language VHS Tapes
	2 Boxes	Electric Skilllets
	1 Box	Alles Gutes Material
	1 Box	Audio Visual Equipment
	1 Box	VCR, Remotes, Cables
<b>Special Education</b>	1	Adaptive Giraffe Stander
	1	Desk Speakers
	2	ACC Devices
	1	FM System
	1	Red Wagon
	2	Chalk Boards 4'x6'
	1 Box	Headphones
10 Boxes	Misc. Curriculum	
<b>District Office</b>	2 Boxes	Keyboard Trays
	1	File Holder on Wheels
	1 Box	Misc. Office Supplies

## 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 Flores, 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?
12/12/17	NEW	MUSIC THEATRE INTERNATIONAL	SPRING PLAY DEPOSIT AND ROYALTIES-THE WEDDING SINGER	DEPOSIT \$400 ROYALTIES \$900	12/12/17-3/17/18	<u>Eric Anderson</u>	<u>Brian Flores</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?	
				402-4490	NO	Initials <u>12/13/17</u> Today's Date	YES	

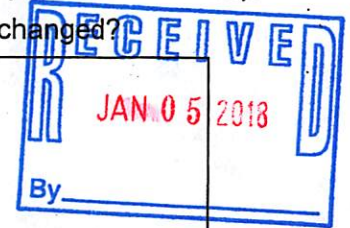
### Agency Contact Information (who & where contract needs to be mailed)

Agency Name: Music Theatre International  
 Attention: \_\_\_\_\_  
 Street address or PO Box: 423 West 55th St  
 City, State, Zip Code: New York, New York 10019  
 Email Address: licensing@MTIShows.com  
 Phone Number: 212-397-4684

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

If this is a revision, what changed?

Contract for Spring Play 3/8/18-3/17/18, The wedding Singer. This is for the librettos, royalties and deposit.



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

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

Requires Edits? yes

# MTI PRODUCTION CONTRACT

Your MTI Rep: TROY PEPICELLI  
Your MTI Account Number: 8579570  
Contract #: 9477986 Printed on: 01/05/18

## Licensee:

WENATCHEE HIGH SCHOOL  
ATTN.: PAUL ATWOOD  
P.O.BOX 1767  
WENATCHEE, WA 98807

TELE#: 509-662-6032 FAX:  
E-MAIL: kellyatw@earthlink.net

- REPRINT -

Contract Issue Date: 01/05/18  
Contract Expiration Date: 02/16/18  
Valid For Performances From: 03/08/18 - 03/17/18

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:  
THE WEDDING SINGER

## SPECIAL CONDITIONS

## ROYALTY

ROYALTY A) \$400.00 For Each Regular, Benefit or Other Performance  
Provisions: Regular Performance  
Seating Limited to 200 per Performance  
Tickets @ 15.00 10.00

## SECURITY DEPOSIT

\$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/missing materials/brokerage fees, late charges and/or any outstanding account obligations.

## RENTAL FEE

\$900.00 for a standard set of materials or any part thereof  
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

# CONTRACT CONFIRMATION

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: TROY PEPICELLI  
Your MTI Account Number: 8579570  
Contract #: 9477986 Printed on: 01/05/18

## CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: WENATCHEE HIGH SCHOOL  
Name of Show: THE WEDDING SINGER  
Name and address of performance space/venue: AUDITORIUM  
1101 MILLERDALE, WENATCHEE, WA 98801

Date(s) of performance(s): 03/08/2018 - 03/17/2018

Contract Expires: 02/16/2018

Please list number of performances  
for each calendar month: 8

SHIP WITH:  Partial/Alternate Orchestration  Full Orchestration  No Orchestration  
(check one) (If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

Royalty A for 8 performance(s) @ \$ 400.00 per performance, a total of \$ 3200 -

RENTAL: \$900.00 for a standard set of materials or any part thereof \$ 900.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X \_\_\_\_\_ months \$ \_\_\_\_\_

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ 395.00

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. \$ \_\_\_\_\_

TOTAL: \$ 4895.00

TOTAL AMOUNT ENCLOSED: \$ 400.00

OUTSTANDING OBLIGATIONS: \$ -4495.00

## SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges.  
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one)  RUSH  SECOND DAY  GROUND

Shipping Address: 1001 Crest St

City: Wenatchee State: WA Zip/Postal Code: 98801

## PAYMENT

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

CREDIT CARD:  VISA  MASTERCARD  AMERICAN EXPRESS  
Card Number: \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Name on Card: \_\_\_\_\_ Billing Postal Code: \_\_\_\_\_  
Signature: \_\_\_\_\_ Amount: \_\_\_\_\_

\*PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

## ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at [www.MTIShows.com/PerfLicense](http://www.MTIShows.com/PerfLicense).

PRINT YOUR NAME \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DAYTIME TELEPHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT



# CONTRACT CONFIRMATION

LICENSEE COPY

Your MTI Rep: TROY PEPICELLI  
Your MTI Account Number: 8579570  
Contract #: 9477986 Printed on: 01/05/18

## CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: WENATCHEE HIGH SCHOOL  
Name of Show: THE WEDDING SINGER  
Name and address of performance space/venue: AUDITORIUM  
1101 MILLERDALE, WENATCHEE, WA 98801

Date(s) of performance(s): 03/08/2018 - 03/17/2018

Contract Expires: 02/16/2018

Please list number of performances  
for each calendar month: 8

SHIP WITH:  Partial/Alternate Orchestration  Full Orchestration  No Orchestration  
(check one) (If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

Royalty A for 8 performance(s) @ \$ 400.00 per performance, a total of \$ 3200.00

RENTAL: \$900.00 for a standard set of materials or any part thereof \$ 900.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X \_\_\_\_\_ months \$ \_\_\_\_\_

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. \$ 400.00  
Failure to do so may result in a delay in the processing of your license.

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ 398.00

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. \$ \_\_\_\_\_

TOTAL: \$ 4898.00

TOTAL AMOUNT ENCLOSED: \$ 400.00

OUTSTANDING OBLIGATIONS: \$ 4498.00

## SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges.  
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one)  RUSH  SECOND DAY  GROUND

Shipping Address: 1001 Circle St

(NO P.O. BOXES)  
City: Wenatchee State: WA Zip/Postal Code: 98801

## PAYMENT

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

CREDIT CARD:  VISA  MASTERCARD  AMERICAN EXPRESS

Card Number: \_\_\_\_\_ Exp. Date \_\_\_\_\_

Name on Card: \_\_\_\_\_ Billing Postal Code: \_\_\_\_\_

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

\*PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

## ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at [www.MTIShows.com/PerfLicense](http://www.MTIShows.com/PerfLicense).

PRINT YOUR NAME \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DAYTIME TELEPHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

KEEP THIS PAGE FOR YOUR RECORDS

# **STANDARD RENTAL SET**

Your MTI Rep: TROY PEPICELLI  
Your MTI Account Number: 8579570  
Contract #: 9477986 Printed on: 01/05/18

## **YOUR STANDARD RENTAL SET WILL INCLUDE:**

- 1 KEYBOARD1 - CONDUCTOR SCORE
- 25 LIBRETTO/VOCAL BOOK
- 1 PIANO VOCAL SCORE

# ADDITIONAL MATERIALS

Your MTI Rep: TROY PEPICELLI  
 Your MTI Account Number: 8579570  
 Contract #: 9477986 Printed on: 01/05/18

## ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY	COST EACH	TOTAL
<b>ADDITIONAL MATERIALS</b>			
KEYBOARD1 - CONDUCTOR SCORE (Replacement Fee \$120.00)	_____	x \$ 30.00	= \$ _____
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____	x \$ 6.25	= \$ _____
PIANO VOCAL SCORE (Replacement Fee \$80.00)	_____	x \$ 20.00	= \$ _____
ADDITIONAL ORCHESTRA PARTS ( Replacement Fee \$60.00)	_____	x \$ 15.00	= \$ _____
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)			
<b>THEATRICAL RESOURCES</b>			
CUSTOMIZABLE SHOW POSTERS (Call for Pricing)			
KEYBOARD PATCH SOLUTIONS (Call for Pricing)			
LOGO PACK DIGITAL	_____	x \$ 75.00	= \$ _____
ORCHEXTRA (Call for Pricing)			
REFERENCE RECORDING	_____	x \$ 20.00	= \$ _____
REHEARSCORE+ DIGITAL	_____	x \$ 300.00	= \$ _____
TRANSPPOSITIONS-ON-DEMAND (Call for Pricing)			
VIRTUAL STAGE MANAGER (Call for Pricing)			
LOGO TEES SIX-PACK ADULT LARGE	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT MEDIUM	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT SMALL	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT X-LARGE	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT XX-LARGE	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD LARGE	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD MEDIUM	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD SMALL	_____	x \$ 80.00	= \$ _____

Add total for all items here.

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) \$ \_\_\_\_\_

You MUST return this form along with your contract to receive materials.

**RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS**

# ORCHESTRATION

## STANDARD ORCHESTRATION

Your MTI Rep: TROY PEPICELLI  
Your MTI Account Number: 8579570  
Contract #: 9477986 Printed on: 01/05/18

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

### STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	
1	_____	DRUMS	
1	_____	GUITAR 1	ACOUSTIC GUITAR, ELECTRIC GUITAR
1	_____	GUITAR 2	ACOUSTIC GUITAR, ELECTRIC GUITAR
1	_____	GUITAR 3	ACOUSTIC GUITAR, ELECTRIC GUITAR
1	_____	KEYBOARD 2	
1	_____	KEYBOARD 3	
1	_____	PERCUSSION	
1	_____	REED 1	ALTO SAXOPHONE, Bb CLARINET, FLUTE
1	_____	REED 2	BARITONE SAXOPHONE, ENGLISH HORN, FLUTE, OBOE TENOR SAXOPHONE
1	_____	TRUMPET	FLUGELHORN, TRUMPET

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

# BILLING CREDITS

Your MTI Rep: TROY PEPICELLI  
Your MTI Account Number: 8579570  
Contract #: 9477986 Printed on: 01/05/18

## SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

	Size	Type
THE WEDDING SINGER		100%
Book by Chad Beguelin and Tim Herlihy		
Music by Matthew Sklar		
Lyrics by Chad Beguelin		50%
Based upon the New Line Cinema film		
Written by Tim Herlihy		30%

"The names of the Composer, Lyricist and Bookwriter shall be equal in size, type, coloring, boldness and prominence. No billing shall appear in type larger or more prominent than the billing to the Authors except for the title of the Play. If the credit to the Authors is greater than 50%, the film credit shall be no less than 60% the size of the Authors' credit.

"In addition, you agree to include the following on the main credit page in all programs:

Originally produced by  
Margo Lion New Line Cinema The Araca Group  
Roy Furman Douglas L. Meyer / James D. Stern  
Rick Steiner / The Staton Bell Osher Mayerson Group JAM Theatricals  
Original Broadway production directed by John Rando  
Orchestrations by Irwin Fisch

## MTI BILLING

In accordance with the **Dramatic Performing Rights License**, all publicity materials (posters, programs, etc.) **MUST** include the following credit:

**THE WEDDING SINGER**  
Is presented through special arrangement with Music Theatre International (MTI).  
All authorized performance materials are also supplied by MTI.  
[www.MTIShows.com](http://www.MTIShows.com)

## VIDEOTAPING WARNING

This license does **NOT** grant you the right\*\* to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show By means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

**The videotaping or other video or audio recording of this production is strictly prohibited.**

\*\*except with certain titles, where a limited video license is available for \$75.00 and you have purchased that license.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

# PERFORMANCE LICENSE

## SECTION I

Your MTI Rep: TROY PEPICELLI  
Your MTI Account Number: 8579570  
Contract #: 9477986 Printed on: 01/05/18

BUSINESS OFFICE  
Phone: (212) 541-4684 Fax: (212) 397-4684  
Music Theatre International  
423 West 55th Street  
New York, NY 10019

MTI MUSIC LIBRARY  
Phone: 860-379-3320  
Music Theatre International  
31A Industrial Park Road  
New Hartford, CT 06057

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understood the terms, conditions and provisions set forth below;
- b) you are authorized to enter into the Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

### I. COPYRIGHT PROVISIONS

Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play:** Under federal law, you may not make any changes, including but not limited to the following:
  - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
  - b. You may not delete, in whole or in part, any material in the existing Play.
  - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
  - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
  - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI’s prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
  - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
  - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph 1.2 (This Paragraph), with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
  - a. **Recording:** This license does not grant you the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing.
  - b. **Broadcast:** Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
4. **Program/Poster/Advertising Credits**
  - a. **Author/Creator:** You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
  - b. **MTI:** You must give appropriate credit to MUSIC THEATRE INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:

“[Name of Play]” is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI, 423 West 55th Street, New York, NY 10019  
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com
  - c. If your program contains cast and/or creative team bios, MTI encourages you to include bios for the authors as well as the MTI bio. Bios can be found on MTI’s website at [www.MTIShows.com/programbios](http://www.MTIShows.com/programbios) or obtained by request from MTI.
  - d. You must include the following warning in your program:

“The videotaping or other video or audio recording of this production is strictly prohibited.”
  - e. **Logos:** You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the applicable fee.
  - f. **Merchandise:** You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

**PLEASE KEEP THIS PAGE FOR YOUR RECORDS**

# PERFORMANCE LICENSE

## SECTION II

Your MTI Rep: TROY PEPICELLI  
Your MTI Account Number: 8579570  
Contract #: 9477986 Printed on: 01/05/18

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understood the terms, conditions and provisions set forth below;
- b) you are authorized to enter into the Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

## II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI's BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI's receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.
4. **Complimentary Tickets:** You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
8. **Warranty:** We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
9. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

# PERFORMANCE LICENSE

## SECTION III

Your MTI Rep: TROY PEPICELLI  
Your MTI Account Number: 8579570  
Contract #: 9477986 Printed on: 01/05/18

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understood the terms, conditions and provisions set forth below;
- b) you are authorized to enter into the Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

### III. MATERIALS RENTAL PROVISIONS

1. **Term:** Unless otherwise indicated in the accompanying Production Contract, the term of rental shall be 2 (two) months.
2. **Delivery:** Provided MTI has received a signed copy of the Production Contract and the full applicable royalty, rental and security fees, the rented materials will be shipped approximately two months prior to the first performance. Please allow approximately ten (10) days for delivery.
3. **Additional Rental Time:** If the rented materials are needed in advance of the 2 month period stated below, the charge is four hundred dollars (\$400.00) each extra month or part thereof, subject to availability.
4. **Suitability:** MTI makes no representation as to the adequacy, suitability and/or condition of the materials indicated above. Any missing or damaged materials MUST be reported to MTI's Business Office within forty-eight (48) hours after your receipt of them, or you may be liable for full replacement charges upon their return to MTI.
5. **Shipping Charges:** You shall pay shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. MTI ships by U.S. Mail, Air Freight, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense. A \$10 handling fee is applied to each order.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under the terms of this License, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars (\$20.00) for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all of the rented material. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee.
7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library (Address listed below)  
DO NOT SHIP MATERIALS TO THE BUSINESS OFFICE!

**RETURN ALL MATERIALS TO:**

**Music Theatre International**  
31A Industrial Park Road  
New Hartford, CT 06057  
Phone: 860-379-3320

Any materials returned to MTI's Business Office will be subject to a transfer charge of up to \$50.00.

8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

**PLEASE KEEP THIS PAGE FOR YOUR RECORDS**



**\*\*Please give this form to your BUSINESS OFFICE or PURCHASING DEPARTMENT\*\***  
 Your organization may require MTI's W-9 before it can pay amounts due under your license.  
**Questions? Email: [ap@mtishows.com](mailto:ap@mtishows.com).**

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.	
Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MTI Enterprises, Inc. d/b/a		
	<b>2</b> Business name/disregarded entity name, if different from above Music Theatre International		
	<b>3</b> Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	<b>5</b> Address (number, street, and apt. or suite no.) 423 West 55th Street 2nd Floor	Requester's name and address (optional)	
	<b>6</b> City, state, and ZIP code New York, NY 10019		
	<b>7</b> List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <small>Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</small>																									
	<b>Social security number</b> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> <tr> <td>-</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>													-											
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1	3	-	2	9	7	6	4	6	8																

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.
--

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Rick Hilant</i>	Date ▶ 9/13/2017
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

This document is intentionally included for organizations that require MTI's W-9. Please give this form to your

**BUSINESS OFFICE or PURCHASING DEPARTMENT**

# Wenatchee School District Sports Camp/Clinic Application

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

- |  |  |
|--|--|
| <p>1. <u>Fun Run</u><br/>Type of Camp</p> <p>3. <u>WHS Cross Country Teams</u><br/>Group Sponsoring Camp</p> <p>5. <u>Bundle-Up Fun Run</u><br/>Name of Clinician</p> <p>7. <u>Saturday, January 20, 2018</u><br/>Date(s) of Camp</p> <p>9. <u>Youth to Adult</u><br/>Age (Grade) of Participants</p> <p>11. <u>100</u><br/>Anticipated Number of Male Campers</p> | <p>2. <u>Raise money for Fall XC trip</u><br/>Purpose of Camp</p> <p>4. <u>Loop Trail to WWPP</u><br/>Camp Location</p> <p>6. _____<br/>Address of Clinician</p> <p>8. <u>11:30 AM start thru 1:00 PM</u><br/>Number &amp; Types of Sessions</p> <p>10. <u>\$10.00</u><br/>Cost Per Participant</p> <p>12. <u>100</u><br/>Anticipated Number of Female Campers</p> |
|--|--|

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

Yes                       No

*Suzanne Walden*  
Camp Sponsor Signature  
1-5-2018  
Date of Signature

*[Signature]*  
Building Principal Signature  
1/8/18  
Date of Signature

*[Signature]*  
District AD Signature  
1/8/18  
Date of Signature

## School Board Section

\_\_\_\_\_ Approved

\_\_\_\_\_ Rejected

Reason for Rejection:

-----

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

## 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 Flonas, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?
12/28/17	NEW	WSSDA	BOARD LEADERSHIP WORKSHOP	\$700	2/12/18	<u>BRIAN FLONES</u>		YES
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.		
				9700.11.7000.000		_____ Initial _____ Date		

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

Agency Name WSSDA  
 Attention: TRICIA LUBACH  
 Street address or PO Box 221 COLLEGE ST NE  
 City, State, Zip Code OLYMPIA WA 98516-5313  
 Email Address \_\_\_\_\_  
 Phone Number 3602523006

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

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

LEADERSHIP BOARD WORKSHOP



# WSSDA LEADERSHIP DEVELOPMENT SERVICES AGREEMENT

IT IS HEREBY AGREED between the Board of Directors of the Wenatchee School District (hereinafter referred to as the District) and the Washington State School Directors' Association (hereinafter referred to as WSSDA) that leadership development services shall be provided for the Board as described herein.

WSSDA HEREBY UNDERTAKES and agrees, in consideration of payment of the amount specified below, to perform the following services for and on behalf of the District:

Type of services requested and corresponding fees:

- Half-day workshop (1-4 hours) ..... \$700.00
- Full-day workshop (5-8 hours).....\$1000.00
- \_\_\_\_ Hours consulting ..... \$ \_\_\_\_
- Other: \_\_\_\_\_ \$ \_\_\_\_

Date(s) of service requested: February 12, 2018

WSSDA staff or consultant assigned: Tricia Lubach

The WSSDA consultant will contact the Board's representative(s) to finalize the mutually agreeable time, place, duration and topic(s) of the services and will provide the services to the Board under the terms agreed to below.

IN CONSIDERATION OF the above services from WSSDA, the District agrees to pay for the service hours, unless waived by WSSDA. The District will be billed and payment due upon completion of the services.

The District shall, under all circumstances pay the reasonable travel and subsistence expenses of the WSSDA consultant, who shall make travel arrangements directly with the District. If the District cancels the services less than thirty-six (36) hours before they are scheduled, the District agrees to pay WSSDA one half the fee plus any related travel expenses incurred by the consultant.

The District agrees to complete the WSSDA evaluation form after completion of the services.

IT IS MUTUALLY AGREED and understood that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties thereto, and that no oral understanding or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

IN WITNESS WHEREOF, the District and WSSDA have executed this agreement consisting of one (1) page.

SCHOOL DISTRICT

WASHINGTON STATE  
SCHOOL DIRECTORS' ASSOCIATION

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Tim Garchow, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Please return  
two signed originals.*

A countersigned copy will  
be returned for your files.

**Return to:**

WSSDA  
Leadership Development  
221 College St. NE  
Olympia, WA 98516-5313

(360) 252-3006  
Fax: (360) 252-3022  
wssda.org

TO: BOARD OF DIRECTORS  
SUPERINTENDENT

FROM: LES VANDERVORT

RE: GEORGE AND MARLENE RAPOZO SETTLEMENT

DATE: January 9, 2018

Please find the Settlement Agreement and Release of All Claims in addition to the vacation notice by the Rapozo's of 4410 Saturday Ave. Malaga, WA.

In short, the district is paying the Rapozo's three thousand dollars (\$3,000.00) for vacating the district's rental property in Malaga. This agreement releases the district from all claims against the property.

**SETTLEMENT AGREEMENT AND  
RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (“Agreement”), is effective on the last date that all parties have signed this Agreement, and is executed by the Wenatchee School District (“District”), and \_\_\_\_\_, (collectively referred to as “Tenant”).

**I. RECITALS**

- A. The District and Tenant entered into a Residential Rental Agreement (“Rental Agreement”) dated \_\_\_\_\_, 20 \_\_, whereby the District rented to Tenant the premises located at \_\_\_\_\_, Malaga, WA 98828, hereinafter referred to as the “premises.”
- B. The District served the Tenant with a Notice to Terminate Tenancy (“Termination Notice”).
- C. The Termination Notice notified Tenant that Tenant’s Rental Agreement terminated on July 31, 2018. In addition, the Termination Notice stated that the Tenant had to surrender possession of the premises to the District on or before July 31, 2018.
- D. The District and Tenant now desire to enter into this Agreement so as to fully compromise and settle their disputes related to the Rental Agreement.

**II. AGREEMENT**

In consideration of the promises made in this Agreement, the District and Tenant hereby agree as follows:

- 1. Settlement Amount. The District agrees to pay Tenant Three Thousand Dollars and no/100 (\$3,000.00) (“Settlement Payment”). The Settlement Payment shall be paid to Tenant by the District within three (3) business days after the Board has approved the warrant for payment; provided that the Tenant completes the following by April 1, 2018, unless otherwise stated:
  - a. Tenant terminates the Rental Agreement in writing with an effective date of termination of April 1, 2018 or earlier. This written termination notice must be provided to the District no later than March 1, 2018;
  - b. Tenant vacates the premises and removes any personal property from the premises, including, but not limited to, motor vehicles, boats, trailers, debris, garbage, appliances, yard waste, hazardous materials, and any other personal belongings of Tenant;
  - c. Tenant provides the District with any and all keys to the premises;
  - d. Tenant shall discontinue and/or disconnect any utility services to the premises. In addition, Tenant shall provide the District confirmation that all utility services have been disconnected and/or discontinued; and

e. Tenant is in compliance with all provisions of this Agreement.

2. Abandonment of Personal Property. Tenant agrees that any personal property that Tenant has not removed from the premises upon termination date of the Rental Agreement shall be deemed abandoned by Tenant and the District may take possession of such personal property and dispose of it in any manner it determines to be appropriate. Any costs and/or expense that the District incurs for disposing of the abandoned personal property shall be reimbursed to the District by the Tenant. The District shall invoice the Tenant for the costs and/or expenses of the disposal and the amount shall be deducted from the Settlement Payment. If the costs and/or expenses exceed the amount of the Settlement Payment, then the Tenant shall pay the excess within ten (10) business days of the invoice being sent. If payment is not timely then the excess amount shall accrue interest at a rate of 12% per annum until paid or the highest interest rate allowed by law, whichever is lower.
3. Waiver and Release of Claims. In consideration of the promises made in this Agreement, Tenant hereby fully releases and discharges the District and its subsidiaries and affiliates, each of the District School Board members, and past and present District officers, managers, agents, employees, administrators, and attorneys (collectively "Released Parties"), and the predecessors, successors, transferees and assigns of the Released Parties, from any and all claims of any kind, whether known or unknown, that arose on or before the date of this Agreement relating to the Tenant's Rental Agreement and/or Tenant's use or occupancy of the premises.

The claims Tenant is releasing include, but are not limited to, claims of injury to property or persons, including death, breach of contract, breach of the Rental Agreement, unlawful or wrongful eviction, retaliatory eviction, any deficiency in the Termination Notice or the service thereof, breach of duty of the implied warranty of habitability and any other claims under Chapters 59.12 RCW and 59.18 RCW (the "Residential Landlord-Tenant Act"). This release is meant to be as broadly interpreted as allowed by law.

4. Authority and Indemnification. Tenant warrants and represents that Tenant has the right and authority to enter into this Agreement. In the event Tenant breaches this Section, Tenant, to the fullest extent permitted by law, 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, proximately or otherwise, or resulting from, directly or indirectly, the Tenant's breach of this Section.
5. Independent Legal Counsel. Tenant agrees and represents that by entering into this Agreement, he or she has relied on his or her own judgment, belief and knowledge and has not been influenced to any extent whatsoever by any representations or statements of the District, its agents, employees, officials, and/or any person representing the District other than those statements contained herein. Tenant acknowledges that he or she has consulted or has had a reasonable opportunity to consult with independent legal counsel of his or her own choosing in the negotiation, review and preparation of this Agreement. Because all parties have either been represented by legal counsel or have had adequate opportunity to be represented by legal counsel in the preparation of this Agreement, neither party shall be construed as the drafter of this Agreement.

6. No Admission of Liability. Neither this Agreement nor the payments made under this Agreement is an admission of liability or wrongdoing by either party.
7. Governing Law; Venue. This Agreement is governed by the laws of the State of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in the state courts in Chelan County, Washington.
8. Notices. All notices, demands, requests, or other communications required to be given or sent by District or Tenant, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery, addressed as follows:

a. To  
 Tenant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. To           Wenatchee School District  
 District:     Attention: Chief Financial Officer  
                   235 Sunset Ave.  
                   Wenatchee, WA 98801

(509) 663-8161

9. Recitals. The recitals are incorporated herein as part of this Agreement.
10. Headings Not Controlling. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.
11. Board Approval. Tenant acknowledges and understands that this Agreement must be approved by the District's Board of Directors and that this Agreement is contingent upon the approval of the Board of Directors.
13. Public Disclosure Act. Tenant acknowledges that this Agreement may be subject to disclosure by the District under the Ch. 42.56 RCW, the Public Disclosure Act. Tenant hereby consents to the disclosure of the Agreement.
14. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

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



15. Assignment. Tenant may not assign this Agreement, or Tenant's rights hereunder, without District's prior written consent.
16. Modification/ Severability. The terms of this Agreement may only be changed or modified in writing and signed by both parties. If any of the terms of this Agreement are held to be invalid or unenforceable, the remaining terms shall nevertheless continue to be valid and enforceable.
17. Complete Agreement. This Agreement represents and contains the entire understanding between the parties in connection with the subject matter of this Agreement. It is expressly acknowledged and recognized by both parties that there are no oral or written collateral agreements, understandings or representations between the parties other than as contained in this document.

The District and Tenant understand fully that this is a final settlement and disposition of the disputes, present and future, both as to the legal liability and extent of the injury and/or damage which has been sustained and it is covenanted and agreed between the District and Tenant.

DISTRICT:

TENANT:

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

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

\_\_\_\_\_  
 By: Brian Fones, Superintendent  
 WENATCHEE SCHOOL DISTRICT

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

\_\_\_\_\_  
 By: Michele Sandberg, President  
 WENATCHEE SCHOOL DISTRICT

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

November 30 2017

To: Wenatchee School District  
Housing Authority of Chelan County

We are vacating the property on 4410 Saturday Ave on December 31, 2017 including the pasture.

There is \$1,300 held since 2002 for last month rent and damage due to us.

We have already paid December's rent as of today.

Thank You,

George A Rapozo

George A. Rapozo

Marlene B Rapozo

Marlene B Rapozo

RECEIVED

DEC 01 2017

WENATCHEE SCHOOL DIST. 246  
WENATCHEE, WA 98801



# **OVERNIGHT / OUT OF STATE FIELD TRIP REQUESTS**

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# Out of District/Overnight & Out of State Field Trip Requests for Board Approval January 9, 2018



Requesting Location	Trip Number	Dates	Destination	Teacher/Advisor Name	Group Making Trip/Chaperones	Educational Objective	# of Adults	# of Students	Estimated Cost	Funding Source
Wenatchee High School	3597	01/08/2018 03:30:00 PM - 01/09/2018 09:00:00 PM	Olympia, WA	Dawn McCormick	WHS Vocal Jazz Ensemble Chaperones: Dawn McCormick & Gar Dorey	Being honored to sing the Star Spangled Banner at the Governor's State of the State Address	2	22	Still waiting for transportation quote.	ASB - WHS Choirs

**\*\*This trip was a last minute trip as the group was invited on December 20th. They will be departing on January 8th, which is a day before the Board Meeting.**

# WENATCHEE LEARNS

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# STRATEGIES

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



# FACILITY

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# PROJECTS UPDATES

## ITEM # 1

WASHINGTON ELEMENTARY SCHOOL CONSTRUCTION PROJECT  
CHANGE ORDER NO. 10

December 12, 2017

SITUATION

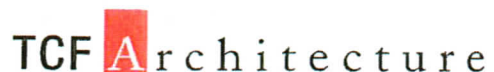
Change Order No. 10 is attached for your review and approval. The change order includes two credits to the School District from the unused balance of the GCCM contingency in the amount of \$72,539.00 and the unused balance of the Negotiated Support Services (NSS) in the amount of \$20,594.00 for a total credit of \$93,133.00 for the Washington Elementary School Modernization & Addition project.

<u>Original Construction Contract Amount</u>	\$24,071,602.03
<u>Current Change Order</u>	
Change Order No 10	(\$93,133.00)
<u>Total Change Orders</u>	
Change Order 1 thru 9	\$690,830.00
Change Order No. 10	(\$93,133.00)
Change Orders 1 thru 10	\$597,697.00
<u>Contract Amount including this Change Order</u>	\$24,669,299.03

RECOMMENDATION

The Board of Directors approves Change Order No. 10 to WLK Joint Venture, Inc. for the Washington Elementary School Construction Project in the amount of (\$93,133.00) decreasing the contract amount to \$24,669,299.03.

**CHANGE ORDER**



PROJECT NAME: **Washington Elementary School**

CHANGE ORDER NO.: **10**

C.O. DATE: **12/6/2017**

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

CONTRACT DATE: **8/3/2015**

THE OWNER: **Wenatchee School District #246**

ARCHITECT'S 2014-001  
PROJECT NO.:

THE ARCHITECT: **TCF Architecture PLLC**

The Contract is changed as follows:

ITEM	DESCRIPTION	ADD OR DEDUCT	AMOUNT
	Remaining Contingency - Credit to Owner	Deduct	(\$72,539.00)
	Remaining NSS - Credit to Owner	Deduct	(\$20,594.00)

<b>TOTAL AMOUNT FOR THIS CHANGE ORDER</b>	<b>DEDUCT</b>	<b>(\$93,133.00)</b>
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**SUMMARY**

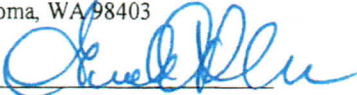
The original Contract Sum was	\$24,071,602.03
Net change by previously authorized Change Orders	\$690,830.00
The Contract Sum prior to this Change Order was	\$24,762,432.03
The Contract Sum will be decreased by this change order	(\$93,133.00)
The new Contract Sum including this Change Order will be	\$24,669,299.03

The Contract Time will be unchanged.  
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

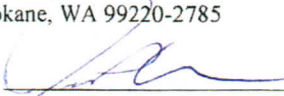
**ARCHITECT**  
TCF Architecture PLLC  
902 N 2nd Street  
Tacoma, WA 98403

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

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

By:   
Gerry Pless  
Date: 12/7/17

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

By:   
Jeramie Keeble  
Date: 12/7/17



# Contingency Log

**Original Contingency Amount**

**\$ 1,114,922**

CCD's

CCD 9001	Repair Existing Irrigation	960
CCD 9002	Locate owner provided handhold	3,849
CCD 9003	Site Fire Line	3,351
CCD 9004	Clocks	-
CCD 9005	Ballast under slabs and asphalt	172,750
CCD 9006	Drainage rock behind retaining wall	7,939
CCD 9007	Interim Roofing	167,325
CCD9008	Revise MACC totals for bids thru 6/11/15	244,612
CCD 9010	Export Materials & Raise Soccer Field	76,913
CCD 9011	Additional Permit fee for Aluminim Feeders	1,215
CCD 9012R1	Contaminated soil remediation	86,693
CCD 9013	Bent angle at grid 5 per RFI 159	3,669
CCD 9014	Revise the MACC totals	42,228
CCD 9015	Perform Air Leak Testing	21,352
CCD 9016	Additional sprayfoam insulation	57,442
CCD 9017	Revise segmental wall at S property line	27,488
CCD 9018	Replace hydroseed with sod	32,950
CCD 9019	Add drains at ECLC playground	3,521
CCD 9020	OT Hours	49,287
CCD 9021	Per ASI 027 - MDF and ceiling at CMU	615
CCD 9022	Additional striping	368
CCD 9023	Kitchen Exhaust Fan - Formerly CCD 110	16,927
CCD 9024	FDC Locking Caps per bld insp. CCD 114	2,002
CCD 9025	Skylight trim at WES - Formerly CCD 116	1,184
CCD 9026	Ponding Drainage issues - Formerly CCD 115	13,085
CCD 9029	Mitchell's Paving - Remove Striping	4,658
	<b>Total</b>	<b>1,042,383</b>

Remaining Balance Return to WSD

**\$ 72,539**

**Negotiated Support Services**

Total NSS Budget

\$330,230

NSS Actual Cost

\$309,636

Remaining Balance Return to WSD

**\$20,594**

**Total Deductive Change Order**

**\$ 93,133**



# FACILITY

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# PROJECTS UPDATES

## ITEM # 2

CASTLE ROCK LEARNING CENTER  
MODERNIZATION PROJECT  
CHANGE ORDER NO. 8

December 12, 2017

SITUATION

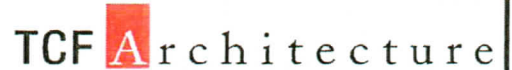
Change Order No. 8 is attached for your review and approval. The change order includes two credits to the School District from the unused balance of the GCCM contingency in the amount of \$82,345.00 and the unused balance of the Negotiated Support Services (NSS) in the amount of \$20,810.00 for a total credit of \$103,155.00 for the Castle Rock Learning Center Modernization project.

<u>Original Construction Contract Amount</u>	\$4,664,835.84
<u>Current Change Order</u>	
Change Order No. 8	(\$103,155.00)
<u>Total Change Orders</u>	
Change Order 1 thru 7	\$202,132.00
Change Order No. 8	(\$103,155.00)
Change Order 1 thru 8	\$98,977.00
<u>Contract Amount including this Change Order</u>	\$4,763,812.84

RECOMMENDATION

The Board of Directors approves Change Order No. 8 to WLK Joint Venture, Inc. for the Castle Rock Learning Center Modernization Project in the amount of (\$103,155.00) decreasing the contract amount to \$4,763,812.84.

**CHANGE ORDER**



PROJECT NAME: Early Childhood Learning Center

CHANGE ORDER NO.: 8

C.O. DATE: 12/6/2017

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

CONTRACT DATE: 8/3/2015

THE OWNER: **Wenatchee School District #246**

ARCHITECT'S 2014-001  
PROJECT NO.:

THE ARCHITECT: **TCF Architecture PLLC**

The Contract is changed as follows:

ITEM	DESCRIPTION	ADD OR DEDUCT	AMOUNT
	Remaining Contingency - Credit to Owner	Deduct	(\$82,345.00)
	Remaining NSS - Credit to Owner	Deduct	(\$20,810.00)
<b>TOTAL AMOUNT FOR THIS CHANGE ORDER</b>		<b>DEDUCT</b>	<b>(\$103,155.00)</b>

**SUMMARY**

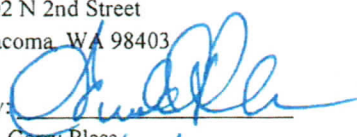
The original Contract Sum was	\$4,664,835.84
Net change by previously authorized Change Orders	\$202,132.00
The Contract Sum prior to this Change Order was	\$4,866,967.84
The Contract Sum will be decreased by this change order	(\$103,155.00)
The new Contract Sum including this Change Order will be unchanged.	\$4,763,812.84

The Contract Time will be unchanged.

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

**ARCHITECT**

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

By:   
Gerry Pless

Date: 12/7/17

**OWNER**

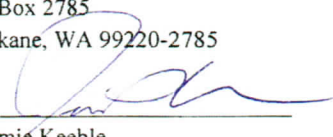
Wenatchee School District  
325 Sunset Avenue  
Wenatchee, WA 98801

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

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

**CONTRACTOR**

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

By:   
Jeramie Keeble

Date: 12/7/17

# Contingency Log

**Original Contingency Amount** \$ **218,561**

CCD's

CCD 9001	OT Work to complete ECLC Phase 1	\$ 43,578
CCD 9002	Temp Carpet in Classroom 3	\$ 3,300
CCD 9003	Temp Lighting in Classroom 401, 402, 403	\$ 14,558
CCD 9004	Repair Water Leaks in Phase 2	\$ -
CCD 9005	Install Fire line from 5' out to 6" AFF	\$ 7,619
CCD 9006	Temp HM Doors & Frames at 3 openings	\$ 9,369
CCD 9007	Temp casework and window sills CR 3 & 4	\$ 2,554
CCD 9008	Provide new Feeders to Panels A and C	\$ 6,966
CCD 9009	Permanent Power and Fiber to ECLC	\$ 16,274
CCD 9010	Infill Construction Masonry	\$ 773
CCD 9012	Alternate Bid AA-1	\$ 5,245
CCD 9013	OT Hours for Phase 2	\$ 24,860
CCD 9014	Ext Handrail	\$ 1,120

Total \$ 136,216

Remaining Balance Return to WSD \$ **82,345**

**Negotiated Support Services**

Total NSS Budget \$ 35,896

NSS Actual Cost \$ 15,086

Remaining Balance Return to WSD \$ 20,810

**Total Deductive Change Order** **\$ 103,155**



Date: December 28, 2017

To: Board of Directors

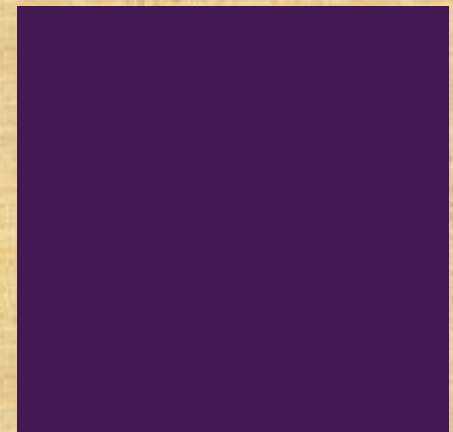
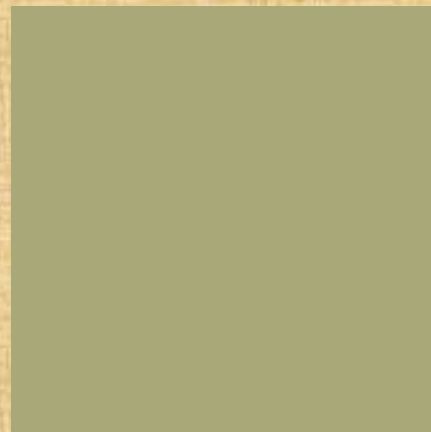
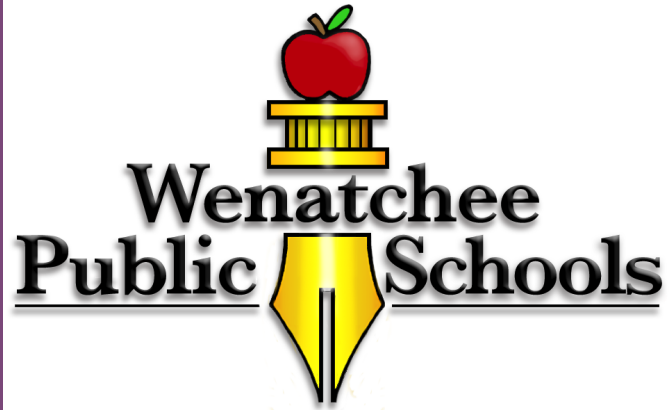
From: Lindee Akers

Re: The District web page format & Video/Sound taping of board meetings  
and the Communication Hub Presentations

## MEMORANDUM

These updates will be provided to you as soon as they are available. There are no handouts for the board packet at this time. Let me know if you have any questions.

Thank you,  
Lindee



## **Bond Phase 2**

**Wenatchee Schools**

**Wenatchee High School Modernization**



# **Wenatchee High School Modernization**

**The Wenatchee School Board is running a construction bond to address:**

- **An aging, 45-year old, overcrowded Wenatchee High School**



# + Timeline: History of WHS Construction

**1972 Wenatchee High School Original Construction, built to house 1600 students grade 10-12**

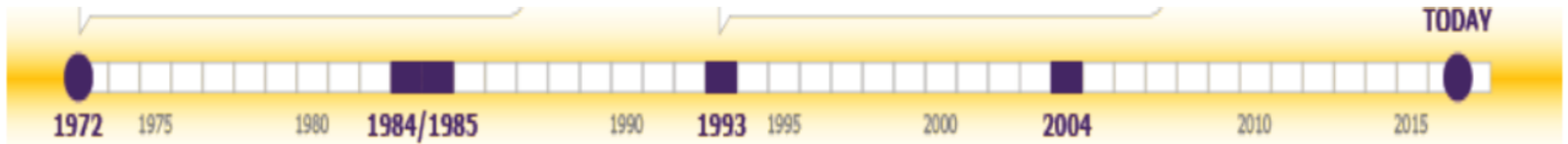


**1993 Renovations, added a new sports wing, with Sports Medicine & other classrooms, an additional gymnasium, renovated Career & Technical Education wing, and Math & Science wings.**



**↑ 1984/1985 Changed school structure  
Converted to a 9-12 grade high school**

**↑ 2004 Renovations, added a new entrance & administration offices, a new commons area to seat twice as many students for lunch & activities and renovated the front parking lot & bus/parent pickup & drop-off locations**



# + **BOND PHASE 2:**

## **Fast Facts**

### **The Issues at WHS**

- **Overcrowding:** School built for 1600 currently just over 1900 students
- **End of Useful Life Infrastructure:**
  - Electrical systems
  - Alarm systems
  - Phone systems
  - Technology systems
  - Heating and cooling systems
  - Kitchen equipment
- **School safety:** Inadequate security system, not enough security cameras, no secure entrance vestibule
- **Classroom Size:** 750 sq. ft. while modern classrooms recommended at 900 sq. ft. for collaborative and STEAM (Science, Technology, Engineering, Art, Math) learning

# + **BOND PHASE 2:**

## **Fast Facts**

(continued)

### **The Issues at WHS**

**Athletic facilities adjacent to high school:**

- **Track and tennis court condition**
- **Need for softball fields**
- **Lack of restrooms and concession facilities**
- **Need for additional girls locker room space**
- **Track bleachers need replacing, lighting is failing**

# + **BOND PHASE 2:**

## **Fast Facts**

**(Continued)**

### **The Solutions for Wenatchee High School**

- Demolish old classrooms on east wing and replace with three story addition on the south wing - increase new instruction space by 57,763 square feet
- Other areas in need will undergo light, moderate or heavy remodel, according to condition and need
- Windows for all new classrooms as possible
- Construct new kitchen and cafeteria on the east side of the building
- Build an additional music room and a green room, (for performing arts, the green room is a waiting space/dressing room for performers)
- Refurbish outdoor athletic facilities

+

7

# BOND PHASE 2

## QUESTIONS

## &

## ANSWERS

## + Bond Phase 2 Q & A

### **What other scenarios were considered?**

- Build a second comprehensive high school
- Use Pioneer Middle School as a ninth grade campus and build a new middle school
- Convert Foothills into a smaller 9<sup>th</sup> to 12<sup>th</sup> grade high school
- Build a STEAM academy for 600 students
- Grade reconfiguration to 8-9 junior high /10-12 high school- new junior high for 1200 students
- Acquire the Wenatchee Federal Building or Chelan PUD building as a secondary campus

All options would have significant costs which divert too much of the available funds away from the modernization of WHS.

# + Bond Phase 2

## Q & A

### **How many students will the modernized WHS hold, and will it be large enough for the future?**

- Wenatchee High School was built to house 1600 students, grades 10-12.
- Modernized Wenatchee High School will house 1900 students, grades 9-12.
- About 1800 students currently attend when you account for WVC Running Start and WVTSC off-campus students.

## **+ How will the new addition & remodeling affect students and staff during construction?**

- The original proposal for a new two-story addition would have required close to 6 million dollars in portable classroom costs to house students.
- The new proposal will allow students and staff to remain in the existing facility and the portable classroom costs will be put back into more facility improvements.

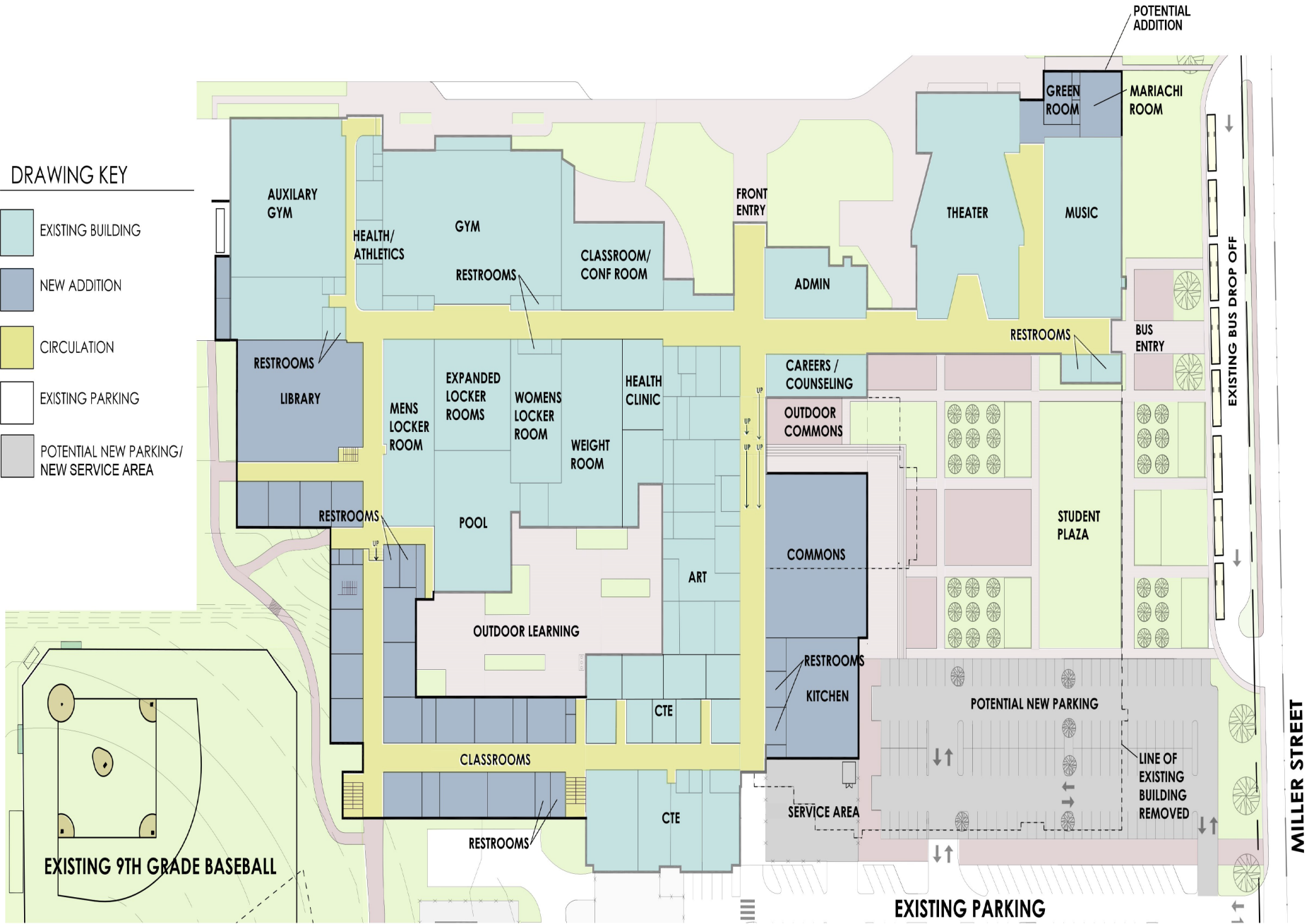


## **+ How will the bond impact debt capacity for future bonds?**

- The long range capital facilities plan has the next bond (Phase 3) to be done in 2026
- The schools eligible for modernization are Columbia, Lewis & Clark and Mission View elementary schools
- The estimated debt capacity available in 2026 is estimated to be 147,414,000 million

**DRAWING KEY**

- EXISTING BUILDING
- NEW ADDITION
- CIRCULATION
- EXISTING PARKING
- POTENTIAL NEW PARKING/  
NEW SERVICE AREA





OVERALL CAMPUS LOOKING SOUTH



TCF Architecture



MUSIC ADDITION LOOKING SOUTHWEST



PLAZA LOOKING WEST



PLAZA CLOSE UP LOOKING NORTHWEST



TCF Architecture



NEW CLASSROOMS LOOKING NORTH



NEW LIBRARY & CLASSROOMS LOOKING EAST

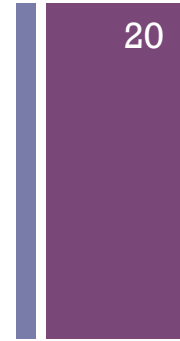




INTERIOR LEARNING PLAZA

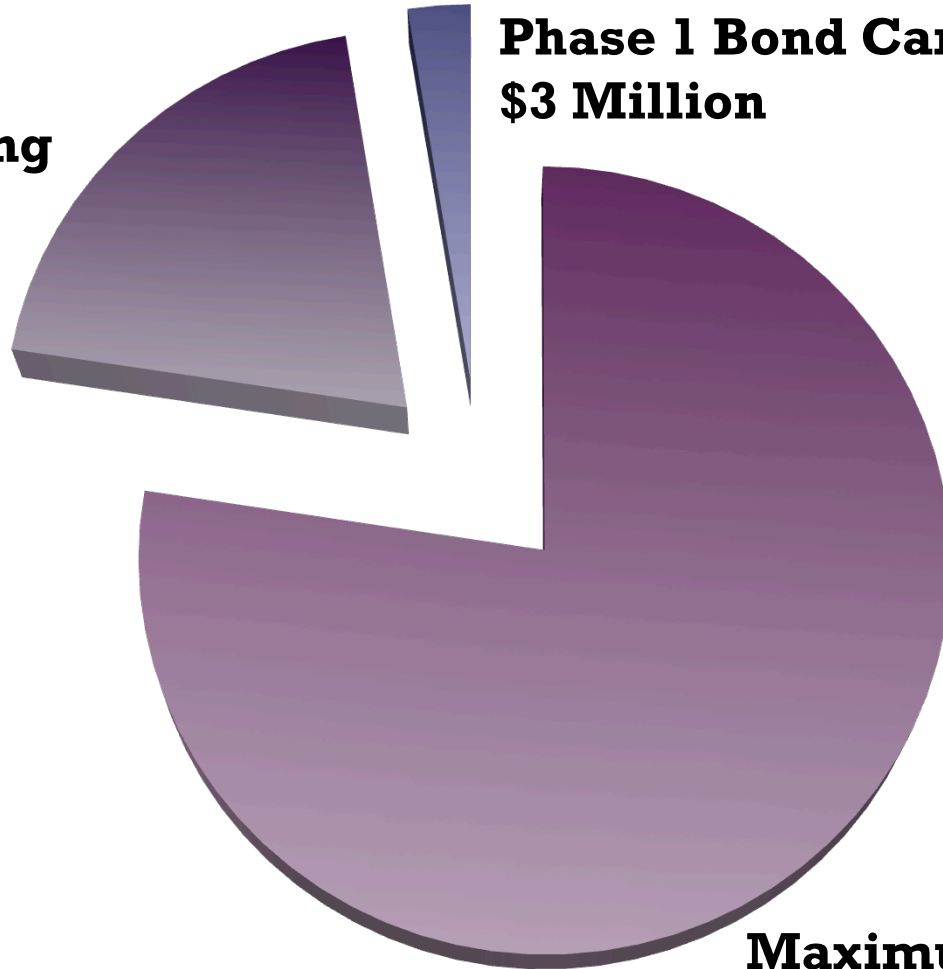


**Estimated Available Funding  
Total: \$154 million**



**OSPI Matching  
Funds  
\$31 Million**

**Phase 1 Bond Carryover  
\$3 Million**

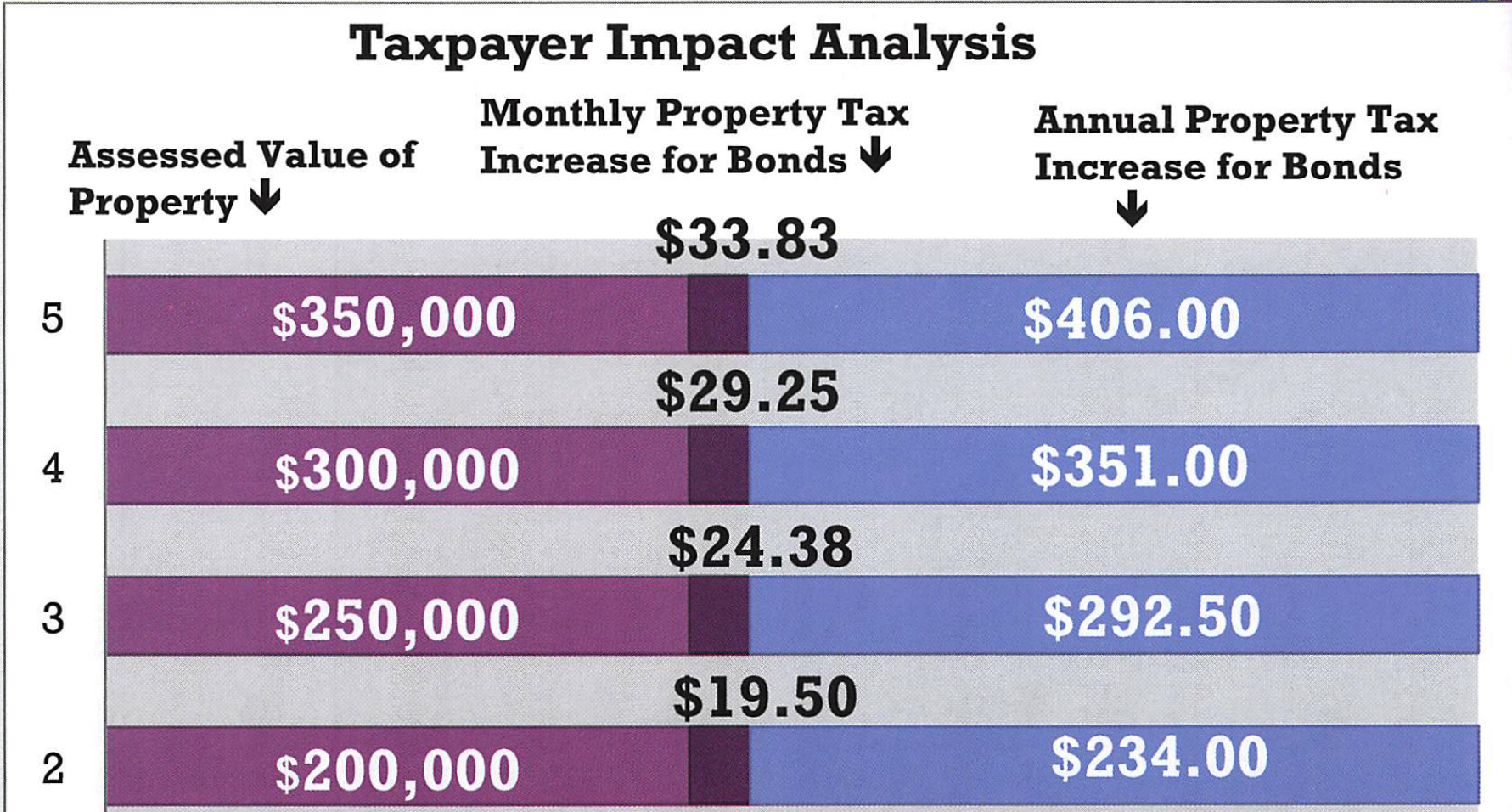


**Maximum Bond Funds -  
\$120 Million**

# + Estimated 2019 Total Tax Rate Increase

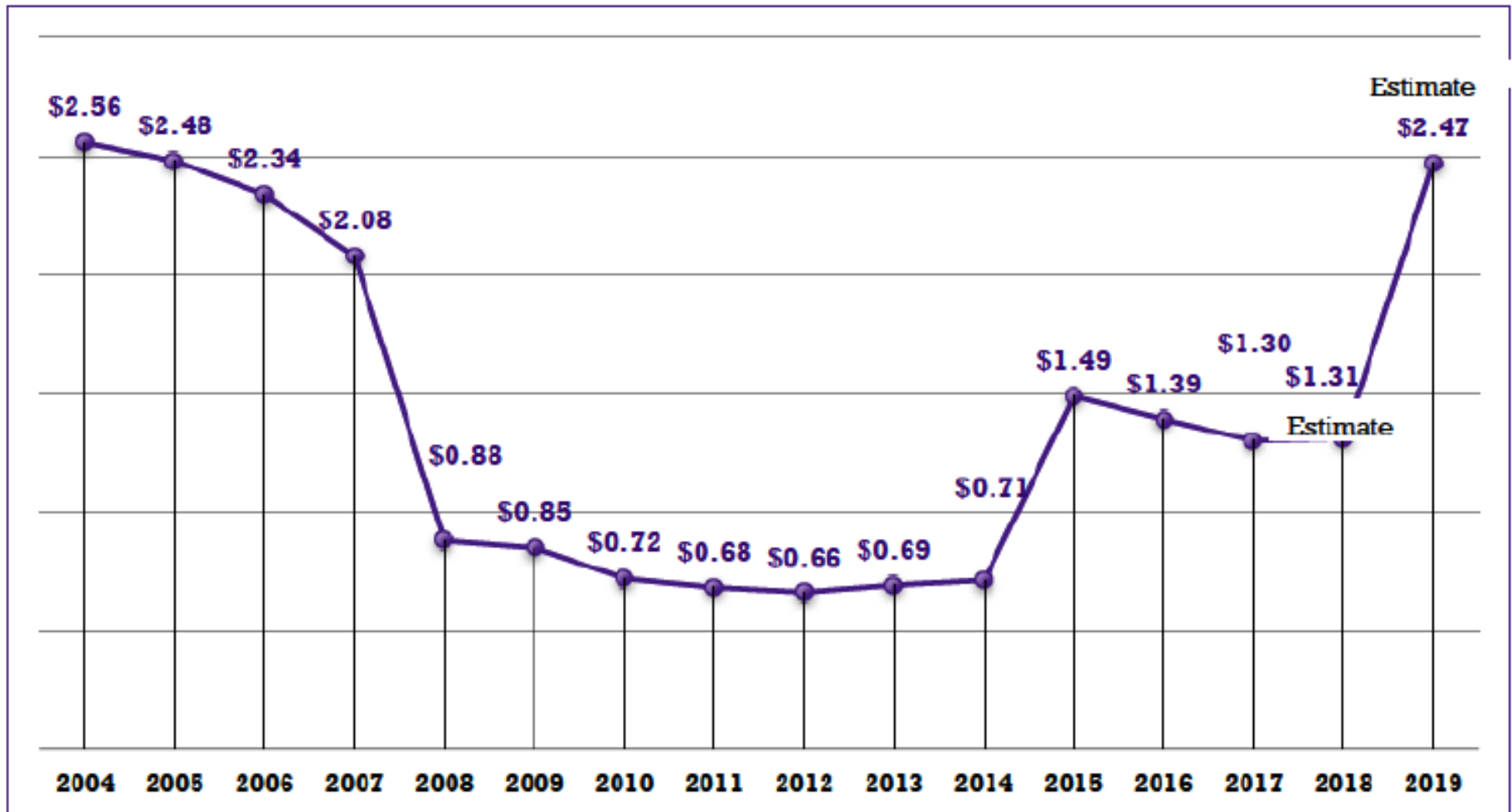
**\$1.17** Increase over 2017 Tax Rate ( Per \$1000 assessed value)

## Taxpayer Impact Analysis



# Comparison of Proposed Bond Tax Rate to Prior Rates

## Bond Rate per \$1,000 of assessed property value



## + 2017 Comparable Tax Rates

### Bond Rate per \$1,000 of Assessed Property Value\*

DISTRICT	BOND RATE	CAPITAL PROJECTS LEVY RATE	TOTAL SCHOOL RATE
CASHMERE	\$2.57	\$.14	\$2.71
CASCADE	\$1.93	\$.01	\$1.94
QUINCY	\$1.88	0	\$1.88
ENTIAT	\$1.62	0	\$1.62
EASTMONT	\$1.52	\$.47	\$1.52/\$2.00
WENATCHEE	\$1.30	0	\$1.30/\$2.47
MANSON	0	\$.75	\$0.75
LAKE CHELAN	0	\$.72	\$0.72
MOSES LAKE	\$0.56/2018	0	\$0.56/?

\*Per County Assessors Office

## + Bond Tax Impact Q&A

### **Is there a special tax exemption for senior or disabled citizens?**

- Yes. For information about tax exemptions contact the office of the Chelan County Assessor at 667-6365, website:

[www.co.chelan.wa.us/assessor](http://www.co.chelan.wa.us/assessor)

WENATCHEE SCHOOL DISTRICT NO. 246  
CHELAN COUNTY, WASHINGTON

BONDS TO EXPAND AND MODERNIZE WENATCHEE HIGH SCHOOL

RESOLUTION NO. 09-17

A RESOLUTION of the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington, providing for the submission to the voters of the District at a special election to be held on April 24, 2018, of a proposition authorizing the District to issue general obligation bonds in the principal amount of no more than \$120,000,000, for the purpose of paying costs of expanding and modernizing Wenatchee High School, the principal of and interest on such bonds to be payable from annual excess property tax levies; designating the Secretary to the Board and bond counsel to receive notice of the ballot title from the Auditor of Chelan County, Washington; authorizing a request for a Certificate of Eligibility from the State Treasurer pursuant to chapter 39.98 RCW; designating the Secretary to the Board and/or the District's Chief Financial Officer as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility; and providing for other matters properly related thereto, all as more particularly set forth herein.

ADOPTED: OCTOBER 24, 2017

*This document prepared by:*

*FOSTER PEPPER PLLC  
618 West Riverside Avenue, Suite 300  
Spokane, Washington 99201  
(509) 777-1602*

WENATCHEE SCHOOL DISTRICT NO. 246  
CHELAN COUNTY, WASHINGTON

RESOLUTION NO. 09-17

A RESOLUTION of the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington, providing for the submission to the voters of the District at a special election to be held on April 24, 2018, of a proposition authorizing the District to issue general obligation bonds in the principal amount of no more than \$120,000,000, for the purpose of paying costs of expanding and modernizing Wenatchee High School, the principal of and interest on such bonds to be payable from annual excess property tax levies; designating the Secretary to the Board and bond counsel to receive notice of the ballot title from the Auditor of Chelan County, Washington; authorizing a request for a Certificate of Eligibility from the State Treasurer pursuant to chapter 39.98 RCW; designating the Secretary to the Board and/or the District's Chief Financial Officer as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility; and providing for other matters properly related thereto, all as more particularly set forth herein.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WENATCHEE SCHOOL DISTRICT NO. 246, CHELAN COUNTY, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Wenatchee School District No. 246, Chelan County, Washington (the "District"), takes note of the following facts and hereby makes the following findings and determinations:

(a) Overcrowding (including enrollment demands and State of Washington class size reduction initiatives), student safety and security concerns, deteriorating and educationally outdated infrastructure and classrooms, and the institution of new educational programs require that the District expand and modernize Wenatchee High School, all as more particularly defined and described in Section 2 herein (collectively, the "Projects").

(b) The District lacks sufficient money with which to pay costs of the Projects.

(c) To pay costs of the Projects, it is necessary and advisable that the District issue and sell unlimited tax general obligation bonds in the principal amount of no more than \$120,000,000 (the "Bonds"), or such lesser maximum amount as may be legally issued under the laws governing the limitation of indebtedness or required to carry out and accomplish the Projects.

(d) The District is authorized pursuant to Article VII, Section 2(b) of the Washington Constitution and laws of the State of Washington, including Revised Code of Washington ("RCW") 28A.530.010, RCW 28A.530.020, RCW 39.36.050 and RCW 84.52.056, to submit to the District's voters at a special election, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.



(e) The best interests of the District's students and other inhabitants require the District to carry out and accomplish the Projects as hereinafter provided.

Section 2. Description of the Projects. The Projects to be paid for with proceeds of the Bonds, including interest earnings thereon ("Bond Proceeds"), are more particularly defined and described as follows:

(a) Expand and modernize Wenatchee High School, including, but not limited to: (1) constructing additional classrooms; (2) making safety, security, technology and energy efficiency improvements; (3) redesigning and expanding existing classrooms; (4) constructing new space for library, music, kitchen, cafeteria, commons and other programs and activities; (5) upgrading and/or improving heating, ventilation and air conditioning ("HVAC"), mechanical and electrical systems; (6) acquiring land and interests in land; (7) renovating, rebuilding and/or relocating athletic facilities; and (8) making other capital improvements, all as deemed necessary and advisable by the Board. The foregoing technology improvements shall be part of the District's integrated technology systems and facilities. The term "land" as used herein includes all real property, buildings and improvements and other structures thereon and all interests therein.

(b) Acquire, construct and install all necessary furniture, equipment, apparatus, accessories, fixtures and appurtenances in the foregoing, all as deemed necessary and advisable by the Board.

(c) Pay incidental costs incurred in connection with carrying out and accomplishing the Projects described above pursuant to RCW 39.46.070. Such incidental costs shall be deemed part of the Projects and shall include, but not be limited to: (1) costs related to the issuance, sale and delivery of the Bonds; (2) payments for fiscal and legal costs; (3) costs of obtaining ratings and bond insurance; (4) costs of printing, advertising, establishing and funding accounts; (5) payment of interest due on the Bonds for up to six months after completion of construction; (6) necessary and related engineering, architectural, planning, consulting, inspection, permitting and testing costs; (7) administrative and relocation costs; (8) site acquisition and improvement costs; (9) demolition costs; (10) costs related to demolition and/or deconstruction of existing school facilities to recycle, reclaim and repurpose such school facilities and/or building materials; (11) costs of on-site and off-site utilities and road improvements; and (12) costs of other similar activities or purposes, all as deemed necessary and advisable by the Board.

The Projects, or any portion or portions thereof, shall be acquired or made insofar as is practicable with available Bond Proceeds, together with any other money of the District legally available therefor, and in such order of time as shall be deemed necessary and advisable by the Board. Subject to Section 6 of this resolution, the Board shall allocate the Bond Proceeds, together with any other money of the District legally available therefor, between the various parts of the Projects so as to accomplish, as near as may be, all of the Projects. The Board shall determine the exact order, extent and specifications for the Projects. The Projects are to be more fully described in the plans and specifications to be filed with the District.

Section 3. Calling of Election. The Auditor of Chelan County, Washington, as *ex officio* Supervisor of Elections (the “Auditor”), is requested to call and conduct a special election in the District, in the manner provided by law, to be held therein on April 24, 2018, for the purpose of submitting to the District’s voters, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.

If the proposition is approved by the requisite number of voters, the District will be authorized to issue, sell and deliver the Bonds in the manner described in this resolution, spend the Bond Proceeds to pay costs of the Projects, and levy annual excess property taxes to pay and retire the Bonds. The Bond Proceeds shall be used, either with or without additional money now available or hereafter available to the District, for capital purposes only, as permitted by law, which shall not include the replacement of equipment.

Section 4. Authorization to Issue the Bonds. The Bonds authorized may be issued as a single issue, as a part of a combined issue with other authorized bonds, or in more than one series, all as deemed necessary and advisable by the Board and as permitted by law. Further, the Bonds may be issued, as deemed necessary and advisable by the Board, as taxable bonds, tax-exempt bonds and/or any other type of tax credit bonds that are now or in the future may be authorized under applicable state and federal law, including, but not limited to, “build America bonds” or “qualified tax credit bonds” within the meaning of Section 54A(d)(1) of the Internal Revenue Code of 1986, as amended (the “Code”) (generically, “Tax Credit Bonds”).

Each series of the Bonds shall be issued as fully registered bonds; shall bear interest payable as permitted by law; shall mature within 20 years from the date of issuance of such series of the Bonds (but may mature at an earlier date or dates as fixed by the Board); shall be paid by annual property tax levies sufficient in amount to pay both principal and interest when due, which annual property tax levies shall be made in excess of regular property tax levies without limitation as to rate or amount but only in amounts sufficient to meet such payments of principal and interest as they come due; and shall be issued and sold in such manner, at such times and in such amounts as shall be required for the purpose for which each series of the Bonds are to be issued, all as deemed necessary and advisable by the Board and as permitted by law. The life of the Projects to be financed with the Bond Proceeds shall exceed the term of the respective series of Bonds that finance such Projects.

The Board hereby authorizes and directs the Secretary to the Board (the “Secretary”) to determine for each series of Bonds whether such series should be sold by negotiated or competitive sale, and with respect to such series of Bonds that are to be sold by competitive sale, to: (a) specify a date and time of sale of such Bonds; (b) give notice of that sale; (c) determine any bid requirements and criteria for determining the award of the bid; (d) provide for the use of an electronic bidding mechanism if the Secretary deems electronic bidding to be beneficial to the District; and (e) specify other matters in his or her determination necessary, appropriate or desirable to carry out the sale of the Bonds. Notwithstanding the foregoing, the amount, date, denominations, interest rates, payment dates, final maturity, redemption rights, price, and other terms and conditions of the Bonds (or parameters with respect thereto) shall be hereafter fixed by one or more resolutions of the Board authorizing the issuance, sale and delivery of such series of

Bonds, which resolutions may delegate to a District officer or employee the authority to fix any of the foregoing, all as deemed necessary and advisable by the Board and as permitted by law.

Pending the issuance of any series of the Bonds, the District may issue short-term obligations pursuant to chapter 39.50 RCW (which may be issued as Tax Credit Bonds, if permitted under applicable law) to pay for any portion of the costs of the Projects. Such obligations may be paid or refunded with the Bond Proceeds.

If the District receives voter approval to issue the Bonds in the manner described in this resolution, the Board authorizes and directs the Secretary and/or the District's Chief Financial Officer (the "Chief Financial Officer") to: (a) review and "deem final" (within the meaning of Rule 15c2-12 of the Securities and Exchange Commission), if necessary and upon such official's satisfaction, any preliminary official statement prepared in connection with the sale of each series of the Bonds by the District; (b) authorize the "deemed final" preliminary official statement to be distributed prior to the date any underwriter or purchaser bids for, purchases, offers or sells each series of the Bonds; and (c) acknowledge in writing any action taken pursuant to clauses (a) and (b) of this paragraph.

Section 5. Intent to Reimburse. The Board declares that to the extent, prior to the date the Bonds, or other bonds or obligations (which includes the Bonds, or other bonds or obligations, issued as tax-exempt bonds and/or Tax Credit Bonds) are issued to pay costs of the Projects, the District makes capital expenditures for the Projects from money that is not (and is not reasonably expected to be) reserved, allocated on a long-term basis or otherwise set aside by the District under its existing and reasonably foreseeable budgetary and financial circumstances to pay costs of the Projects, those capital expenditures are intended to be reimbursed out of the Bond Proceeds, or proceeds of other bonds or obligations, issued in an amount not to exceed the principal amount of the Bonds provided by this resolution.

Section 6. Sufficiency of Bond Proceeds. If Bond Proceeds are more than sufficient to carry out and accomplish the Projects (the "Excess Bond Proceeds"), and state or local circumstances require, the District may use the Excess Bond Proceeds to: (a) acquire, construct, install, equip and make other capital improvements to the District's facilities; or (b) retire and/or defease a portion of the Bonds or other outstanding bonds of the District, all as the Board may determine by resolution, after holding a public hearing thereon pursuant to RCW 28A.530.020. In the event that the Bond Proceeds, together with any other money of the District legally available therefor, are insufficient to carry out and accomplish all of the Projects, the District shall use the Bond Proceeds and other available money for paying the cost of that portion of the Projects that is deemed by the Board most necessary and in the best interest of the District.

Section 7. Use of State Financing Assistance. It is anticipated that the District may receive money from the State of Washington as state financing assistance under chapter 28A.525 RCW with respect to the Projects (the "State Financing Assistance"). The State Financing Assistance shall be used, when and in such amounts as it may become available, to carry out and accomplish the Projects. If the State Financing Assistance is more than sufficient to carry out and accomplish the Projects (the "Excess State Financing Assistance"), and state or local circumstances require, the District may use the Excess State Financing Assistance to: (a) acquire, construct, install, equip and make other capital improvements to the District's facilities; (b) retire and/or defease a

portion of the Bonds or other outstanding bonds of the District; or (c) provide for other purposes, all as the Board may determine by resolution, after holding a public hearing thereon pursuant to RCW 28A.530.020.

Section 8. Alteration of Expenditures. If the Board shall subsequently determine that state or local circumstances, including, but not limited to, changed conditions or needs, regulatory considerations or incompatible development, should cause any alteration to the specific expenditures from the Bond Proceeds and/or the State Financing Assistance for the Projects, the District shall not be required to accomplish the Projects and may apply the Bond Proceeds and/or State Financing Assistance (or any portion thereof) to: (a) other portions of the Projects; (b) acquire, construct, install, equip and make other capital improvements to the District's facilities; or (c) retire and/or defease a portion of the Bonds or other outstanding bonds of the District, all as the Board may determine by resolution after holding a public hearing thereon pursuant to RCW 28A.530.020.

Section 9. Form of Ballot Title. Pursuant to RCW 29A.36.071, the Chelan County Prosecuting Attorney is requested to prepare the concise description of the aforesaid proposition for the ballot title in substantially the following form:

PROPOSITION 1

WENATCHEE SCHOOL DISTRICT NO. 246

BONDS TO EXPAND AND MODERNIZE WENATCHEE HIGH SCHOOL

The Board of Directors of Wenatchee School District No. 246 adopted Resolution No. 09-17, concerning a proposition to relieve overcrowding and improve safety and infrastructure. This proposition would authorize the District to: expand and modernize Wenatchee High School (including constructing additional classrooms; making safety, technology and energy improvements; redesigning existing classrooms; constructing new space for library, music, kitchen, cafeteria and commons; upgrading HVAC, mechanical and electrical systems; acquiring land; and renovating athletic facilities); issue no more than \$120,000,000 of general obligation bonds maturing within 20 years; and levy annual excess property taxes to repay the bonds, all as provided in Resolution No. 09-17. Should this proposition be:

Approved .....

Rejected .....

Section 10. Authorization to Deliver Resolution to Auditor and Perform Other Necessary Duties. The Secretary or his designee is directed to: (a) present a certified copy of this resolution to the Auditor no later than February 23, 2018; and (b) perform such other duties as are necessary or required by law to submit to the District's voters at the aforesaid special election, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.

Section 11. Notices Relating to Ballot Title. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Board hereby designates (a) the

Secretary (Brian L. Fones), telephone: 509.663.8161; fax: 509.663.3082; email: [fones.b@wenatcheeschools.org](mailto:fones.b@wenatcheeschools.org); and (b) bond counsel, Foster Pepper PLLC (Jim McNeill), telephone: 509.777.1602; fax 800.533.2284; email: [jim.mcneill@foster.com](mailto:jim.mcneill@foster.com), as the individuals to whom the Auditor shall provide such notice. The Secretary is authorized to approve changes to the ballot title, if any, deemed necessary by the Auditor or the Chelan County Prosecuting Attorney.

Section 12. Authorization to Request Participation in Washington State School District Credit Enhancement Program Authorized. The Board hereby finds and determines that, if the District receives voter approval to issue the Bonds in the manner described in this resolution, it will be in the best interests of the District's taxpayers to request the State of Washington's guaranty for payment of the Bonds under chapter 39.98 RCW, the Washington State School District Credit Enhancement Program. Accordingly, the Board hereby requests the State Treasurer to issue a Certificate of Eligibility to the District pledging the full faith, credit, and taxing power of the State of Washington to guarantee the payment, when due, of the principal of and interest on the Bonds pursuant to chapter 39.98 RCW and the rules promulgated thereunder by the State Finance Committee. The Board designates the Secretary and/or the Chief Financial Officer as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility.

Section 13. Authorization to Request Authority to Issue Tax Credit Bonds. To the extent the Board deems it necessary and advisable to issue all or a portion of the Bonds as Tax Credit Bonds, the Board hereby (a) authorizes the District to request authorization from Office of the Superintendent of Public Instruction ("OSPI"), if applicable, to issue such Bonds as Tax Credit Bonds for the purpose of paying costs of the Projects, and (b) designates the Secretary and/or the Chief Financial Officer as the District officials authorized to prepare, sign and submit to OSPI the appropriate applications (or other required forms or documents) to issue the Tax Credit Bonds.

Section 14. General Authorization and Ratification. The Secretary, the Chief Financial Officer, the President of the Board, other appropriate officers of the District and bond counsel, Foster Pepper PLLC, are severally authorized and directed to take such actions and to execute such documents as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects.

Section 15. Severability. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, of the Bonds or of the levy or collection of the taxes pledged to pay and retire the Bonds.

[ *Remainder of page intentionally left blank* ]

Section 16.    Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington, at a regular open public meeting thereof, held this 24<sup>th</sup> day of October, 2017, the following Directors being present and voting in favor of the resolution.

WENATCHEE SCHOOL DISTRICT NO. 246  
CHELAN COUNTY, WASHINGTON

\_\_\_\_\_  
President and Director

\_\_\_\_\_  
Vice President and Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

ATTEST:

\_\_\_\_\_  
BRIAN L. FLONES  
Secretary to the Board of Directors

CERTIFICATE

I, BRIAN L. FLONES, Secretary to the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington (the “District”), hereby certify as follows:

1. The foregoing Resolution No. 09-17 (the “Resolution”) is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Directors of the District (the “Board”) held at the regular meeting place thereof on October 24, 2017, as that Resolution appears on the minute book of the District, and the Resolution is now in full force and effect; and

2. A quorum of the members of the Board was present throughout the meeting and a sufficient number of members of the Board present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of October, 2017.

WENATCHEE SCHOOL DISTRICT NO. 246  
CHELAN COUNTY, WASHINGTON

\_\_\_\_\_  
BRIAN L. FLONES  
Secretary to the Board of Directors